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AGREEMENT

between the

MIDDLETOWN CITY SCHOOL DISTRICT

and

MIDDLETOWN CLASSIFIED EMPLOYEES

ASSOCIATION/OEA/NEA

(July 1, 2020 through June 30, 2023)

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GOVERNING PROVISIONS

ARTICLE 1. PURPOSE

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

ARTICLE 2. RECOGNITION

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

- 2.5 In the event a disagreement is encountered in the implementation or the interpretation of this Agreement, resolution shall be reached through the procedures outlined in the negotiated grievance procedure.
- 2.6 Should any provision of this understanding or any application thereof, become unlawful by virtue of Federal or State law, the provision or application of a provision of this understanding shall be modified by the parties to comply with the law, but in all other respects, the provisions and the application of provisions of this understanding shall continue in full force and effect for the life thereof with no changes other than provided therein or through applicable legislation.
- 2.7 The parties hereto declare that there shall be no unlawful discrimination against any employee because of age, race, color, creed, national origin, sex, political affiliation or membership in any lawful employee organization. No employee shall be pressured, coerced or required to join or refrain from joining the Association.
- 2.8 The parties agree that this Agreement will be the sole and exclusive recourse available to employees and the parties hereto, and where provisions of this Agreement conflict with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). This contract is intended to supersede all provisions of the Ohio Revised Code and the Rules of the Middletown Civil Service Commission, to the extent authorized by law, regarding any and all matters relating to wages, hours, and terms and conditions of employment, such that Ohio Revised Code Chapter 124 and the Middletown Civil Service Commission Rules do not apply to members of this bargaining unit. If Ohio law changes regarding the authority of collective bargaining agreements to supersede state law, or regarding the appropriate subjects of bargaining under Revised Code Section 4117.08(B), this Agreement will be interpreted to supersede all civil service requirements to the extent provided by those laws.
- 2.9 DEFINITIONS
- A. For purposes of this contract, unless otherwise stated, days shall mean Monday through Friday, excluding holidays.
- B. Seniority – To the extent provided by this Agreement, the principle of seniority shall prevail. Unless otherwise provided herein, seniority shall be defined as the length of employment with the Employer computed from the employee’s most recent date of hire.
1. When two (2) or more employees have equal overall District seniority, the tie will be broken by the employees’ seniority in the classification affected, then the date of the Board meeting at which the employee was hired, and then by the lowest four digit number of the last four numbers of the employee’s social security number. If a tie still remains, then the tie will be broken by lot.
 2. For purposes of transfers and reductions in force, all former Sodexo employees shall be credited for their time working in the District prior to

being subcontracted out and for their time working in the District as employees of Sodexo during the years the District subcontracted the services of Utility, Trade, and Custodial workers.

3. Continuous employment as referenced to above shall include all time on Board approved leaves of absence and all time that an employee's contract has been suspended, provided there is no break in employment, provided further that a member shall not accrue seniority while on an unpaid leave of absence.
 4. The employer shall prepare, maintain and post a seniority list upon request of the MCEA President which shall be posted in January of each year. A copy of the seniority lists and updates shall be given to the Association President.
 5. Seniority shall be lost by an employee upon termination, resignation or retirement.
 6. In the case of layoffs, there shall also be a consideration of classification seniority, which shall be defined as the number of years in the present classification.
- C. Full Time Employee – One who works at least thirty-two and one-half (32.5) hours per week.
- D. Floater: A “floater” is a full-time employee who fills in on an as-needed basis. A floater shall have no permanent assignment but will be assigned where needed.
- 2.10 The Association will join with and support any representation petition to the State Employment Relations Board certifying the Unit described in paragraph 2.1, above.

ARTICLE 3. MANAGEMENT RIGHTS

- 3.1 Except as otherwise specifically provided in this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board or its Superintendent by the laws and the Constitution of the State of Ohio including, but not limited to, their exclusive right and responsibility:
- A. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. To direct, supervise, assign, reassign, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;

- C. To maintain and improve the efficiency and effectiveness of the Employer's operations;
 - D. To determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
 - E. To determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
 - F. To determine the overall mission of the Employer as a unit of government;
 - G. To effectively manage the work force;
 - H. To determine the hours of work and work schedules;
 - I. To determine the duties to be included in all job classifications;
 - J. To take actions to carry out the mission of the Employer as a governmental unit.
- 3.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.
- 3.3 The management rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that such rights are specifically limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative.
- 3.4 The District agrees that conditions of employment relating to wages, hours of work and other significant and material terms and conditions of employment not expressly covered by this Agreement which are mandatory subject of bargaining as defined by law may not be changed by the District unless the Association is first given notice of the proposed change and an opportunity to bargain regarding the proposed decision and/or the effects of such a decision on bargaining unit employees as that bargaining obligation is defined by law.
- 3.5 Except in emergency situations, new or amended work rules will be given to the Association at least ten (10) days prior to their effective date at which time the Association may request the opportunity to meet and confer with respect to proposed new or amended work rules as provided herein and in paragraph 3.4, above.

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

- 4.1 The Board agrees to deduct from the pay of Association members union dues when so authorized in writing by the employee, without cost to the Employer.
- 4.2 Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls, membership shall be continuous thereafter for each subsequent membership year unless the individual cancels membership. An employee may cancel membership by proper written notice to the Association President between August 1 and August 31 of any year.
- 4.3 Dues shall be collected in equal deductions from paychecks for twenty (20) pay periods and shall be submitted to the State Treasurer monthly with a list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the local chapter treasurer.
- 4.4 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board.

4.5 FAIR SHARE FEE

The parties agree that if the relevant provisions of Janus v. AFSCME Council 31 are overturned, the parties will meet to negotiate Fair Share Fee provisions that are consistent with the changes in law.

4.6 ASSOCIATION RIGHTS

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

- A. To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.
- B. The Association may use the school mail system (including e-mail before and after school) for distribution of Association materials to members of the bargaining unit.
- C. Upon approval of the building administrator, the Association may use school buildings in the District for meetings.
- D. The Board will provide the Association President with a copy of the Board meeting agenda(s) and a copy of all Board minutes.
- E. The Association shall be provided the names, addresses and telephone numbers of all bargaining unit members unless the member objects to the release of this information. The name and addresses of newly employed personnel eligible for

membership in the MCEA shall be made available to the MCEA, upon request, following Board approval of the contracts.

- F. The MCEA representatives shall be allowed appropriate time during the new employee orientation for instruction regarding registration and enrollment.

4.7 ASSOCIATION RELATED MEETINGS

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

4.8 SCHOOL CALENDAR

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

4.9 BULLETIN BOARD

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

ARTICLE 5. PROCEDURES FOR NEGOTIATION

5.1 COMPOSITION OF NEGOTIATION TEAMS

- A. The Association shall be represented by not more than five (5) persons from the MCEA.
- B. The Board of Education shall be represented by not more than five (5) persons recommended by the Superintendent and approved by the Board of Education.

- C. In addition to the members of the negotiating committee, either party may call upon consultants, as needed, to actively assist and participate in negotiations.
- D. A quorum consisting of four (4) members representing the Association and two (2) members representing the Board shall be present before each negotiating session has begun.
- E. Members of the negotiating teams as professional individuals shall be expected to voice their opinions openly and freely in a cooperative attempt to reach equitable decisions. No sanctions or reprisals of any kind shall be taken by either the Association or the Board against the other party by reasons of participation in negotiations.
- F. Each team shall be empowered to make proposals and counterproposals and come to tentative agreement on behalf of its respective party.

5.2 REQUEST FOR NEGOTIATION

A request for calling a meeting of the negotiation teams can be made by the Association or the request can be initiated by the Board of Education or the Superintendent of Schools on or before March 1 during the year the contract expires. The time and place for the initial negotiations meeting shall be mutually agreed to and scheduled not more than fifteen (15) days after the initial request to open negotiations.

5.3 MEETINGS

- A. The meeting shall be held in mutually acceptable surroundings.
- B. At the first meeting, both parties shall exchange initial proposals and no new issues shall be added for negotiations without the consent of both teams.

5.4 CONDUCT OF MEETINGS

- A. The Superintendent or his designee and the Association negotiation chairperson shall make arrangements for the time and place of the first meeting.
- B. Representatives of the news media shall not be permitted to attend a negotiating meeting except by mutual consent of the negotiating teams.
- C. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time, date and place for the next meeting.
- D. The Board through its Superintendent agrees to furnish the Association's negotiating team, upon request, all available information concerning financial resources of the District and information regarding topics being negotiated.
- E. Any press releases must be agreed upon by both of the negotiating teams.

- F. Upon request of either party, the negotiation meeting shall be recessed to permit a reasonable period to caucus.
- G. As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall be considered a final agreement on that item, unless both parties mutually agree to modify the tentative agreement.
- H. The completed negotiated agreement shall be reduced to writing and submitted to the MCEA and Board for final approval and ratification by the membership of the Association and by the Board of Education. When ratified and adopted by the Association and the Board, the Agreement shall be binding on both parties.
- I. If either or both the Association and the Board of Education refuses to approve the agreement, the matter shall then be resubmitted to the negotiating teams with recommendations or questions for clarification. The negotiation teams shall proceed as before.

5.5 AGREEMENT

- A. When an agreement is ratified, both parties shall review and proof the agreement for accuracy. Following the submission of the final proofed document, said agreement shall be signed by the Board representatives and the Association representatives.
- B. The ratified Agreement shall be posted on the District's website.

5.6 IMPASSE

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

ARTICLE 6. PROCEDURES FOR RESOLVING PROBLEMS AND GRIEVANCES

6.1 DEFINITION

- A. A "grievance" shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination or any alleged breach thereof. Such grievance shall be submitted through the prescribed form which shall be available on the District

website and/or the MCEA building representative. The grievant shall mean the party filing the grievance and may be the employee or employees covered by this Agreement, or the MCEA.

- B. Pursuant to Ohio Revised Code 4117.10(A), this procedure is intended to supersede all provisions of the Ohio Revised Code, the Rules of The City of Middletown Civil Service Commission regarding any and all matters subject to the Grievance Procedure and Disciplinary Procedures of this contract or otherwise made subject to this contract.
- C. The term days when used in this article, shall mean Monday through Friday, excluding holidays unless otherwise indicated.

6.2 STATEMENT OF BASIC PRINCIPLES

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

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

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

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

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

All notices of hearings and dispositions of grievances shall be either mailed, emailed, or hand delivered with the date of mailing or postmark and date of receipt recorded thereon.

Written grievances and appeals shall be deemed to have been received three (3) days after postmarked. If hand delivered, the date received and initials of the recipient shall be recorded thereon.

It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement in writing.

6.3 PROCEDURE

LEVEL ONE

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

LEVEL TWO

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

LEVEL THREE

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

6.4 The cost for the services of the AMS arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the parties.

6.5 The opinion and award of the arbitrator shall be final and binding on all parties. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

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

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

ARTICLE 7.
NO STRIKE - NO LOCK OUT

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

ARTICLE 8.
LABOR MANAGEMENT COMMITTEE

- 8.1 In an effort to further a good working relationship between the parties, a labor management committee shall be formed to investigate, study, and discuss solutions to mutual problems affecting labor relations.
- A. The LMC committee will consist of five (5) representatives from each party as selected by the Superintendent and MCEA President. With notification to the other party, additional representatives may be called on to speak to a specific topic on the agenda as needed.
 - B. The parties reserve the right to invite their Association representative or legal counsel to meetings as deemed necessary upon written notice to the other party.
 - C. The Superintendent/designee and President will serve as co-chairpersons of the committee.

- D. One member appointed by the co-chairmen will serve as Secretary and prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members and Association representatives.
- E. The chairpersons shall recognize a motion by either party to table a topic for further study.
- F. Meeting Schedule and Agenda
 - 1. Meetings will be held as needed on a quarterly basis and limited to two hours; any variance must be mutually agreed to. An agenda shall be submitted at least forty-eight (48) hours prior to the meeting to both parties. The intent is for each side to come to the meeting as well prepared as possible.
 - 2. The specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.
 - 3. Except in emergencies, topics not on the agenda shall not be discussed but placed on the following meeting's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent.
- G. General Guidelines
 - 1. It is recognized that recommendations growing out of these meetings are not binding.
 - 2. Topics that could lead to grievances may be discussed.
 - 3. There will be mutual agreement on any news releases.
 - 4. The school year calendar shall be a topic for discussion.

WORKING CONDITIONS

ARTICLE 9. STUDENT ASSAULT

- 9.1 All cases of physical threat or violence to members of the staff shall be reported to the principal immediately after occurrence. If in the judgment of the employee and/or the principal, the assault is sufficiently severe, the police shall be notified. A written report of all assaults on staff personnel will be made to the Superintendent for further investigation and possible expulsion of the student. Any employee who is assaulted may be excused by the principal to seek a physician's evaluation of his/her injuries. Such leave shall be at no

loss in pay and shall not be chargeable to sick leave provided the employee provides a doctor's note.

- 9.2 For the protection of pupils, professional teaching staff members and non-certificated staff members, there will be an administrator present during the normal school day when the building is open for instructional purposes. In the absence of an administrator, the principal shall designate a professional teaching staff member to act as the principal's representative.

ARTICLE 10.
HOURS OF WORK – OVERTIME

10.1 STANDARD WORK WEEK

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

10.2 NON-STANDARD WORK WEEK

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

10.3 OVERTIME

- A. With the exception of employees held over beyond their normal shift, which the Employer may determine in its sole discretion, overtime shall be offered to employees within the job classification and within the building in which the overtime is to be worked on a rotating basis starting in order of seniority. Employees who decline overtime when offered shall be considered having worked the hours offered for the purposes of rotating overtime. In the event all employees decline overtime, the next employee in rotation within the classification, in the building, may be required to work the overtime. Employees shall receive an overtime rate for all work over forty (40) hours per week.

For custodians, if the District does not receive a volunteer in the building, the District will offer the overtime to all custodians District-wide, and will assign on a rotating basis if there are multiple volunteers. If the District does not receive a volunteer, the District may assign a floater, and as a last resort may assign a substitute custodian or custodial supervisor. In the event the overtime has not been

filled after the above steps, the District may assign a custodian to work the overtime on a rotating basis.

- B. If the employee requests, and the immediate supervisor agrees, said employee may take compensatory time off in lieu of overtime pay for any overtime worked. Such compensatory time shall be granted on the basis of one and one-half hours off for each hour of overtime worked. Time off to use earned compensatory time will be granted within sixty (60) days of the requests made by the employee. No employee shall be permitted to accrue more than forty (40) hours of unused compensatory time and any employee who has accrued unused compensatory time to the 40-hour limit shall be paid in cash for additional overtime worked. If an employee is paid in cash for accrued compensatory time he/she shall be paid at the employee's regular rate at the time of payment. The Employer may cash out all accrued compensatory time in June of each year.
- C. No overtime can be worked or paid unless it has been authorized by the Director of Human Resources or his/her designee. Hours for which an employee is compensated, but during which he or she does not actually work because of sick leave, shall not be computed as work hours for the purpose of calculating eligibility of an employee for overtime pay.
- D. For purposes of this Section, holidays, as set forth in Article 17, and vacations, as set forth in Article 18, shall count as hours worked during the applicable work period in computing overtime pay.
- E. When compensatory time, or any other form of paid leave is used (other than holidays or vacation), it shall not count as hours worked during the applicable work period for purposes of calculating overtime.

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

10.5 BREAKS

Full time employees working eight (8) hours per day shall be entitled to a 15 minute break before and after lunch at times to be assigned by the Employer. These break periods are in addition to the employee's one-half hour unpaid lunch period. Lunch shall be scheduled during a mid-work day period.

Employees working less than an eight (8) hour workday, but who work four hours or more, shall be entitled to one fifteen (15) minute break.

10.6 HEAD CUSTODIANS

There shall be one head custodian in each building. The head custodian shall have additional responsibilities as delineated in their job description.

10.7 SUMMER CUSTODIAL HOURS

During the summer when school is not in session, the District may assign second shift custodians to work first shift. If a second shift custodian is unable to work first shift for childcare reasons or due to another job, the custodian may request to continue working second shift, which shall not be unreasonably denied at the discretion of the District. If the District needs a custodian to work second shift on a certain day, it will request a volunteer. If no one volunteers, the District may assign a custodian who typically works second shift during the school year.

10.8 CALL-IN PAY

If an employee is called in by a non-bargaining unit supervisor to a work assignment that is not adjacent to their normal working schedule, they shall be compensated for a minimum of two (2) hours at their regular rate of pay, provided they report to the work assignment.

ARTICLE 11.

APPOINTMENTS, PROMOTIONS, TRANSFERS, REDUCTIONS IN FORCE AND SEPARATIONS

11.1 EFFECT OF AGREEMENT ON CIVIL SERVICE RULES

Pursuant to Ohio Revised Code Section 4117.10(A), the terms of this Article supersede the civil service requirements set forth in Ohio Revised Code Chapter 124 and the Middletown Civil Service Commission Rules to the extent authorized by law, including but not limited to those relating to probationary employees, vacancies, transfers, reductions in force, and separations. If Ohio law changes regarding the appropriate subjects of collective bargaining under Ohio Revised Code Section 4117.08(B), the parties agree that this Agreement will govern all civil service subjects to the extent permitted by law. The parties will meet and confer regarding any appropriate bargaining subjects authorized by such a change in Ohio law.

11.2 ORIGINAL APPOINTMENTS TO ENTRY LEVEL POSITIONS

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

11.3 PROBATIONARY EMPLOYEES

A. NEWLY-HIRED EMPLOYEES

Newly hired employees shall serve a one hundred eighty (180) work day probationary period during which time the newly hired employee may be disciplined or removed without recourse to the grievance or arbitration provisions of this Agreement or without the right to a hearing before the Civil Service Commission. At the District's discretion, the probationary period for newly hired employees may be extended for an additional one hundred eighty (180) workday period for any employee who takes a leave of absence for longer than thirty (30) work days.

B. TRANSFERRED OR PROMOTED EMPLOYEES

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

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

11.4 VACANCIES

- A. A vacancy is defined as any opening resulting from the death, resignation, termination, retirement, promotion, or transfer of an employee. When the Employer determines that a vacancy in a classified position exists and will be filled, the position will be posted on the District's website on the internet for a period of five (5) days for consideration by all employees and applicants. Copies of posted vacancies will be electronically transmitted to all employees. The vacancy notice shall include a copy of the job description, and classification, hours worked, and department and/or building.
- B. With regard to filling all vacant positions, whether by promotion or transfer, it is understood that the Employer has wide discretion in making determinations of whether a candidate is qualified, or selections based on qualifications, training and performance. Therefore, in a grievance or arbitration proceeding challenging a selection by this method, the burden shall be on the Association to prove that the determination or selection was an abuse of discretion or arbitrary or capricious. Selections made on the basis of seniority - from anyone of the top three most senior eligible applicants (or top two most senior eligible applicants for lateral transfers within the same classification) is not subject to review or challenge in the grievance and arbitration procedures of this contract.

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

11.5 TRANSFERS

A. VOLUNTARY TRANSFER

1. Lateral Transfer Within The Same Classification

Any employee may at any time request in writing a transfer within their respective job classification. Such request should be made to the Director of Human Resources stating their reasons for such a request and their qualifications. If a vacancy exists in the same job classification (i.e. Secretary II to Secretary II) and two or more applicants in the same classification request the position, the Director of Human Resources will award the position on the basis of qualifications, training, and, if applicable, performance. If these factors are otherwise equal, the Employer may choose, at its sole discretion, any of the three (3) most senior eligible applicants. Such selection by seniority under the "rule of three" is without recourse to the grievance or arbitration provisions of the contract. No probationary period will be required for a lateral transfer within the same classification.

2. Lesser Classification

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

B. INVOLUNTARY TRANSFER

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

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

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

11.6 PROMOTIONS

PROMOTIONS WITHOUT WRITTEN EXAMINATION

- A. Vacancies in positions which are not filled by the above transfer positions, shall be filled, in the discretion of the Employer, by the Director of Human Resources on the basis of qualifications, training and, if applicable, performance. If these factors are otherwise equal and the appointment is otherwise consistent with the racial or

ethnic diversity of staff, the Employer may choose, at its sole discretion, any of the three most senior eligible applicants. Such selection by seniority under the "rule of three" is without recourse to the grievance or arbitration provisions of the contract.

- B. Unsuccessful applicants will be notified in writing of the name of the successful applicant or employee. The successful candidate must demonstrate proficiency on the job during a ninety (90) day probationary period before entitlement to the position on a permanent basis. If an initial appointment is involved, a one hundred eighty (180) day probationary period shall be served as set forth in paragraph 11.3, above.
- C. It is understood that the Employer has wide discretion in making selections based on qualifications, training and performance. Therefore, in a grievance or arbitration proceeding challenging a selection by this method, the burden shall be on the Association to prove that the selection was an abuse of discretion or arbitrary and capricious. Selections made on the basis of seniority – from anyone of the top three most senior eligible applicants is not subject to review or challenge in the grievance and arbitration procedures of this contract.
- D. In the event of a successful grievance contesting a selection based upon qualifications, training and performance, the remedy shall be to place the grievant in the vacancy within thirty (30) days from arbitrator's ruling without an award of back pay. The person displaced by the successful grievant shall be entitled to a similar vacancy elsewhere, when available.

11.7 PROMOTION - WAGE ADJUSTMENT

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

11.8 REDUCTION IN WORK FORCE AND LAYOFFS

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

with the least senior employee to be laid off first. Seniority, for purposes of layoff and recall, shall be defined as the uninterrupted length of continuous service with the Employer in a particular job classification computed from the latest date of hire or appointment to the present classification. Authorized leaves of absence or transfer to non-bargaining unit positions with the Employer do not constitute an interruption in continuous service.

3. The Board shall determine in which classification or classifications the layoff should occur and the number of employees to be laid off.
 4. In the classification of layoff, the employees on probation shall be laid off before any employee in that classification employed under a continuing or permanent status is laid off.
 5. The affected employee shall receive a written notice at least ten (10) days prior to the effective date of layoff. They shall be advised of the reason for the layoff, the effective date and a statement of their rights for reinstatement.
 6. For the classifications in which layoff occurs, the Employer shall prepare a recall list and the names of all employees on probation shall be placed on the recall list in the reverse order of layoff. The names of all employees employed in continuing or permanent status shall be placed on a separate recall list in reverse order of layoff. Recalls shall be made from this list before any new employees are hired in the classification or any employee is recalled from the probationary list. An employee who is laid off will retain recall rights for a period of two years from the layoff date.
 7. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list.
 8. The notice of reinstatement shall be made by certified mail to the last known address of the individual on layoff status. Unclaimed, refused or non-deliverable notices, as well as failure to respond within ten (10) calendar days from date of mailing shall constitute refusal of the vacancy.
- B. Any employee affected by reduction in force or other layoff, shall have the right to bump an employee with lesser seniority within the particular job classification. However, if no position is available within the job classification, then said affected employee may bump his/her next previous position only, as long as the position is equal to or a lower paying position. An employee may not bump to a position requiring a promotional examination unless that position was previously held by the employee seeking to bump. Any employee displaced by bumping, shall have bumping rights throughout the classification series. Non-bargaining unit employees may bump back into the unit in the event of a layoff, job abolishment or

non-renewal, however, the bumping employee may only bump the least senior employee in a bargaining unit position previously held by the bumping non-unit employee.

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

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

Library Aides

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

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

Para Professionals

Lunch Aides

Custodial

Maintenance

Utility

11.10 HIGHLY QUALIFIED

Pursuant to the Every Student Succeeds Act (ESSA), paraprofessionals must meet “highly qualified” requirements. If it is determined by the Ohio Department of Education or the United States Department of Education that the Employer will lose funding if it employs paraprofessionals who do not meet the “highly qualified” requirements, all paraprofessionals who are not “highly qualified” according to ESSA will be subject to (1) an involuntary transfer to a position for which they are eligible; or (2) will be terminated. This determination will be made in the sole discretion of the Board or its designee.

For purposes of this Article, “Paraprofessional” is defined in accordance with the ESSA.

ARTICLE 12.
EVALUATION

12.1 The purpose of evaluation is:

- A. To assess a member's work performance.
- B. To help the member achieve greater effectiveness in performance of the work assignment and thereby improve the District's program.

- C. To assist in personnel decisions, including promotion, reassignments, transfer or disciplinary matters.

12.2 PROCEDURES FOR EVALUATION

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

D. RESPONSE TO EVALUATION

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

ARTICLE 13. DISCIPLINE

The Superintendent may issue a written reprimand, suspension without pay or termination of employment for just cause.

- A. Before the employee has a written reprimand placed in his/her official personnel file, or before the employee receives a suspension without pay or is terminated:
 - 1. The employee shall have a pre-disciplinary conference during which time the circumstances shall be explored. At this time the evidence of misconduct or poor performance will be reviewed with the employee.

2. Prior to the conference, the employee shall be notified of the purpose of the conference and the right to representation.
- B. If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the employee following the conference. The employee shall have the right to attach his/her rebuttal to the disciplinary notice.
- C. Disciplinary conferences may be held either at the administration building or at the work site. The employee shall receive at least two (2) days' notice of the conference.
- D. The conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conference.
- E. As a form of disciplinary action, the Board may, upon the recommendation of the Superintendent, suspend an employee without pay for a period exceeding ten (10) days. The Superintendent, with or without Board approval, may issue a suspension without pay for up to ten (10) days.
- F. Should the pre-disciplinary, result in a decision to suspend the employee without pay, or terminate the employee, the employee retains the right to grieve said suspension or termination.

ARTICLE 14.
JOB DESCRIPTIONS

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

ARTICLE 15.
MISCELLANEOUS

15.1 PARAPROFESSIONALS

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

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

15.2 REIMBURSEMENTS

The District will reimburse employees for the cost to renew ODE licenses necessary for the employee to perform their job, up to \$100. To be eligible for reimbursement, the employee must timely obtain licensure renewal and submit documentation to the District. Reimbursement will only be offered during the calendar year in which the license expires. This reimbursement does not apply to coaching permits.

The District will pay for or reimburse employees for fingerprints and background checks after the initial fingerprint and background check is taken for employment.

The District will reimburse paraprofessionals who successfully pass the paraprofessional test, up to \$100. To be eligible for reimbursement, the paraprofessional must timely submit proof of passing the test.

ARTICLE 16.
PERSONNEL FILE

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

LEAVE OF ABSENCE

ARTICLE 17. HOLIDAYS

17.1 The holidays granted without loss of pay to all qualified employees shall be as follows:

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

17.2 An employee, in order to receive holiday pay (at their regular rate of pay) must have worked the regular work day before and after the holiday unless absence from work is due to illness or injury (which is covered by accumulated sick leave), in which event a satisfactory doctor's certificate may be required unless the absence was due to a death in the immediate family, vacation leave or approved personal leave as defined in this Agreement.

17.3 When any of these holidays fall on Saturday, the Friday preceding shall be observed as the holiday. When any of these holidays fall on Sunday, the Monday following shall be observed as the holiday.

17.4 Employees working during the regular school year only, who are not on the active working payroll during the summer break, shall not receive holiday pay for holidays occurring during such summer break; provided, however, that any such ten (10) month employee who works the recognized July 4th holiday will receive holiday pay, plus their regular rate of pay if they are working in their regular job classification on the holiday (i.e., the classification in which they regularly work during the school year).

17.5 For those employees who have not completed the standard thirty-two and one-half (32.5) hour work week, any work performed on an authorized holiday for the school district shall be compensated on the basis of one hour of paid time for every hour worked, in addition to the regular holiday pay.

ARTICLE 18.
VACATIONS

18.1 The effective date for vacations earned shall be the employee's anniversary date and shall accrue according to the following schedule:

YEARS OF CONTINUOUS SERVICE	ANNUAL VACATION DAYS
1-7.9	10 days
8-17.9	15 days
18-24.9	20 days
25+	25 days

18.2 Employees working ten months or less per year are not entitled to vacation. When an employee is transferred or promoted from a ten-month employment to a twelve-month employment, years of service for the purpose of calculating vacation time will be based upon the employee's number of years of employment, times the number of days per year of such employment, times the number of hours worked each day of the year divided by 2080 hours (number of years employed x number of days per year x number of hours worked each day ÷ 2080 hours).

18.3 Payment for unused vacation leave will be made in the case of the death of the employee. Otherwise an employee, in order to receive vacation pay, must be in the actual employ of the Employer at the time he takes his vacation, except that an employee, who has resigned with two weeks' notice and who has not received his vacation pay to which he is entitled, shall receive his vacation pay at the next regular pay period.

18.4 When a holiday occurs during the vacation of an employee, when the schools and the school offices are closed, the said holiday shall not be counted as part of the vacation allowance of said employee.

18.5 Employees working twelve (12) calendar months shall normally be required to take their vacation during the summer when regular school is not in session, or during the winter (Christmas) or spring (Easter) periods when school is not in regular session; provided however, if the work schedule of a department will be seriously handicapped by limiting the vacations to such periods for all employees, the department head may permit vacation to be taken at other times. The Employer reserves the right to limit the number of employees who will be permitted to take vacation days off at any given time in order to insure efficient operation. In cases where a conflict occurs between two (2) or more employees and not all can be accommodated, the employee with the greatest length of service in the school district shall have the preference. Employees authorized to take vacation days at a time other than summer, winter (Christmas), spring (Easter) periods when schools are not in session, shall to the fullest extent possible, take such vacations in maximums of one week at a time.

18.6 No vacation allowance may be earned during the period of an unpaid leave of absence or suspension.

- 18.7 Vacation days may not be accumulated from one year to succeeding years without the written consent of the Superintendent or Director of Human Resources. Unless requested in writing by the Employer, failure to utilize accrued vacation within the 12-month period following the employee's anniversary date will result in a loss of the accrued vacation. In the event of a layoff, if vacation cannot be scheduled prior to the layoff, vacation will be paid at the next regular payroll after the layoff.
- 18.8 Within thirty (30) days' notice prior to an employee's anniversary date, an employee may cash in five (5) days of vacation at that employee's regular hourly rate of pay, payable in the next payroll processing period.

ARTICLE 19.
ABSENCE FROM DUTY

- 19.1 An employee who plans to be absent from duty must report the reason therefor to his or her department head and to his or her building principal prior to the date of absence whenever possible, and, in no case, later than one hour prior to the time set for reporting for duty on the first day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay from the employee shall be made for the period of absence. Such absence may be made the grounds for disciplinary action by the Superintendent of Schools. The employee on authorized leave of absence must report to the proper authority his or her return to duty at least twelve (12) hours prior to the time set for reporting to duty.
- 19.2 A. The Employer, in its sole discretion, may authorize a leave of absence without pay for any period or periods not to exceed three calendar months in any one year for the following purposes:
1. Attendance at college, university, business or trade school.
 2. For the purpose of training in subjects relating to work of the employee and which will benefit the employee and the school district.
 3. Urgent personal business.
 4. For purposes other than those named that are deemed beneficial to the school district.
- B. The Employer, in its sole discretion, may grant a leave of absence without pay in excess of three calendar months for the purpose of attending extended courses of training at a recognized college or university and for other purposes approved by the school district.
- 19.3 CALAMITY DAYS
- A. All employees shall be paid for time lost when the schools in which they are employed are closed due to an epidemic or other calamity and said employees are not required by their Supervisors to report for duty. Nothing in this Agreement shall be construed as requiring payment in excess of an employee's regular wage rate or salary for any time worked while the school in which he or she is employed

is officially closed for reasons set forth by the Superintendent of Schools. In the event school is closed because of snow or ice and an employee receives his or her regular rate of pay for any time not worked because of said condition, said time shall not be counted as hours worked for the purpose of computing overtime during the work period.

- B. In the event the Board schedules student make-up days/hours, all classified employees shall be required to work make-up day/hours when students are present. The employee will not be paid any additional compensation for working on the make-up days/hours unless the employee works in excess of his/her contract days or over forty (40) hours in a work week.
- C. In the event school is closed due to weather or a facility emergency and a custodial, maintenance and/or utility employee has already reported to work, they shall receive half of their hourly wage for any time they have worked before being sent home. This pay is in addition to the regular full-day wage (e.g., if a custodian works 4 hours, he will receive 8 hours of regular pay and 4 hours of half-pay). This additional half-pay shall only occur on up to five calendar days per school year.

ARTICLE 20.
STAFF LEAVE

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

20.1 SICK LEAVE

- A. Days or hours of absence in ¼ day increments authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1¼) days of sick leave credit shall be given to full time employees for each completed month of employment up to fifteen (15) days per year. Effective July 1, 2021, employees shall be permitted a maximum accumulation under this Article of two hundred fifty (250) days.
- B. All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this regulation. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio and have not been paid to the employee, in any form, by the previous employer(s). Sick leave up to a total of fifteen (15) days shall be allowed for employees who come from other states, where such sick leave has accumulated under the laws of that state and is certified by the proper school official. In no event shall sick leave accumulate at a faster rate than allowed by paragraph A hereof.
- C. On reporting to duty, each newly hired employee shall be credited with five (5) days sick leave, as prescribed by Section 3319.08 and 3313.21 Revised Code of

Ohio. These five (5) days are construed as being concurrent with, but not in addition to the sick leave credit accumulated under paragraph A, above.

- D. After the completion of each month of service, one and one fourth (1-1/4) days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered. Persons who have been employed in the Middletown City School District for a period of five (5) years or more and who have consumed all presently accumulated sick leave, on the recommendation of the Superintendent of Schools and approval of the Board of Education, may be granted an advancement on their sick leave to be earned thereafter. Employees shall return borrowed sick leave days to the employer as credited each month until such time all days have been returned to the District. If the employee leaves employment with the District for any reason, before repayment of all borrowed days, the District shall withhold any such amount from the employee's final paycheck.
- E. The same accrual of one and one fourth (1-1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.
- F. Sick leave shall be used for periods not to exceed their accumulated sick leave account for the following causes:
 - 1. Personal illness or injury.
 - 2. Exposure to contagious disease until quarantine is lifted or danger removed.
 - 3. Death of father, father-in-law, mother, mother-in-law, spouse, or child.
 - 4. Death of sister, brother, aunt, uncle, grandparent, or step-parent.
 - 5. Death of close friend, distant relative, or neighbor. (Up to 2 days maximum)
 - 6. Serious illness or death in the employee's immediate household.
 - 7. Serious illness of parents, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law or children or grandchildren living in a separate household when the presence of the employee is necessary.
 - 8. Serious illness of brother or sister living in a separate household. (Up to 3 days maximum)
 - 9. Disability or illness due to pregnancy.
- G. If an administrator has a concern with an employee's excessive or unusual pattern of sick leave use, they must request a meeting with the employee to discuss their concerns. If the explanation of use satisfies the administrator's concerns, the matter shall be closed. If the administrator still has concerns, they may require the employee to provide statements, written evidence, affidavits or other valid proof substantiating the reason or cause for the sick leave. Said proof shall be submitted to the building principal or immediate superior and then forwarded immediately to the office of the Superintendent of Schools. For all meetings, the employee shall have the right to Association representation. The meeting reference above is not a prerequisite to discipline.

- H. The employee may appeal in writing to the Superintendent of Schools for special consideration for additional sick leave because of extreme hardship.
- I. Upon exhaustion of accumulated sick leave, an employee may make application for borrowed sick leave for a catastrophic illness in accordance with the ELF Plan provisions set forth in Appendix B to this contract.
- J. Effective July 1, 2021, any employee who has 250 sick days accumulated as of September 1 of each school year is entitled to use up to 15 days of sick leave before any sick leave will be subtracted from his/her total of 250 days. No more than 250 days can be accumulated. This section (J) only applies to employees who have notified the District of their intent to retire by December 1 of the retirement year.
- K. Falsification of sick leave is grounds for termination.

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

- A. PERSONAL LEAVE. Each employee shall be entitled to not more than three (3) days of absence, with pay, each school year due to personal reasons, which day shall not be deducted from sick leave nor shall such days accumulate from year to year. If possible, the employee will give his/her principal or supervisor forty-eight (48) hours advance notice of his/her intention to take such leave. When a staff member is absent for personal reasons, a report of such absence shall be filed by the employee with his/her supervisor within ten (10) days following the absence. Personal leave shall not be unreasonably denied. Any unused personal leave shall be converted to sick leave each year.

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

20.3 EMERGENCY LEAVE

- A. Days of absence authorized under emergency leaves shall be fully paid days unless stipulated in each individual emergency leave, and shall not be deducted from sick leave accumulation. Emergency leave requests shall be submitted as soon as possible after the employee becomes aware that emergency leave is necessary.

1. JURY DUTY

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

2. MILITARY DUTY

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

3. COMPULSORY LEAVE

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

4. OTHER LEAVE

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

20.4 SERVICE-CONNECTED INJURY LEAVE

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

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

20.5 MEDICAL LEAVE

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

20.6 CHILD CARE LEAVE

A. LEAVE RIGHTS

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

2. APPLICATION FOR LEAVE

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

3. RIGHTS WHILE ON LEAVE

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

4. REINSTATEMENT RIGHTS

Upon returning to service at the expiration of a leave of absence, the employee resumes the status which he/she held prior to the leave. When an individual on an authorized leave of absence with a time-certain determines that he/she wishes to return to active employee status prior to the expiration of the full term of said leave of absence, the Board, through its authorized representative, shall make every effort to return the individual to the same or similar status that the individual had prior to leaving, subject however, to the then current needs of the school district.

5. CHILD CARE LEAVE

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

COMPENSATION

ARTICLE 21. SEVERANCE

- 21.1 Upon retirement from the Middletown City School District, an employee shall be compensated for unused sick leave to the extent of one-fourth ($\frac{1}{4}$) of their accumulated unused sick leave.
- 21.2 At the time of retirement, an employee shall be compensated at their current hourly rate of pay, times the employee's regularly scheduled hours, which equals the daily rate of compensation.
- 21.3 An employee with five (5) years or more of service in the District who dies in active service is deemed, for purposes of this Article, to have retired the day prior to his/her death.
- 21.4 In addition to the benefit provided in section one, above, employees who retire during their 30th year of service will be entitled to be compensated for a sum equal to one-third ($\frac{1}{3}$) of their accumulated but unused sick leave for the accumulated sick leave days between one hundred ninety (190) and two hundred fifty (250), provided such employee is eligible to retire on their 30th anniversary date and gives written notice of such to the Director of Human Resources prior to December 1 during the 30th year of service. Such employee must also have accumulated at least two hundred twenty (220) days of sick leave on such retirement date.
- 21.5 EARLY RETIREMENT INCENTIVE

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

ARTICLE 22. INSURANCE

- 22.1 The Board shall provide employees the same health insurance options enjoyed by the administrative employees of the District with the Butler Health Plan, which will be substantially similar to the District's current plan. The Board will pay 80% of a single or family membership in medical and dental insurance. For purposes of this Article, a full-time employee is defined as an employee who works a regular schedule of 20 hours or more per week.
- 22.2 The Board of Education will pay the cost of a \$40,000.00 Term Life Insurance Policy with double indemnity clause for accidental death or dismemberment for all regular full-time employees as defined in paragraph 22.1, above.
- 22.3 Each new employee will receive health, dental and life insurance coverage on the first billing date providing a timely application has been filed.

- 22.4 Termination of the contract will be effective on the billing date following the termination date of the employee, unless the employee elects an applicable continuation option pursuant to notice provided by the insurer.
- 22.5 Subject to the requirements of the insurer, the Board of Education will provide single contract vision coverage not to exceed a maximum contribution by the Employer of \$4.42 per month, per employee. The remainder of the cost for vision coverage will be provided by the employee by virtue of automatic payroll deduction. Subject to any applicable enrollment limits by the insurer, the cost of dependent coverage shall be paid by the employee through payroll deduction. All employees shall be required to enroll and pay for vision coverage.
- 22.6 A. Notwithstanding the provisions in paragraphs 22.1 for employees hired after May 1, 1990, the Employer will pay only the following portions of applicable health insurance premiums:
- 32.5 or more hours per week – 80%
 30-32 hours per week – 70%
 20-29 hours per week – 50%
 19 hours per week or less – no payment by the Employer
- B. Employees who work less than forty (40) hours per week shall have their qualification percentage set forth in paragraph A, above, based upon the average number of hours worked in the preceding year.
- 22.7 Employees shall be eligible to participate in the Butler County/BHP Consortium 21S dental plan, or its equivalent.
- 22.8 All health and dental insurance benefits will be provided to retired rehired bargaining unit members provided that they are not eligible to receive benefits elsewhere. The employee may opt out of coverage upon notification to the District.

ARTICLE 23.
 TRAVEL RATE

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

ARTICLE 24.
 TUITION CREDIT

- 24.1 A. Employees taking work related coursework, including coursework toward a two-year associate degree or four-year bachelor's degree, are eligible for tuition reimbursement if such coursework is pre-approved by the Superintendent or his or

her designee. Reimbursement eligibility shall not exceed \$1,300 per employee (except paraprofessionals taking classes to obtain their teaching license are eligible for up to \$1,500 reimbursement), nor total more than \$25,000 District-wide for any school year. Such approval by the Superintendent or his or her designee shall be on a first come-first served basis. The Superintendent's decision on pre-approving a course shall be final and not subject to the arbitration procedure of this Contract.

- B. Any employee who receives tuition reimbursement must agree to remain with the Middletown City School District for two years after the course(s) completion. Any employee who fails to remain employed by the District for the required two-year period shall repay the full cost of the tuition reimbursement.

24.2 Appropriate job related and/or required staff training for each classification, consistent with the needs of the District will be provided. At least once each school year, the LMC will meet to discuss appropriate training needs.

ARTICLE 25. WAGES

25.1 Wages for unit employees shall be paid in accordance with the salary schedules attached hereto as Appendix A and shall reflect the following:

- A. 2020-2021: 1.5% wage increase;
- B. 2021-2022: Effective July 1, 2021, wages will be adjusted as follows:
 - 1. A \$1.25 hourly base wage increase will be applied to the paraprofessional salary schedule.
 - 2. A \$1.50 hourly base wage increase will be applied to the custodial salary schedule.
 - 3. All other salary schedules, including the substitute employee schedule, will be increased by 3.0%.
- C. 2022-2023: Effective July 1, 2022, wages will be adjusted as follows:
 - 1. A \$1.25 hourly base wage increase will be applied to the paraprofessional salary schedule.
 - 2. A \$1.50 hourly base wage increase will be applied to the custodial salary schedule.
 - 3. All other salary schedules, including the substitute employee schedule, will be increased by 2.0%.
- D. Beginning with the 2021-2022 school year, step 21 will be added to the salary schedules. Step 25 will be adjusted accordingly.

- E. At the beginning of each school year, employees will advance one step through the District salary schedule from their current position.
- 25.2 The Board of Education hereby agrees with the Union to the tax-sheltered method of the pick-up of employee contributions to SERS. The pick-up will include retirement benefits paid on all salaries and wages, including overtime.
- 25.3 Pays
- A. All employees will automatically be on a 24 period pay plan.
 - B. All employees shall be paid by direct deposit.
 - C. The District will provide 25 pays to all new hires when the employee school year begins on or before August 10. This pay will begin with the second payroll in August.

25.4 Micro-Credentialing Incentive

Employees who complete certain micro-credentialing courses with Digital Promise or another vendor approved by the District will be eligible for a micro-credentialing incentive. Such courses must be pre-approved by the Superintendent or designee.

Employees who complete a single course will receive \$200 upon proof of successful completion. Employees who complete a three course “stack” will receive \$600 upon proof of successful completion. Employees may only receive one micro-credentialing incentive (one single course or one stack).

Current employees must complete the micro-credentialing course in the 2021-2022 or 2022-2023 school year. Employees hired in the 2022-2023 school year must complete the micro-credentialing course in the 2022-2023 or 2023-2024 school year. New hires in the 2023-2024 school year are eligible for a micro-credentialing incentive in the 2023-2024 school year only.

Participation in the micro-credentialing course is strictly voluntary and the District agrees to pay any fees and assume any costs associated with taking the micro-credentialing courses. No employee will be required to pay back any costs or fees regardless if they pass or fail the course.

ARTICLE 26.
DURATION

This Agreement shall become effective July 1, 2020 and shall continue until its expiration on June 30, 2023.

IN WITNESS WHEREOF, The Association and the Board have executed this Agreement this _____ day of ~~December, 2021.~~

January 2022
FOR THE ASSOCIATION

Carol Boosinger
Carol Boosinger, President
Middletown Classified Employees Association

Melissa L. Middleton
Melissa L. Middleton, Treasurer

Mary Totten
Mary Totten, Secretary

Jami Totten
Jami Totten, Vice President

Jeff Nolasco
Jeff Nolasco, Labor Relations Consultant
Ohio Education Association

FOR THE BOARD

Chris Urso
Dr. Chris Urso, President
Middletown City Board of Education

Marlon Styles
Marlon Styles, Superintendent

Randy Bertram
Randy Bertram, Treasurer

Deborah Houser
Deborah Houser, Assistant
Superintendent

Kee Edwards
Kee Edwards, Assistant Director of HR

Eric Sotzing
Eric Sotzing, Business Manager

Jack Hemenway
Jack Hemenway, Attorney
Frost Brown Todd LLC

APPENDIX A

Beginning 2021-2023 (+) = days worked + paid holidays



Trades & Services

2020-2021 SY

Contract Grouping, Trades & Services
Contract Category, Non-Exempt Classified

Trades & Services		
Level of Days	I	
Sub Category	D	
Work Days/Contract	250+	
Hourly Base:	\$ 17.00	
Experience	%	Salary
1		\$ 17.00
2	3.00%	\$ 17.51
3	3.00%	\$ 18.04
4	3.00%	\$ 18.58
5	6.00%	\$ 19.69
6	3.00%	\$ 20.28
7	3.00%	\$ 20.89
8	3.00%	\$ 21.52
9	3.00%	\$ 22.16
10	6.00%	\$ 23.49
12	3.00%	\$ 24.20
15	3.00%	\$ 24.92
18	3.00%	\$ 25.67
25	3.00%	\$ 26.44
Benefits as Described in the MCA Contract		
Positions:		
1. Trades & Services		
2. Custodial Supervisor		

2021-2022 SY

Contract Grouping, Trades & Services
Contract Category, Non-Exempt Classified

Trades & Services		
Level of Days	I	
Sub Category	D	
Work Days/Contract	250+	
Hourly Base:	\$ 17.51	
Experience	%	Salary
1		\$ 17.51
2	3.00%	\$ 18.04
3	3.00%	\$ 18.58
4	3.00%	\$ 19.13
5	6.00%	\$ 20.28
6	3.00%	\$ 20.89
7	3.00%	\$ 21.52
8	3.00%	\$ 22.16
9	3.00%	\$ 22.83
10	6.00%	\$ 24.20
12	3.00%	\$ 24.92
15	3.00%	\$ 25.67
18	3.00%	\$ 26.44
21	3.00%	\$ 27.23
25	3.00%	\$ 28.05
Benefits as Described in the MCA Contract		
Positions:		
1. Trades & Services		

2022-2023 SY

Contract Grouping, Trades & Services
Contract Category, Non-Exempt Classified

Trades & Services		
Level of Days	I	
Sub Category	D	
Work Days/Contract	250+	
Hourly Base:	\$ 17.85	
Experience	%	Salary
1		\$ 17.85
2	3.00%	\$ 18.40
3	3.00%	\$ 18.95
4	3.00%	\$ 19.52
5	6.00%	\$ 20.69
6	3.00%	\$ 21.31
7	3.00%	\$ 21.93
8	3.00%	\$ 22.61
9	3.00%	\$ 23.24
10	6.00%	\$ 24.68
12	3.00%	\$ 25.42
15	3.00%	\$ 26.14
18	3.00%	\$ 26.97
21	3.00%	\$ 27.78
25	3.00%	\$ 28.61
Benefits as Described in the MCA Contract		
Positions:		
1. Trades & Services		

Supplemental wages for the Custodial I category include:
Add \$3.00 p/hr for electrician, plumber and HVAC Licensed staff

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.

* It is the discretion of the Superintendent/Designee for final placement on the salary schedule.



Library Aides

2020-2021 SY

Contract Grouping, Library Aides
Contract Category, Non-Exempt Classified

Library Aides		
Level of Days		X
Sub Category		A
Work Days/Contract		10+ Hrs/Week
Hourly Base:		\$ 14.77
Experience:	%	Salary
1		\$ 14.77
2	2.95%	\$ 15.21
3	2.95%	\$ 15.66
4	2.95%	\$ 16.12
5	2.95%	\$ 16.60
6	2.95%	\$ 17.08
7	2.95%	\$ 17.59
8	2.95%	\$ 18.11
9	2.95%	\$ 18.64
10	2.95%	\$ 19.19
12	2.95%	\$ 19.76
15	2.95%	\$ 20.34
18	2.95%	\$ 20.94
25	2.95%	\$ 21.56
Benefits as Described in the MCEA Contract		
Positions:		
1. Library Aides		

2021-2022 SY

Contract Grouping, Library Aides
Contract Category, Non-Exempt Classified

Library Aides		
Level of Days		X
Sub Category		A
Work Days/Contract		10+ Hrs/Week
Hourly Base:		\$ 15.22
Experience:	%	Salary
1		\$ 15.22
2	2.95%	\$ 15.67
3	2.95%	\$ 16.13
4	2.95%	\$ 16.60
5	2.95%	\$ 17.09
6	2.95%	\$ 17.60
7	2.95%	\$ 18.12
8	2.95%	\$ 18.65
9	2.95%	\$ 19.20
10	2.95%	\$ 19.77
12	2.95%	\$ 20.35
15	2.95%	\$ 20.95
18	2.95%	\$ 21.57
21	2.95%	\$ 22.21
25	2.95%	\$ 22.86
Benefits as Described in the MCEA Contract		
Positions:		
1. Library Aides		

2022-2023 SY

Contract Grouping, Library Aides
Contract Category, Non-Exempt Classified

Library Aides		
Level of Days		X
Sub Category		A
Work Days/Contract		10+ Hrs/Week
Hourly Base:		\$ 15.52
Experience:	%	Salary
1		\$ 15.52
2	2.95%	\$ 15.98
3	2.95%	\$ 16.45
4	2.95%	\$ 16.94
5	2.95%	\$ 17.43
6	2.95%	\$ 17.95
7	2.95%	\$ 18.48
8	2.95%	\$ 19.02
9	2.95%	\$ 19.58
10	2.95%	\$ 20.16
12	2.95%	\$ 20.76
15	2.95%	\$ 21.37
18	2.95%	\$ 22.00
21	2.95%	\$ 22.63
25	2.95%	\$ 23.32
Benefits as Described in the MCEA Contract		
Positions:		
1. Library Aides		

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.
4. Current support staff will be converted from the old salary schedule to the nearest level on the current salary schedule.
5. Library Aides hired before October 1st of current academic year and work the remaining months in the same academic year will advance one applicable step on the salary schedule.

* It is the discretion of the Superintendent/Designer for final placement on the salary schedule.



Paraprofessionals

2020-2021 SY

Contract Grouping, Paraprofessional

Contract Category, Non-Exempt Classified

Para Professional (Full Time 32.5 hr)		
Level of Days	VIII	
Sub Category	A	
Work Days/Contract	181+	
Hourly Base:	\$	13.95
Experience:	%	Salary
1		\$ 13.95
2	2.95%	\$ 14.36
3	2.95%	\$ 14.79
4	2.95%	\$ 15.22
5	2.95%	\$ 15.67
6	2.95%	\$ 16.14
7	2.95%	\$ 16.61
8	2.95%	\$ 17.10
9	2.95%	\$ 17.61
10	2.95%	\$ 18.13
12	2.95%	\$ 18.66
15	2.95%	\$ 19.21
18	2.95%	\$ 19.78
25	2.95%	\$ 20.36
Benefits as Described in the MCEA Contract		
1. Paraprofessionals 2. Monitors/Lunch Aides		

2021-2022 SY

Contract Grouping, Paraprofessional

Contract Category, Non-Exempt Classified

Para Professional (Full Time 32.5 hr)		
Level of Days	VIII	
Sub Category	A	
Work Days/Contract	181+	
Hourly Base:	\$	15.20
Experience:	%	Salary
1		\$ 15.20
2	2.95%	\$ 15.65
3	2.95%	\$ 16.11
4	2.95%	\$ 16.59
5	2.95%	\$ 17.08
6	2.95%	\$ 17.58
7	2.95%	\$ 18.10
8	2.95%	\$ 18.63
9	2.95%	\$ 19.18
10	2.95%	\$ 19.75
12	2.95%	\$ 20.33
15	2.95%	\$ 20.93
18	2.95%	\$ 21.55
21	2.95%	\$ 22.19
25	2.95%	\$ 22.84
Benefits as Described in the MCEA Contract		
1. Paraprofessionals 2. Monitors/Lunch Aides		

2022-2023 SY

Contract Grouping, Paraprofessional

Contract Category, Non-Exempt Classified

Para Professional (Full Time 32.5 hr)		
Level of Days	VIII	
Sub Category	A	
Work Days/Contract	181+	
Hourly Base:	\$	16.45
Experience:	%	Salary
1		\$ 16.45
2	2.95%	\$ 16.94
3	2.95%	\$ 17.44
4	2.95%	\$ 17.95
5	2.95%	\$ 18.48
6	2.95%	\$ 19.03
7	2.95%	\$ 19.59
8	2.95%	\$ 20.17
9	2.95%	\$ 20.76
10	2.95%	\$ 21.37
12	2.95%	\$ 22.00
15	2.95%	\$ 22.65
18	2.95%	\$ 23.32
21	2.95%	\$ 24.01
25	2.95%	\$ 24.72
Benefits as Described in the MCEA Contract		
1. Paraprofessionals 2. Monitors/Lunch Aides		

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.
4. Current support staff will be converted from the old salary schedule to the nearest level on the current salary schedule.
5. Monitors and Lunch Aides hired before October 1st of current academic year and work the remaining months in the same academic year will advance one applicable step on the salary schedule.

* It is the discretion of the Superintendent/Designee for final placement on the salary schedule.

Building Sec. II
Beginning 2020-2021



Contract Grouping, Building Sec. II
Contract Category, Non-Exempt Classified

Building Sec. II		
Level of Days	V	
Sub Category	G	
Work Days/Contract	205+	
Hourly Base:	\$ 15.18	
Experience:	%	Salary
1		\$ 15.18
2	2.75%	\$ 15.60
3	2.70%	\$ 16.02
4	2.80%	\$ 16.47
5	2.70%	\$ 16.91
6	2.70%	\$ 17.37
7	2.70%	\$ 17.84
8	2.80%	\$ 18.34
9	2.70%	\$ 18.83
10	2.75%	\$ 19.35
12	2.70%	\$ 19.87
15	2.65%	\$ 20.40
18	2.70%	\$ 20.95
25	2.80%	\$ 21.54
Benefits as Described in the MCEA Contract		
Positions:		
1. All Building Secretary II (w. exceptions of 215 +)		

Contract Grouping, Building Sec. II
Contract Category, Non-Exempt Classified

Building Sec. II		
Level of Days	III	
Sub Category		
Work Days/Contract	215 +	
Hourly Base:	\$ 15.18	
Experience:	%	Salary
1		\$ 15.18
2	2.75%	\$ 15.60
3	2.70%	\$ 16.02
4	2.80%	\$ 16.47
5	2.70%	\$ 16.91
6	2.70%	\$ 17.37
7	2.70%	\$ 17.84
8	2.80%	\$ 18.34
9	2.70%	\$ 18.83
10	2.75%	\$ 19.35
12	2.70%	\$ 19.87
15	2.65%	\$ 20.40
18	2.70%	\$ 20.95
25	2.80%	\$ 21.54
Benefits as Described in the MCEA Contract		
Positions:		
1. MMS Asst. Principal Sec. & Attendance		

(+) = days worked + paid holidays

(+) = days worked + paid holidays

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.
4. Current support staff will be converted from the old salary schedule to the nearest level on the current salary schedule.

*** It is the discretion of the Superintendent/Designee for final placement on the salary schedule.**

**Building Sec. II
Beginning 2021-2022**



*Contract Grouping, Building Sec. II
Contract Category, Non-Exempt Classified*

Building Sec. II		
Level of Days	V	
Sub Category	G	
Work Days/Contract	205+	
Hourly Base:	\$ 15.64	
Experience:	%	Salary
1		\$ 15.64
2	2.75%	\$ 16.07
3	2.70%	\$ 16.50
4	2.80%	\$ 16.96
5	2.70%	\$ 17.42
6	2.70%	\$ 17.89
7	2.70%	\$ 18.37
8	2.80%	\$ 18.89
9	2.70%	\$ 19.40
10	2.75%	\$ 19.93
12	2.70%	\$ 20.47
15	2.65%	\$ 21.01
18	2.70%	\$ 21.58
21	2.75%	\$ 22.17
25	2.80%	\$ 22.79
Benefits as Described in the MCEA Contract		
Position:		
1. All Building Secretary II (w. exceptions of 215 +)		

(+) = days worked + paid holidays

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.
4. Current support staff will be converted from the old salary schedule to the nearest level on the current salary schedule.

* It is the discretion of the Superintendent/Designee for final placement on the salary schedule.

*Contract Grouping, Building Sec. II
Contract Category, Non-Exempt Classified*

Building Sec. II		
Level of Days	III	
Sub Category		
Work Days/Contract	215 +	
Hourly Base:	\$ 15.64	
Experience	%	Salary
1		\$ 15.64
2	2.75%	\$ 16.07
3	2.70%	\$ 16.50
4	2.80%	\$ 16.96
5	2.70%	\$ 17.42
6	2.70%	\$ 17.89
7	2.70%	\$ 18.37
8	2.80%	\$ 18.89
9	2.70%	\$ 19.40
10	2.75%	\$ 19.93
12	2.70%	\$ 20.47
15	2.65%	\$ 21.01
18	2.70%	\$ 21.58
21	2.75%	\$ 22.17
25	2.80%	\$ 22.79
Benefits as Described in the MCEA Contract		
Position:		
1. MMS Asst. Principal Sec. & Attendance		

(+) = days worked + paid holidays

**Building Sec. II
Beginning 2022-2023**



*Contract Grouping, Building Sec. II
Contract Category, Non-Exempt Classified*

Building Sec. II		
Level of Days		V
Sub Category		G
Work Days/Contract		205+
Hourly Base:		\$ 15.95
Experience:	%	Salary
1		\$ 15.95
2	2.75%	\$ 16.39
3	2.70%	\$ 16.83
4	2.80%	\$ 17.30
5	2.70%	\$ 17.77
6	2.70%	\$ 18.25
7	2.70%	\$ 18.74
8	2.80%	\$ 19.27
9	2.70%	\$ 19.79
10	2.75%	\$ 20.33
12	2.70%	\$ 20.88
15	2.65%	\$ 21.43
18	2.70%	\$ 22.01
21	2.75%	\$ 22.62
25	2.80%	\$ 23.25
Benefits as Described in the MCLA Contract		
Positions:		
1. All Building Secretary II (w. exceptions of 215 +)		

(+) = days worked + paid holidays

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.
4. Current support staff will be converted from the old salary schedule to the nearest level on the current salary schedule.

*** It is the discretion of the Superintendent/Designee for final placement on the salary schedule.**

*Contract Grouping, Building Sec. II
Contract Category, Non-Exempt Classified*

Building Sec. II		
Level of Days		III
Sub Category		
Work Days/Contract		215 +
Hourly Base:		\$ 15.95
Experience:	%	Salary
1		\$ 15.95
2	2.75%	\$ 16.39
3	2.70%	\$ 16.83
4	2.80%	\$ 17.30
5	2.70%	\$ 17.77
6	2.70%	\$ 18.25
7	2.70%	\$ 18.74
8	2.80%	\$ 19.27
9	2.70%	\$ 19.79
10	2.75%	\$ 20.33
12	2.70%	\$ 20.88
15	2.65%	\$ 21.43
18	2.70%	\$ 22.01
21	2.75%	\$ 22.62
25	2.80%	\$ 23.25
Benefits as Described in the MCEA Contract		
Positions:		
1. MMS Asst. Principal Sec. & Attendance		

(+) = days worked + paid holidays

Beginning 2020-2021

(+) = days worked + paid holidays



Building Sec. I

Contract Grouping, Building Sec. I

Contract Category, Non-Exempt Classified

Building Lead Sec. I		
Level of Days	I	
Sub Category	C	
Work Days/Contract	225	
Hourly Base:	\$ 15.81	
Experience:	%	Salary
1		\$ 15.81
2	2.85%	\$ 16.26
3	2.60%	\$ 16.68
4	2.65%	\$ 17.12
5	2.70%	\$ 17.58
6	2.70%	\$ 18.06
7	2.65%	\$ 18.54
8	2.70%	\$ 19.04
9	2.70%	\$ 19.55
10	2.70%	\$ 20.08
12	2.70%	\$ 20.62
15	2.70%	\$ 21.18
18	2.70%	\$ 21.75
25	2.70%	\$ 22.34
Benefits as Described in the MCEA Contract		
Positions:		
1. MHS Lead Building Sec.		
2. Athletics Secretary		

Contract Grouping, Building Sec. I

Contract Category, Non-Exempt Classified

Building Lead Sec. I		
Level of Days	III	
Sub Category	F	
Work Days/Contract	215+	
Hourly Base:	\$ 15.81	
Experience:	%	Salary
1		\$ 15.81
2	2.85%	\$ 16.26
3	2.60%	\$ 16.68
4	2.65%	\$ 17.12
5	2.70%	\$ 17.58
6	2.70%	\$ 18.06
7	2.65%	\$ 18.54
8	2.70%	\$ 19.04
9	2.70%	\$ 19.55
10	2.70%	\$ 20.08
12	2.70%	\$ 20.62
15	2.70%	\$ 21.18
18	2.70%	\$ 21.75
25	2.70%	\$ 22.34
Benefits as Described in the MCEA Contract		
Positions:		
1. MidState Building Secretary		
2. MHS Counseling Secretary		
3. MMS Building Secretary		
4. MMS Counseling Secretary		

Contract Grouping, Building Sec. I

Contract Category, Non-Exempt Classified

Building Lead Sec. I		
Level of Days	V	
Sub Category	E	
Work Days/Contract	205+	
Hourly Base:	\$ 15.81	
Experience:	%	Salary
1		\$ 15.81
2	2.85%	\$ 16.26
3	2.60%	\$ 16.68
4	2.65%	\$ 17.12
5	2.70%	\$ 17.58
6	2.70%	\$ 18.06
7	2.65%	\$ 18.54
8	2.70%	\$ 19.04
9	2.70%	\$ 19.55
10	2.70%	\$ 20.08
12	2.70%	\$ 20.62
15	2.70%	\$ 21.18
18	2.70%	\$ 21.75
25	2.70%	\$ 22.34
Benefits as Described in the MCEA Contract		
Positions:		
1. Elem. Lead Building Sec.		
2. Highview Lead Building Sec.		

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.
4. Current support staff will be converted from the old salary schedule to the nearest level on the current salary schedule.

*** It is the discretion of the Superintendent/Designee for final placement on the salary schedule.**



Contract Grouping, Building Sec. I

Contract Category, Non-Exempt Classified

Building Lead Sec. I		
Level of Days	I	
Sub Category	C	
Work Days/Contract	225	
Hourly Base:	\$	18.81
Experience:	%	Salary
1		\$ 18.81
2	2.85%	\$ 19.35
3	2.60%	\$ 19.85
4	2.65%	\$ 20.38
5	2.70%	\$ 20.93
6	2.70%	\$ 21.49
7	2.65%	\$ 22.06
8	2.70%	\$ 22.66
9	2.70%	\$ 23.27
10	2.70%	\$ 23.90
12	2.70%	\$ 24.54
15	2.70%	\$ 25.21
18	2.70%	\$ 25.89
21	2.70%	\$ 26.59
25	2.70%	\$ 27.30

Benefits as Described in the MCEA Contract	
Positions:	
1. MMS Lead Building Secretary	

Contract Grouping, Building Sec. I

Contract Category, Non-Exempt Classified

Building Lead Sec. I		
Level of Days	III	
Sub Category	F	
Work Days/Contract	215+	
Hourly Base:	\$	16.28
Experience:	%	Salary
1		\$ 16.28
2	2.85%	\$ 16.74
3	2.60%	\$ 17.18
4	2.65%	\$ 17.64
5	2.70%	\$ 18.11
6	2.70%	\$ 18.60
7	2.65%	\$ 19.09
8	2.70%	\$ 19.61
9	2.70%	\$ 20.14
10	2.70%	\$ 20.68
12	2.70%	\$ 21.24
15	2.70%	\$ 21.81
18	2.70%	\$ 22.40
21	2.70%	\$ 23.01
25	2.70%	\$ 23.63

Benefits as Described in the MCEA Contract	
Positions:	
1. MiddleState Building Secretary	
2. MMS Counseling Secretary	
3. MMS Lead Building Secretary	
4. MMS Counseling Secretary	

Contract Grouping, Building Sec. I

Contract Category, Non-Exempt Classified

Building Lead Sec. I		
Level of Days	V	
Sub Category	E	
Work Days/Contract	205+	
Hourly Base:	\$	16.28
Experience:	%	Salary
1		\$ 16.28
2	2.85%	\$ 16.74
3	2.60%	\$ 17.18
4	2.65%	\$ 17.64
5	2.70%	\$ 18.11
6	2.70%	\$ 18.60
7	2.65%	\$ 19.09
8	2.70%	\$ 19.61
9	2.70%	\$ 20.14
10	2.70%	\$ 20.68
12	2.70%	\$ 21.24
15	2.70%	\$ 21.81
18	2.70%	\$ 22.40
21	2.70%	\$ 23.01
25	2.70%	\$ 23.63

Benefits as Described in the MCEA Contract	
Positions:	
1. Elms. Lead Building Secretary	
2. Highview Lead Building Secretary	

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.
4. Current support staff will be converted from the old salary schedule to the nearest level on the current salary schedule.

* It is the discretion of the Superintendent/Designer for final placement on the salary schedule.



Contract Grouping, Building Sec. I

Contract Category, Non-Exempt Classified

Building Lead Sec. I		
Level of Days	I	
Sub Category	C	
Work Days/Contract	225	
Hourly Base:	\$ 19.19	
Experience:	%	Salary
1		\$ 19.19
2	2.85%	\$ 19.74
3	2.60%	\$ 20.25
4	2.65%	\$ 20.79
5	2.70%	\$ 21.35
6	2.70%	\$ 21.92
7	2.65%	\$ 22.50
8	2.70%	\$ 23.11
9	2.70%	\$ 23.74
10	2.70%	\$ 24.38
12	2.70%	\$ 25.04
15	2.70%	\$ 25.71
18	2.70%	\$ 26.41
21	2.70%	\$ 27.12
25	2.70%	\$ 27.85
Benefits as Described in the MCEA Contract		
Positions:		
1. MBS Lead Building Secretary		

Contract Grouping, Building Sec. I

Contract Category, Non-Exempt Classified

Building Lead Sec. I		
Level of Days	III	
Sub Category	F	
Work Days/Contract	215+	
Hourly Base:	\$ 16.61	
Experience:	%	Salary
1		\$ 16.61
2	2.85%	\$ 17.08
3	2.60%	\$ 17.52
4	2.65%	\$ 17.99
5	2.70%	\$ 18.47
6	2.70%	\$ 18.97
7	2.65%	\$ 19.48
8	2.70%	\$ 20.00
9	2.70%	\$ 20.54
10	2.70%	\$ 21.10
12	2.70%	\$ 21.67
15	2.70%	\$ 22.25
18	2.70%	\$ 22.85
21	2.70%	\$ 23.47
25	2.70%	\$ 24.10
Benefits as Described in the MCEA Contract		
Positions:		
1. MiddleState Building Secretary		
2. MHS Counseling Secretary		
3. MMS Lead Building Secretary		
4. MMS Counseling Secretary		

Contract Grouping, Building Sec. I

Contract Category, Non-Exempt Classified

Building Lead Sec. I		
Level of Days	V	
Sub Category	E	
Work Days/Contract	205+	
Hourly Base:	\$ 16.61	
Experience:	%	Salary
1		\$ 16.61
2	2.85%	\$ 17.08
3	2.60%	\$ 17.52
4	2.65%	\$ 17.99
5	2.70%	\$ 18.47
6	2.70%	\$ 18.97
7	2.65%	\$ 19.48
8	2.70%	\$ 20.00
9	2.70%	\$ 20.54
10	2.70%	\$ 21.10
12	2.70%	\$ 21.67
15	2.70%	\$ 22.25
18	2.70%	\$ 22.85
21	2.70%	\$ 23.47
25	2.70%	\$ 24.10
Benefits as Described in the MCEA Contract		
Positions:		
1. Elem. Lead Building Secretary		
2. Highview Lead Building Secretary		

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.
4. Current support staff will be converted from the old salary schedule to the nearest level on the current salary schedule.

* It is the discretion of the Superintendent/Designee for final placement on the salary schedule.

Beginning 2021-2023 (+) = days worked + paid holidays



Custodial I & II

2020-2021 SY

*Contract Grouping, Custodial
Contract Category, Non-Exempt Classified*

Custodial		
Level of Days		I
Sub Category		D
Work Days/Contract		250+
Hourly Base:		\$ 12.75
Experience	%	Salary
1		\$ 12.75
2	3.00%	\$ 13.13
3	3.00%	\$ 13.53
4	3.00%	\$ 13.93
5	6.00%	\$ 14.77
6	3.00%	\$ 15.21
7	3.00%	\$ 15.67
8	3.00%	\$ 16.14
9	3.00%	\$ 16.62
10	6.00%	\$ 17.62
12	3.00%	\$ 18.15
15	3.00%	\$ 18.69
18	3.00%	\$ 19.25
25	6.00%	\$ 20.41

Benefits as Described in the MCEA Contract:

Positions:
1. Custodians

2021-2022 SY

*Contract Grouping, Custodial
Contract Category, Non-Exempt Classified*

Custodial		
Level of Days		I
Sub Category		D
Work Days/Contract		250+
Hourly Base:		\$ 14.25
Experience	%	Salary
1		\$ 14.25
2	3.00%	\$ 14.68
3	3.00%	\$ 15.12
4	3.00%	\$ 15.57
5	6.00%	\$ 16.31
6	3.00%	\$ 17.00
7	3.00%	\$ 17.51
8	3.00%	\$ 18.04
9	3.00%	\$ 18.58
10	6.00%	\$ 19.69
12	3.00%	\$ 20.28
15	3.00%	\$ 20.89
18	3.00%	\$ 21.52
21	3.00%	\$ 22.16
25	6.00%	\$ 23.49

Benefits as Described in the MCEA Contract:

Positions:
1. Custodians

2022-2023 SY

*Contract Grouping, Custodial
Contract Category, Non-Exempt Classified*

Custodial		
Level of Days		I
Sub Category		D
Work Days/Contract		250+
Hourly Base:		\$ 15.75
Experience	%	Salary
1		\$ 15.75
2	3.00%	\$ 16.22
3	3.00%	\$ 16.71
4	3.00%	\$ 17.21
5	6.00%	\$ 18.24
6	3.00%	\$ 18.79
7	3.00%	\$ 19.35
8	3.00%	\$ 19.93
9	3.00%	\$ 20.53
10	6.00%	\$ 21.76
12	3.00%	\$ 22.42
15	3.00%	\$ 23.09
18	3.00%	\$ 23.78
21	3.00%	\$ 24.50
25	6.00%	\$ 25.97

Benefits as Described in the MCEA Contract:

Positions:
1. Custodians

Supplemental wages for the Custodial I category include:

- Add \$1.00 p/hr for head custodians at Elementary Buildings 1st Shift
- Add \$2.00 p/hr for head custodians at MMS and MHS

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.

* It is the discretion of the Superintendent/Designer for final placement on the salary schedule.



2020-2021 SY

Contract Grouping, Utility Crew
 Contract Category, Non-Exempt Classified

Utility Crew		
Level of Days	1	
Sub Category	D	
Work Days/Contract	250+	
Hourly Base:	\$ 16.00	
Experience	%	Salary
1		\$ 16.00
2	3.00%	\$ 16.48
3	3.00%	\$ 16.97
4	3.00%	\$ 17.48
5	6.00%	\$ 18.53
6	3.00%	\$ 19.09
7	3.00%	\$ 19.66
8	3.00%	\$ 20.25
9	3.00%	\$ 20.86
10	6.00%	\$ 22.11
12	3.00%	\$ 22.77
15	3.00%	\$ 23.46
18	3.00%	\$ 24.16
25	3.00%	\$ 24.89
Benefits as Described in the MCEA Contract.		
Positions: 1. Utility Crew		

2021-2022 SY

Contract Grouping, Utility Crew
 Contract Category, Non-Exempt Classified

Utility Crew		
Level of Days	1	
Sub Category	D	
Work Days/Contract	250+	
Hourly Base:	\$ 16.48	
Experience	%	Salary
1		\$ 16.48
2	3.00%	\$ 16.97
3	3.00%	\$ 17.48
4	3.00%	\$ 18.01
5	6.00%	\$ 19.09
6	3.00%	\$ 19.66
7	3.00%	\$ 20.25
8	3.00%	\$ 20.86
9	3.00%	\$ 21.48
10	6.00%	\$ 22.77
12	3.00%	\$ 23.46
15	3.00%	\$ 24.16
18	3.00%	\$ 24.89
21	3.00%	\$ 25.63
25	3.00%	\$ 26.40
Benefits as Described in the MCEA Contract.		
Positions: 1. Utility Crew		

2022-2023 SY

Contract Grouping, Utility Crew
 Contract Category, Non-Exempt Classified

Utility Crew		
Level of Days	1	
Sub Category	D	
Work Days/Contract	250+	
Hourly Base:	\$ 16.81	
Experience	%	Salary
1		\$ 16.81
2	3.00%	\$ 17.31
3	3.00%	\$ 17.83
4	3.00%	\$ 18.37
5	6.00%	\$ 19.47
6	3.00%	\$ 20.05
7	3.00%	\$ 20.66
8	3.00%	\$ 21.23
9	3.00%	\$ 21.91
10	6.00%	\$ 23.23
12	3.00%	\$ 23.93
15	3.00%	\$ 24.64
18	3.00%	\$ 25.34
21	3.00%	\$ 26.14
25	3.00%	\$ 26.93
Benefits as Described in the MCEA Contract.		
Positions: 1. Utility Crew		

1. Experience as a support staff person shall be evaluated at the time the employee is placed in a classification
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.

* It is the discretion of the Superintendent/Designer for final placement on the salary schedule.

**Bilingual Specialist & Interpreter Salary Schedules
Beginning 2021-2022**



2021-2022 SY

*Contract Grouping: Specialist
Contract Category: Central Office Exempt Non-Admin*

Bilingual Specialist & Interpreter		
Level of Days		VII
Sub Category		D
Work Days/Contract		185+
Hourly Base:		\$ 26.02
Experience:	%	Salary
0		\$ 26.02
1	2.50%	\$ 26.67
2	2.50%	\$ 27.33
3	2.50%	\$ 27.97
4	2.50%	\$ 28.72
5	2.50%	\$ 29.44
6	2.50%	\$ 30.17
7	2.50%	\$ 30.93
10	2.50%	\$ 31.70
12	2.50%	\$ 32.49

Benefits as Described in the MCA Contract

Positions:
1. Interpreter
2. Bilingual Specialist (starts in FY22)

Salary Schedules FY22-FY23

2022-2023 SY

*Contract Grouping: Specialist
Contract Category: Central Office Exempt Non-Admin*

Bilingual Specialist & Interpreter		
Level of Days		VII
Sub Category		D
Work Days/Contract		185+
Hourly Base:		\$ 26.54
Experience:	%	Salary
0		\$ 26.54
1	2.50%	\$ 27.20
2	2.50%	\$ 27.88
3	2.50%	\$ 28.58
4	2.50%	\$ 29.29
5	2.50%	\$ 30.03
6	2.50%	\$ 30.78
7	2.50%	\$ 31.55
10	2.50%	\$ 32.33
12	2.50%	\$ 33.14

Benefits as Described in the MCA Contract

Positions:
1. Interpreter
2. Bilingual Specialist (starts in FY22)

1. Experience as a support-staff person shall be evaluated at the time the employee is placed in a classification.
2. Experience for fractional parts of a year will not be granted.
3. Employees shall advance one step on the salary schedule for satisfactory service, based upon district evaluation procedures.
4. Current support staff will be converted from the old salary schedule to the nearest level on the current salary schedule.

* It is the discretion of the Superintendent/Principal for final placement on the salary schedule.

Beginning 2020-2021



SUBSTITUTE EMPLOYEES

Part Time Employees & *Sub Rate(s)		
*Library Aide	\$	14.84
*Para's/Monitors	\$	11.92
*Lunch Aides	\$	11.92
*Secretary	\$	13.00
Summer Rate	\$	14.06

* It is the discretion of the Superintendent/Designee for final placement on the salary schedule.

**EMERGENCY LEAVE FUND (ELF)
Policy & Eligibility**



I. PURPOSE:

To provide additional days of sick leave for full time employees of the Middletown City School District who experience catastrophic personal accidental injury, non-elective surgery, or other catastrophic illness who are currently out of sick leave, vacation/non-duty, and personal leave.

For purposes of this benefit, a catastrophic condition may include, but is not limited to, a heart attack, stroke, cancer, serious complications due to surgery, and life threatening accidents. A catastrophic illness incapacitates the employee and requires continuing supervision and treatment from a healthcare provider. An employee's own medically certified "catastrophic health condition" may be considered a catastrophic injury or illness.

II. COMMITTEE MEMBERSHIP:

This fund is to be regulated by the E.L.F. Board consisting of:

- The President of the Middletown Teacher's Association, when the matter concerns MTA members.
- The President of the Middletown Certified Employees Association, when the matter concerns MCEA members.
- The Superintendent or Designee.
- The school physician. The physician may be consulted on a case by case basis.
- Additional E.L.F. Board members may be added to serve on this committee with the following conditions:
 - There will be no more than (3) three total members from the association:
 - (3) three MTA members on the E.L.F. Board if the situation pertains to an MTA member. This includes the MTA President.
 - (3) three MCEA members on the E.L.F. Board if the situation pertains to an MCEA member. This includes the MCEA President.
 - There will be no more than (3) three administrators. This includes the Superintendent or designee but does not include the school physician.

Annually, the Superintendent or designee and the Association's Presidents may select E.L.F. Board membership.

III. PROVISIONS OF ELIGIBILITY:

- A. All full time certified & classified employees shall be eligible to be members of the E.L.F.
 - 1. Initial voluntary membership will consist of a non-refundable day of sick leave to be applied by the employee to the E.L.F. program upon time of hire. Between

November 1, and December 1, future enrollment and withdrawal must be done in writing.

2. Membership shall be continuous unless canceled during the period of November 1 through December 1, or an assessment period. All employees will receive an intent form from the Human Resources Office for the purpose of enrolling in or withdrawing from the E.L.F. At such time that the Human Resources Office has received the employee's intent form, it will be recorded and submitted to the Treasurer's Office. Each employee will receive a notice of receipt indicating their participation in the program. Employees not wishing to participate in the E.L.F. will also receive a notice of receipt indicating that they do not wish to participate.
3. New members may join by December 1 of each year or during each assessment period.

B. Days of E.L.F. eligibility are governed by years of service in the Middletown School District as follows:

0-5 years of service	15 days maximum
6 & above years of service	30 days maximum

IV. POLICY PROCEDURES:

- A. E.L.F. leave will **not** be granted until:
 1. All paperwork is received. Proper paperwork needs to be turned in prior to any surgery, procedure, or therapy. In the event of an unforeseen situation, information may be submitted at the earliest possible time and days may be awarded retroactively. This will be determined at the discretion of the E.L.F. Board.
 2. The E.L.F. Board has examined all documentation from the employee's healthcare provider and determined that the employee's condition merits E.L.F. leave.
 3. The E.L.F. Board has met and rendered a final decision. The E.L.F. Board shall meet and render a decision within 10 days of receipt of request.
- B. **All decisions of the E.L.F. Board are final, binding, and not subject to grievance.**
- C. Application for emergency sick leave can only be made under the following conditions:
 1. All accumulated sick and personal leave must be used first.
 2. Extended leave may be granted for catastrophic personal accidental injury, non-elective surgery, or serious illness.
 3. Verification by a physician shall be mandatory prior to any leave being granted.
 4. The application for E.L.F. days is submitted to the Director of Human Resources.
- D. Additional days may be granted above the maximum by the E.L.F. Board. A letter must be submitted to the Human Resources Office requesting additional leave accompanied with a physician verification justifying the need for additional leave. The E.L.F. Board will meet and determine if the request is granted. The decision of the E.L.F. Board is final.
- E. In consideration of the benefits of participating in the E.L.F. each applicant for membership in the Fund shall, as a condition to such application, agree in writing as follows:

“I specifically acknowledge and agree that granting of days from the E.L.F. shall be at the sole discretion of the E.L.F. Board. All decisions of

the E.L.F. Board will be final, binding and not subject to grievance. I further agree to abide by such decision and indemnify and hold harmless the Middletown City School District, Middletown Teachers Association, Middletown Classified Employees Association, the E.L.F. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.”

- F. Unused requested days shall be returned to the E.L.F.
- G. The E.L.F. will begin with one non-refundable day from each contributing staff member. When the fund is depleted below 150 days, each member will be assessed one additional non-refundable day. The E.L.F. Board shall be responsible for notifying certificated personnel of each assessment period.
- H. When an employee donates days to the Fund, he/she agrees to the above stated rules for administration of the Fund and agrees to abide by the stated rules.

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