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**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**GROVEPORT MADISON LOCAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**AND**

**LOCAL #312,  
OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES/AFSCME Local 4/AFLCIO**

**July 1, 2012**

**THROUGH**

**JUNE 30, 2015**

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## ARTICLE 1

### RECOGNITION AND DEFINITIONS

1.01 The Board of Education recognizes Local #312 of the Ohio Association of Public School Employees as the sole and exclusive representative for all regular non-certificated employees who are under contract with the Board of Education.

1.02 For purposes of recognition and negotiations, the bargaining unit shall consist of and be limited to employees in the following classifications:

- A. Cafeteria Personnel
  - 1. Head Cook
  - 2. Cook
- B. Custodial
  - 1. Head Custodian
  - 2. Custodian
- C. Maintenance
- D. Grounds Maintenance
- E. Clerical I
- F. Inter-School Delivery

Excluded from the bargaining unit are all substitute employees, supervisors, directors, coordinators, administrative employees and confidential employees. For purposes of this Agreement, confidential employees shall include the following classifications:

- A. Secretary to the Superintendent
- B. Secretary(ies) to the Treasurer
- C. All Clerical II employees

1.03 The recognition of the Union shall be for the term of this Negotiated Agreement.

1.04 All members of the bargaining unit have the right to become a member of the Union and the right to refrain from such without intimidation or coercion.

1.05 This recognition constitutes an agreement between the Board and the Union to provide the framework in a good faith attempt to reach mutual agreement regarding matters related to terms and condition of employment for members of the bargaining unit. Both the Board and the Union are under no obligation to agree to any proposal or to make any concessions. The Board cannot reduce, negotiate or delegate its legal responsibility.

1.06 The Union shall represent all employees of the school system within the bargaining unit equally and without discrimination regardless of their membership or non-membership in the Union.

1.07 Sections 1.02(A) and (B) each constitute two separate classifications, except for purposes of Article 2.01.

1.08 **DEFINITIONS**

- A. **Administrator** means the appropriate Central Office Administrator.
- B. **Agreement** means this Negotiated Agreement.
- C. **Board** means the Board of Education or anyone authorized to act on behalf of the Board of Education.
- D. **Board of Education** means the Board in its official capacity.
- E. **Days** means calendar days.
- F. **District** means Groveport Madison Local School District.
- G. **Employee** or **Unit Member** means a member of the bargaining unit.
- H. **Local** or **Local #312** means OAPSE Chapter #312.
- I. **Superintendent** means Superintendent or designee.
- J. **Union** means OAPSE/AFSCME.
- K. **Work days** means week days, other than school holidays.
- L. **Seniority**
  - 1. **System Seniority** shall be defined as total continuous service within the District as computed from the employee's most recent date of employment.
  - 2. **Job Classification Seniority** shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.
  - 3. Seniority shall cease when an employee is no longer employed in a bargaining unit position.
  - 4. Authorized leaves of absence do not constitute an interruption in continuous service, however, while on leave of absence seniority will not continue to accrue.

**ARTICLE 2**

**BARGAINING PROCEDURES**

2.01 The Board and Union shall each designate a bargaining team equal to the number of bargaining unit classifications which have in excess of five (5) employees. All bargaining shall be conducted exclusively between the teams.

2.02 Between sixty (60) and ninety (90) calendar days prior to the expiration date of the Negotiated Agreement, either party may notify the other of a desire to commence bargaining. Within fifteen (15) days of such notice, the first meeting shall be scheduled between the parties and during that first meeting, the Union and Board shall exchange issues proposed for discussion. The bargaining agenda shall then be set and no additions shall be made without mutual consent. All necessary subsequent meetings shall be held at times and places mutually agreed to by the parties.

2.03 **TIME LIMITS:**

- A. If agreement is not reached within sixty (60) calendar days from the first bargaining session, the provisions of Section 2.08 will be implemented.
- B. Either party may call caucuses during negotiations for a period of up to thirty (30) minutes.
- C. Bargaining sessions shall last a maximum of three (3) hours.
- D. These limits may be modified by mutual agreement.
- E. The Board shall grant release time for those employees involved as part of the negotiating team.

2.04 Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

2.05 No statements or releases shall be made to the media, either print or broadcast, except as agreed by both parties pertaining to negotiations during the period of negotiations except in the event of an impasse.

2.06 The bargaining teams shall have the authority to indicate tentative agreement pending final approval by the Board and the Union. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Board and the Union for approval. Following approval by both parties, the Agreement shall be binding on both parties.

2.07 The members of the Union agree that they will neither cause nor sponsor any strike, slowdown, or other work stoppage during the term of this Agreement. In the event the Union violates this provision, it shall be subject to appropriate penalties by the Board. In recognition of this continuous performance pledge, the Board agrees there will be no "lock-out" of members of the Union except if such "lock-out" is a result of the Board's inability to pay which results in the closing of all regular schools.

2.08 **RESOLVING DIFFERENCES**

- A. **Mediation** - Following the sixty (60) day period described in Section 2.03 above, either party may cause unresolved issues to be submitted to mediation within ten (10) calendar days of a written request to the other party. The Federal Mediation

and Conciliation Service will be utilized and mediation will conform to their rules and guidelines.

- B. If, after a minimum of fifteen (15) calendar days, mediation has not resolved the differences, the bargaining teams may meet privately at least once in an attempt to reach an agreement.
- C. The expenses of the mediator shall be shared equally by the parties.
- D. Recommendations of the mediator shall not be made public and shall not be binding on the parties.
- E. These procedures are intended to supersede the statutory impasse procedures of Chapter 4117 of the Ohio Revised Code.

2.09 **Preparation and Printing of Contract**

- A. Upon ratification of the Agreement by both parties, the Board will prepare the final contract for signatures and printing. When the Agreement has been signed, the Ohio Association of Public School Employees (OAPSE) will print the contracts. The cost of printing shall be shared equally by both parties.

**ARTICLE 3**

**UNION AND EMPLOYEE RIGHTS**

3.01 No employee shall be subject to discrimination, coercion or intimidation in the exercise of their employment right or rights under this Agreement because of or as a result of the employee's race, color, creed, national origin, age, sex, handicap, if able to perform duties, Union membership or the failure to secure or maintain Union membership. The Union shall not be held liable under this section for a decision in which the Union does not participate.

3.02 Union representatives may, with the approval of the responsible Administrator, conduct grievance investigations on school property providing it does not interfere with anyone's work assignment.

3.03 The Local shall have the right to use school facilities for meetings. Meetings of the Local shall be scheduled so as to not interrupt the normal school days and shall be pursuant to Board policy governing the use of buildings.

3.04 The Local shall have the right to use school equipment provided all costs incurred therewith are paid by the Local.

3.05 The Local shall have the right to use the school mail system and bulletin boards as approved by the responsible Administrator.

3.06 The Board will provide paid professional leave with no reimbursement of expenses for local delegates to attend the Union delegate convention. No more than three (3) delegates may attend such convention.

3.07 Members of the Local may attend the Central District OAPSE Day meeting once a year without loss of pay, as long as it is on COTA day. Each employee must provide the Superintendent with satisfactory proof of such attendance. The employee shall give written notice to the Superintendent of his intention to attend said meeting not less than seven (7) calendar days prior to the meeting. A maximum of ten (10) employees may take off work to go to the meeting, unless additional attendance is authorized by the Superintendent.

3.08 All employees will be eligible to be released from duty to attend a Local contract ratification or election of officers meeting. Such meetings shall not be held during the school day. The length of time away from duty shall not exceed two (2) hours for election of officers meetings or four (4) hours for ratification meetings. Minimum notice to Building Administrator shall be one (1) day. Prior to departure either the building is to be cleared of persons or necessary coverage verified.

3.09 Upon request to the Administrator, the Local President may be granted reasonable time to visit schools and facilities.

3.10 With the approval of the Building Administrator in advance, second shift employees can attend monthly Local #312 meetings if they make up their hours on that same day.

#### **ARTICLE 4**

##### **MANAGEMENT RIGHTS**

4.01 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio, and of the United States.

4.02 The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the Ohio Revised Code.

#### **ARTICLE 5**

##### **GRIEVANCE PROCEDURE**

###### **5.01 DEFINITIONS AND RULES**

- A. A grievance is defined to be a question or controversy between any employee or group of employees and the Board involving the interpretation or application of the express written provisions of this Agreement.
- B. No adjustments to any grievance shall be made without the Local having the right to be present, nor shall any adjustment be made inconsistent with the terms and conditions of this Agreement.

- C. Unit members may have a Local representative present at each grievance hearing if they so desire.
- D. Any grievance not brought or appealed within the time frames specified herein shall be considered as having been waived by the grievant and the Union, and shall not be eligible for further appeal. Should the Board fail to respond within the required time limits, the grievant may present the grievance at the next step as if the grievance had been denied. The time limitations provided for in this Article may be extended by mutual written agreement between the Board and the grievant.

#### 5.02 INFORMAL CONFERENCE

Within ten (10) working days of an event giving rise to a potential grievance, the employee and the immediate supervisor shall meet to attempt to settle the problem informally. The informal conference shall take place prior to the filing of the written grievance. A problem which cannot be resolved informally may be processed as a grievance. The grievant and the immediate supervisor shall sign and date the grievance form indicating that the informal conference occurred.

#### 5.03 STEP ONE (IMMEDIATE SUPERVISOR)

Within ten (10) working days of the informal conference (but in no event later than twenty (20) working days from the event giving rise to a grievance), the employee or group of employees will present the grievance in writing to the supervisor or the appropriate designated person. The employee will designate on the grievance form the section of the Agreement which he/she believes has been misinterpreted or misapplied. Within ten (10) working days after the presentation of a grievance, the supervisor or designated representative shall conduct a hearing. Within ten (10) working days of the hearing, the immediate supervisor shall give his/her answer in writing to the employee or group of employees.

#### 5.04 STEP TWO (DIRECTOR OF PERSONNEL)

If the grievance is not resolved in Step One, the employee or group of employees may, within ten (10) working days of receipt of the supervisor's answer, appeal the Step One answer by submitting to the Director of Personnel the answer to Step One with the original grievance statement. Within ten (10) working days of the receipt of the grievance at Step Two, the Director of Personnel shall conduct a hearing with the parties involved. Subsequent to the hearing, the Director of Personnel shall give the employee or group of employees an answer in writing no later than ten (10) working days after said hearing.

#### 5.05 STEP THREE (SUPERINTENDENT)

If the grievance is not resolved in Step Two, the employee or group of employees may, within ten (10) working days of receipt of the Director of Personnel's answer, appeal the Step Two answer by submitting to the Superintendent the answer at Step Two with the original grievance statement. Within ten (10) working days of the receipt of the grievance at Step Three, the Superintendent shall conduct a hearing with the parties involved. Subsequent to the hearing,

the Superintendent shall give the employee or group of employees an answer in writing no later than ten (10) working days after said hearing.

**5.06 STEP FOUR (GRIEVANCE MEDIATION)**

If the grievance is not resolved in Step Three, the Union shall submit the grievance to Federal Mediation and Conciliation Service (FMCS) grievance mediation. The parties shall first attempt to agree on a mediator, and if unable to do so will ask FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS rules.

**5.07 STEP FIVE (BINDING ARBITRATION)**

If the grievance is not resolved in Step Four, the Union shall have the right to appeal the dispute to final and binding arbitration. Such appeal must be made within ten (10) working days from the date of the final Step Four mediation session by filing a written notice with the Superintendent. The parties shall mutually request a list of nine (9) arbitrators from the FMCS. Both parties may reject one list and ask for a replacement. The arbitrator shall be chosen pursuant to FMCS rules. The cost of the arbitrator shall be borne equally by both parties.

**5.08 POWER OF THE ARBITRATOR**

- A. The arbitrator's decision shall be final and binding on all parties.
- B. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall he make any decision contrary to law.

**ARTICLE 6**

**REDUCTION IN FORCE**

6.01 In the event the Board of Education determines it is necessary to reduce employees due to: lack of funds, lack of work, declining enrollment or abolishment of positions, the Superintendent will follow the procedures listed below in determining bargaining unit contract suspension.

- A. The number of employees affected by the reduction in force will be kept to a minimum in so far as practical, by the use of attrition.
- B. When it is necessary to reduce employees for reasons other than abolishment of a position, the layoff shall occur in reverse classification seniority, with the least senior employee in the classification(s) affected laid off prior to those with more classification seniority.
- C. When it is necessary to reduce an employee due to the abolishment of a position, the employee whose position is abolished shall have the right to bump any less senior (classification seniority) employee in the same classification who has the same or a lesser number of regularly scheduled hours. Any employee bumped

pursuant to this Section C shall also have the same bumping rights, until all bumping is completed.

- D. Should the laid off employee have accrued seniority as a regular employee in another classification, he/she shall have the right to bump the least senior employee in the other classification, based upon total system seniority.
- E. In the event of identical hiring dates or identical entry classification dates, the employee to be reduced shall be determined by lottery draw.
- F. When the Board determines it may become necessary to reduce staff, a jeopardy list of affected positions will be prepared and made available along with the system seniority list and classification seniority list. These lists will be posted in all buildings and a copy sent to the president of Local #312. At least twenty-one (21) days prior to the effective date of reductions the Board will notify all affected employees by certified mail.
- G. It is the responsibility of the employee affected by the jeopardy list to keep the Administrator updated on current address for notification purpose.
- H. No daily hourly reductions will occur except by mutual agreement of the Employer and the Union. Where feasible, layoffs will take precedence over hourly reductions.

I. **RECALL**

- 1. Members who have been involved in a reduction in force will be recalled in inverse order of reduction within the classification affected.
- 2. No employees new to the District will be employed in a classification until all members affected by the RIF are given the opportunity for re-employment in their classification.
- 3. In the event an employee is notified of a vacancy in person or by certified mail and does not respond in ten (10) days to accept the position, he/she will lose all recall rights.
- 4. A RIFed employee will be given preferential consideration as a substitute within their eligible classification.
- 5. Employees who are laid off shall maintain their recall rights for a two (2) year period, provided such employees keep a current address on file with the Board and provided the employee responds to any recall within ten (10) days of the notice. Failure to respond to a recall notice or the rejection of the position offered shall result in a termination of recall rights, unless the position offered is for less hours than the employee had at the time of layoff

6. Bidding within classification will take place prior to any recalls. Bidding outside of classification will take place after any recalls.

## **ARTICLE 7**

### **VACANCIES**

#### **7.01 DEFINITION OF VACANCY**

- A. A vacancy is defined as a bargaining unit position that the Board intends to permanently fill.
- B. The Board is not required to fill "open" positions.
- C. At anytime during the process of filling the vacancy the Board may determine not to fill the position after all.
- D. If the Board does not intend to fill a position, it will inform the Local of the reason.

#### **7.02 POSTING OF VACANCIES**

- A. Notification of vacancies shall be posted on the District website, in each building, and on the District voicemail. Employees may apply for positions with a written application, or by email to the appropriate administrator.
- B. A copy of all vacancy postings will be provided to the Local president within five (5) working days of the time a vacancy is determined.
- C. Vacancy postings shall contain at least the following information:
  1. Title of the position.
  2. Application deadline.
  3. Starting date of the position, if known.
  4. Qualifications for the position.
  5. Anticipated number of days per year and hours per day.
  6. Job description, if requested and available.

#### **7.03 APPLICATION PROCEDURES**

- A. Employees shall have five (5) days from the posting of the vacancy to apply for the position. The posting will be on the same day at each posting location. If the posting does not occur on the same day, the five-day period shall not begin until

the vacancy has been posted at all posting locations. (The posting date for vacancies occurring during the summer shall be defined as the postmark date.)

7.04 **CRITERIA FOR EVALUATING APPLICATIONS**

- A. Qualifications of the applicant, including but not limited to the applicant's education, relevant experience, aptitude for the position, attendance record, and performance evaluations.
- B. Results of written and/or performance examinations.
- C. Recommendations of the building principal and/or supervisors involved.
- D. Where the foregoing factors are equal, preference will be given to the internal applicant with the greatest system seniority.

7.05 **AWARDING OF POSITIONS**

A. **Bidding Within Classification**

- 1. Notwithstanding the criteria outlined in Section 7.04 above, if one or more applicant(s) for a vacancy are currently working in the same classification as the vacancy, the applicant from that classification with the most classification seniority will be awarded the position, subject to the probation period discussed in Section 7.06 below.

B. **Bidding Outside of Classification/Outside Applicants**

- 1. If all applicants from the same classification as the vacancy return or are returned to their previous position during the probation period, or if no employee in the same classification bid on the vacancy, then any other employee who applied for the position during the posting period will be considered for the vacancy.
- 2. All qualified internal applicants will be granted an interview. If an internal applicant is judged by the Board to be the most qualified applicant for the vacancy, he/she will be awarded the position, subject to the probation period discussed in 7.06(A) below.
- 3. Vacancies may be filled from outside the bargaining unit only if the most qualified applicant is not from within the bargaining unit.
- 4. The Board has the sole discretion to determine whether an applicant is the "most qualified applicant."

## 7.06 PROBATION PERIOD

### A. For Current Employees

1. All internal applicants who are awarded a vacancy in the same classification that they are currently working will serve a five (5) actual work day probationary period. All internal applicants who are awarded a vacancy in a different classification than they are currently working will serve a fifteen (15) actual work day probationary period. The parties may mutually agree to waive the probationary period, or the portion remaining, at any time. At anytime during this probationary period, he/she may return to his/her previous assignment, or the Board may return the employee to his/her former position with written reasons for the action. The Board's decision to return an employee to his/her previous position shall not be grievable.
2. The return of the selected applicant to his/her previous position shall not require re-posting of the vacancy. The vacancy may be filled by selection of one of the previous applicants in accordance with the above provisions.
3. The previous position of an employee serving a probation period will be filled by a substitute during the probation period

### B. For New Employees

1. Employees who are new to the District will serve a probation period of one hundred and twenty (120) actual work days probation period.
2. During this probation period the new employee may be terminated for any reason, and such termination is not grievable. No reason needs to be provided for termination during the probation period.
3. During this probationary period the employee is not eligible to bid on any other positions, unless the position is a promotion (i.e., more hours or higher pay). Changing shifts is not considered a promotion.

## 7.07 MISCELLANEOUS

- A. In all cases the Board shall make the final hiring and probation period decisions, and any decision made shall not be grievable.
- B. If an employee's application for a position has been denied, he/she will, upon request, receive a written or oral explanation of the reasons for the denial.
- C. Unit members may apply for clerical or supervisory non-bargaining unit vacancies.
- D. The Board shall make every effort to post temporary general summer work prior to the end of school. Any employee may apply for such work. All internal

applicants will be granted an interview. Employees who are awarded temporary summer work will receive the posted wage rate for such summer work.

- E. When a substitute has been in a bargaining unit position for ninety (90) working days, the Board must either post the position as a vacancy or eliminate the position, unless the substitute is filling in for a person on a leave of absence.
- F. An employee who bids on and is awarded a new lateral position (the same or a lesser number of hours), even if he/she voluntarily returns to his/her previous position during the probation period, is not eligible to apply for another position for twelve (12) months from the date of being awarded the new position, unless given written permission by the Administrator.
- G. Employment contracts and contract nonrenewals shall operate pursuant to ORC Section 3319.081, except that new employees must actually work at least one hundred twenty (120) work days before being eligible for a two year contract under ORC Section 3319.081.
- H. The Employer will provide a safe work place in compliance with applicable State and Federal laws and regulations. Unit members will make a written report to their supervisor of conditions they believe to be unsafe. Employees are required to immediately (as soon as possible) report all injuries or accidents on the job using the District accident report form.

## **ARTICLE 8**

### **DISCIPLINARY ACTION**

8.01 Discipline shall be imposed on employees of the bargaining unit only for just cause as determined by the appropriate Administrator.

8.02 Disciplinary action may include, but is not limited to, the following: verbal and written reprimands, dismissal, demotion, suspension and termination.

8.03 When the possibility of suspension or termination exists, the Board will schedule a conference with the employee to discuss the charges. Prior to the conference, the Board will provide the charges to the employee. The employee will be given the opportunity to respond to the charges in the conference. The employee has the right to have a union representative present at the conference.

Following the conference, the Board will issue disciplinary action, if appropriate. If the employee decides to grieve the disciplinary action, the grievance will be considered to begin at Step 2 (Director of Personnel).

8.04 The Union and the Board recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would present a danger to students or fellow employees, the Board may immediately suspend the employee with pay pending the hearing referred to in Section 8.03 above. However, should the

employee be found guilty of the charge the Board may withhold pay for the initial emergency suspension.

8.05 Suspension and discharge shall be in accordance with Section 3319.081 of the Ohio Revised Code.

8.06 Employees have the right, upon request, to have a representative present at the imposition of any disciplinary action.

## ARTICLE 9

### PERSONNEL FILES

9.01 The official personnel file for each employee shall be maintained in the office of the Superintendent.

9.02 Employees shall have the right to review the contents of their personnel file with the Superintendent.

9.03 Any employee who wishes to exercise the right provided by this section may be accompanied by another individual of his choice.

9.04 If any employee disputes the accuracy, relevance, timeliness or completeness of the information within the employee's personnel file, he shall request the Board to make an investigation to ensure that information contained within the file is maintained as is necessary to assure fairness in any determination made with respect to the person on the basis of the information. The Board shall notify the employee of the result of such investigation and shall delete any information proven to be untrue or inaccurate.

9.05 If the employee is dissatisfied with the action taken by the Board, the employee may place a brief statement of the employee's position within the personnel file. The employee may also include within the personnel file a statement indicating that the employee believes certain specified information is inaccurate, irrelevant, outdated or incomplete.

9.06 When the Superintendent places a letter containing a complaint against a unit member in the employee's personnel file, the Superintendent shall notify the employee.

9.07 Upon an employee's request, the Superintendent shall review a document in the employee's personnel file which pertains to a discipline or performance problem which is at least two (2) years old. If the Superintendent determines the problem has been corrected, he shall attach a note to the document indicating such.

9.08 When the Administrator receives a letter of commendation for a unit member, he/she shall notify the employee and place the letter in the employee's personnel file.

## ARTICLE 10

### INVOLUNTARY TRANSFERS

10.01 Occasionally, it may be necessary to involuntarily transfer employees. In all cases of transfer, the Superintendent will make the final decision in keeping with the provisions contained in the Agreement.

10.02 Notice of an involuntary transfer will be given to the employee(s) as soon as practicable.

10.03 An involuntary transfer will be made only after an invitation to a meeting between the employee involved and the Superintendent, at which meeting the employee may, at his option, have a representative of the Union present. The employee may decline such meeting.

10.04 In cases involving involuntary transferees, the wishes of the individual employee will be honored to the extent that these considerations do not conflict with the requirements and best interests of the school district and pupils.

10.05 An employee being involuntarily transferred will be placed only in an equivalent position; i.e., one which, among other things, involves no reduction in total compensation and no impairment of tenure. Permanent transfer to a substitute position, other than to avoid reduction in force, is considered a lesser position.

10.06 If an employee is involuntarily transferred due to position elimination, he/she has the option of returning to a vacancy that occurs in the exact same position and building from which he/she was transferred, for a period of twelve (12) months from the date of the transfer. The employee shall be given the opportunity to return before the vacancy is posted.

## ARTICLE 11

### JOB DESCRIPTIONS

11.01 Prior to implementing a change in an official bargaining unit job description, the Superintendent shall offer the Local President an opportunity to review the revised job description. The Board shall have final authority on the composition of all job descriptions.

11.02 Employees will receive a copy of their job description upon hire or request. Upon request, a copy of all bargaining unit job descriptions shall be provided to the Local President. If the Union desires a change in a job description they shall bring the issue to a labor-management meeting.

11.03 The Board agrees to define the maintenance work expected of a building custodian. Any building custodian, as part of his normal duty day, who is requested to do a task which he/she feels inadequate to perform properly, shall notify the Building Administrator of such inability.

## **ARTICLE 12**

### **CAFETERIA**

12.01 In order to qualify for extra duty anywhere in the District, cooks must sign the extra duty form by no later than September 15 of each year, and send it to the Superintendent's designee. Forms will be available in each building office.

12.02 The assignment of extra cafeteria duty shall be made on a rotating basis according to the classification seniority list of all regular cooks desiring to participate in extra duty and special meals. This extra duty list shall be sent to the Local President.

12.03 A cook who accepts or rejects an extra-duty assignment will rotate to the bottom of the list. When a cook is absent due to sick leave, her name shall remain at the same place on the list.

12.04 A cook wishing to work as a sub in another classification must turn in a written request stating that to the personnel office. Cooks will not be permitted to sub in another classification if the subbing would result in the individual working more than forty (40) hours per week, unless the work qualifies for straight time only pursuant to Section 13.07.

12.05 When a cook is absent from work, cafeteria employees in the same building working fewer hours shall be eligible to work that position at their regular hourly rate as follows: The employee with the next most hours will be offered the extra time, and so on until an employee accepts the extra time. In the event of a tie, seniority shall prevail. An employee may not accept the extra time if it will result in overtime.

12.06 All food service employees shall be paid at his/her hourly rate for all hours of mandatory cook meetings that occur before or after his/her regular scheduled hours.

12.07 Two (2) new aprons shall be provided to each cafeteria employee per year, at no cost to the employee. Such aprons shall be provided no later than October 1 of each year.

12.08 There shall be a cook on duty when the Kitchen (as opposed to just the cafeteria) is in use.

## **ARTICLE 13**

### **HOURS OF WORK AND OVERTIME**

13.01 The normal work week shall be forty (40) hours, Monday through Friday. The Board reserves the right to employ individuals who may be required to work a forty (40) hour week between the period of 12:01 a.m. Sunday through midnight Saturday. The appropriate Central Office Administrator will set the daily starting time for all employees. The forty (40) hour work week does not apply to part-time employees. This Article shall not be construed as a guarantee of hours of work per day or per week. Employees will be informed of their initial summer schedule at least five (5) work days prior to the last student day.

13.02 Employees are expected to be on time for work. Failure to report on time may subject the employee to discipline.

13.03 Except as otherwise provided herein, one and one-half (1½) times the employee's regular straight-time hourly rate shall be paid in cash or compensatory time for all approved overtime hours worked in excess of forty (40) hours in one work week, unless the extra hours occurred as a result of an employee's request to revise his/her schedule. Overtime and compensatory time can only be authorized by the Superintendent. Compensatory time may only be taken when school is not in session. No more than forty (40) hours of comp time can be accumulated by any one employee.

- A. For purposes of computing overtime, all time spent in active pay status shall count as hours worked except for sick leave, personal leave and vacation.
- B. The earning of compensatory time must be approved by the Superintendent and agreed to by the employee. The arrangement of compensatory time off shall be by mutual agreement between the employee and immediate Supervisor.

13.04 When overtime or additional hours is authorized it will be offered to employees within that classification within the building in order of job classification seniority on a continuous rotating basis, except for secretaries.

When secretarial overtime or additional hours is authorized, it will be offered first to the person who normally performs that duty. If that person does not accept it, or if it is not a duty that is normally performed by any secretary, it will be offered in order of job classification seniority within the building, on a rotating basis.

13.05 When the appropriate building administrator is informed of a custodial absence, (for day shift absences, at least twelve (12) hours advance notice is required for this section to apply) then custodians in the building where overtime is needed due to the absent employee shall be offered such overtime, on a continuous rotating basis, up to a maximum of four (4) hours daily, prior to a substitute being assigned. Once a sub is called in for an absence, the sub may remain in that position for the duration of the absence.

13.06 The need for overtime or additional hours shall be determined on a day-to-day basis at the discretion of the building administrator when school is in session, and at the discretion of the Administrator during the summer break. A list will be kept in each building of the employees in that building interested in working overtime. Only employees on that list need to be called when overtime is being offered.

#### 13.07 Substituting in a Different Classification

- A. Pursuant to the Fair Labor Standards Act, employees who occasionally perform substitute work in a different classification than their regular job will not be paid time and one-half for that work, even if the employee works more than forty (40) hours in that week.

- B. Employees who wish to sub in a different classification from their regular job must receive a one-time written authorization from the appropriate central office administrator. Another authorization may be required by the administration if the employee's ability to perform the work has changed.
- C. Employees subbing into a different classification shall receive the base rate of pay (0 years of experience) for the classification they are subbing into.

13.08 Exceptions to the restrictions contained in Sections 13.04 – 13.07 may be made by express written authorization of the Superintendent/designee.

13.09 **EXTRA DUTY LIST**

- A. Extra duty is defined as work to be performed at an event that is conducted outside the regular work day, that no one in that building has accepted. If a substitute is not available, the extra duty list will be used to fill the assignment.
- B. In order to qualify for extra duty anywhere in the District, employees must sign the extra duty form by no later than September 15 of each year, and send it to the appropriate administrator. Forms will be available in each building office.
- C. The assignments of such extra duty shall be on a rotating basis within the classification, starting at the top and rotating downward continuously.

13.10 Employees may be subject to additional or different assignments during days when they cannot perform regular job assignments. There shall be no extra compensation or double pay for this assignment. Such assignment(s) shall be within the employee's classification.

13.11 Starting with the fifth (5<sup>th</sup>) consecutive day an employee is assigned to a classification which has a higher pay scale than their normal work assignment, the employee shall be paid at their same step on the higher pay schedule. An employee who is assigned to work less than two (2) hours per day in the higher classification shall not be eligible for the higher pay scale. The determination as to whether the employee is assigned to a higher classification will be made by the Building Administrator. This section does not apply to employees subbing into a different classification.

13.12 The minimum pay for maintenance employees who are called out from home after their regular work hours, on weekends, or on holidays shall be two (2) hours.

13.13 Each eight (8) hour employee is guaranteed a thirty (30) minute lunch and two (2) ten (10) minute breaks per day. The times for the lunch and breaks shall be mutually agreed to by the Building Administrator and employees in each building. If the times cannot be mutually agreed to, the Building Administrator will set the times. The thirty (30) minute lunch shall be duty free, except for emergency circumstances. Employees may leave the building during lunch, but must sign in and sign out, or punch a time clock if such a system is implemented. Violations of the lunch or break times may result in disciplinary action, including docking.

13.14 If an employee is required to work on a Sunday (which does not include voluntarily signing up for Sunday duty), the employee will be paid one and one-half (1½) times their regular hourly rate for all hours worked.

13.15 Overtime rates will not be pyramided or duplicated.

## ARTICLE 14

### PERSONAL LEAVE

14.01 Employees are eligible for up to three (3) days of personal leave per contract year, with full pay. Personal leave should not be considered as vacation time, which employees are entitled to, but is for emergencies and special events. The District has the right to ask an employee for the reason he/she is taking personal leave. Employees are expected to use the days judiciously.

14.02 The employee shall complete an application for the use of personal leave. Said application is to be turned in to the building administrator at least two days in advance of the leave, except that requests for a Monday must be made no later than Friday at 10:00 a.m. unless an emergency situation prevents such prior completion. In that case, the application is to be completed immediately following the return from the leave.

14.03 Personal leave will not be approved during the first five (5) days or the last fifteen (15) days that school is open for instruction each year unless it is deemed an emergency as approved by the Administrator.

14.04 Personal leave will not be approved for the day preceding or following a school holiday or vacation period except in emergency circumstances.

14.05 For purposes of this article, emergency is defined as a serious, unexpected situation, outside of the employee's control, that requires immediate action.

14.06 Personal leave will not be approved if the person requesting the personal leave would earn additional money while on such leave except in the case of honorariums with the permission of the Superintendent.

14.07 Exceptions to the above procedure may be made by the Board and/or Superintendent provided good and sufficient reason(s) is given.

14.08 Employees who are employed for less than a full contract year shall earn personal leave according to the following plan:

- A. 0-10 days of employment - 0 days of personal leave.
- B. 10-70 days of employment - one (1) day of personal leave.
- C. 71-135 days of employment - two (2) days of personal leave.
- D. 136-185 days of employment - three (3) days of personal leave.

14.09 Unused personal days shall be automatically converted into sick leave on a one-to-one basis at the end of each employee's duty year. Such conversion will occur for all employees prior to September 1.

## ARTICLE 15

### HOLIDAYS

15.01 Employees shall be entitled to the following paid Holidays:

- A. **CLERICAL (at least 11½ months per year)**: January 1, Presidents Day, Martin Luther King Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day and the day after, and December 24, 25, 26 and 31. Clerical employees who work less than 11½ months per year shall be entitled to the holidays listed in this section which fall during the employee's duty year.
- B. **MAINTENANCE AND CUSTODIAL**: January 1, Presidents Day, Martin Luther King Day, Good Friday; Memorial Day, July 4, Labor Day, Thanksgiving Day and the day after, and December 24, 25, 26, and 31.
- C. **INTER-SCHOOL DELIVERY, AND CAFETERIA**: January 1, Presidents Day, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
- D. Except as specified above, unit members employed less than nine (9) months shall be entitled to holidays according to Section 3319.087 ORC.
- E. For the maintenance, custodial and clerical classifications only, there will be one holiday day to be taken during winter break. The holiday must be scheduled by each employee with the approval of his/her supervisor.

15.02 To be eligible for a paid holiday, employees must work the preceding and the next following scheduled work days before and after such holidays, except for sick leave supported by a doctor's excuse, or vacation.

15.03 When an employee is required to work on his/her designated holiday, he/she shall have the option of being paid, in addition to his/her regular pay for that day, overtime or compensatory time at the rate of time and one-half for all hours actually worked on the holiday. All regularly scheduled hours not worked on a holiday shall be paid at the regular hourly rate.

## ARTICLE 16

### VACATION

16.01 All full-time employees who are employed for a duty year of eleven (11) calendar months or more shall be granted vacation according to the following schedule:

- A. For employees in their first year of regular employment with the District:

1. Work less than 120 days - no vacation.
  2. Work between 120 and 179 days - one (1) week.
  3. Work 180 days or more - two (2) weeks.
- B.
1. Employees who have completed 1-8 consecutive years of service with the District - two (2) weeks.
  2. Employees who have completed 9-14 consecutive years of service with the District - three (3) weeks.
  3. Employees who have completed 15-20 consecutive years or more of service with the District - four (4) weeks.
  4. Employees who have completed 21-25 consecutive years with the District - the same number of days as the number of years completed (e.g., after 22 years - 22 days).
  5. Employees who have completed more than 25 consecutive years in the District - five (5) weeks.

16.02 Starting with the second year of employment with the District, vacation will be credited on July 1 of each year. Vacation must be scheduled with the approval of the immediate supervisor by June 1. Vacation must be completed by the end of the employee's duty year.

- 16.03 A. During June, July and August, no more than two (2) custodians in the high school and junior high, one (1) custodian at the middle school and each elementary school, and two (2) maintenance employees, may be on vacation at any one time.
- B. By January 31 of each year, the custodians in each individual building, and the maintenance employees, will hold a meeting to choose summer vacation dates. This meeting will be facilitated by a building administrator or the Superintendent's designee. Vacation will be chosen in seniority rotation order, with each employee limited to picking two weeks per turn. The selection process will continue until all summer weeks have been chosen, or until everybody is finished choosing their vacation.
- C. After the Section B meeting, any additional summer vacation days may be scheduled pursuant to Section 16.02 (subject to the limitations contained in Section 16.03(A)).

16.04 If an employee leaves the District during a duty year there will be no payment to the employee, or recovery from the employee, for any used or unused vacation for that year.

## ARTICLE 17

### SICK AND BEREAVEMENT LEAVE

#### 17.01 USE AND ACCUMULATION OF SICK LEAVE

- A. Employees shall earn sick leave at the rate of one and one-fourth (1¼) days per month. Upon approval of the Administrator, employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
- B. Employees must furnish a written, signed statement justifying sick leave on the appropriate sick leave form. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. The sick leave form must be signed and turned in prior to the leave, if possible, or immediately upon return from sick leave.
- C. Sick leave accumulation shall be unlimited.
- D. For purposes of this section, the immediate family shall consist of the following: spouse, child, parent, sibling, grandparent, grandchild, aunt or uncle, in-law, or any other relative living in the home of the employee.

#### 17.02 REGULATION OF USE OF SICK LEAVE

- A. Employees who are on sick leave for three (3) or more consecutive work days must produce a doctor's note upon return to work.
- B. Employees who are on sick leave for at least eight (8) days in a contract year, or at least four (4) first or last days of the week in a contract year, must meet with their supervisor and the Superintendent or designee in order to discuss and substantiate their use of sick leave. Employees who reach this stage may be required to meet with their supervisor and the Superintendent or designee following each additional sick leave absence in the contract year. Such meeting may be waived by the Superintendent or designee in appropriate circumstances.
- C. Employees who are on sick leave for at least fifteen (15) days in a contract year, or at least eight (8) first or last days of the week in a contract year, or the first day immediately preceding or following a holiday, will be subject to disciplinary action up to and including termination if the use of sick leave cannot be substantiated to the satisfaction of the Superintendent or designee.
- D. If an employee is on sick leave the day before or after a holiday, the employee will be charged for eight (8) hours of sick leave use for the holiday itself, unless he/she is on sick leave for at least two (2) days before or after the holiday, or produces a written doctor's excuse for the day.

17.03 **BEREAVEMENT LEAVE**

- A. Employees will be allowed to use up to five (5) days of sick leave per incident to attend the funeral of an immediate family member.
- B. Sick leave used for bereavement purposes will not count towards the provisions contained in Section 1702(B) above, or against the attendance incentive in Section 14.09, and will not be counted against an employee on their evaluation.

**ARTICLE 18**

**JURY DUTY**

18.01 In the event an employee is notified to appear for jury duty, he/she shall submit such notice to the Treasurer's office as soon as possible.

18.02 Time required for the employee to serve as a juror shall be release time not chargeable to either sick leave or personal leave.

18.03 The employee shall receive his/her regular rate of pay during the time he/she is required to serve as a juror.

**ARTICLE 19**

**LEAVES WITHOUT PAY**

19.01 **REGULAR LEAVE**

- A. Employees are eligible to request a leave without pay (LWOP) for up to two (2) consecutive school years, in accordance with ORC Section 3319.13. Requests for LWOP must be made in writing to the Administrator. Leave requests should be turned in as soon as possible, but in no event no later than two (2) weeks prior to the next regularly scheduled Board meeting, unless it is for an emergency. Requests for LWOP of six months or more will be approved or disapproved by the Board. Requests for LWOP of less than six months will be approved or disapproved by the Superintendent.
- B. The Board will pay the Board's share of applicable insurance premiums through the month in which the LWOP begins. Following that month, the employee may continue insurance coverage by paying the entire premium (both employee and Board shares) to the Treasurer's office no later than the first day of the month.
- C. All applicable paid leave must be used before LWOP may be used.
- D. LWOP will not be granted for use as vacation time.
- E. Employees who have run out of leave and take time off may be subject to discipline, unless the employee is on FMLA, or would be eligible for FMLA if

they worked enough hours per year. Discipline will be at the discretion of the appropriate administrator.

- F. An employee who takes LWOP without Board approval will be considered absent without leave and subject to disciplinary action, up to and including termination.
- G. An employee who is on LWOP for an entire month will not accrue any paid leave during that month.

#### 19.02 FAMILY LEAVE ACT

The rules, regulations and forms pertaining to Family and Medical Leave are contained in Appendix 8 of this Agreement. The provisions of Appendix 8 supercede any contrary leave provisions contained in this Agreement.

#### 19.03 WORKERS COMPENSATION

Employees who qualify for workers compensation benefits must miss twenty (20) work days due to the injury before they are eligible to receive workers compensation pay. Prior to that time, employees are eligible to use their sick leave.

### ARTICLE 20

#### CALAMITY DAYS/DELAY DAYS

20.01 All employees who are required to work on a calamity day shall be paid time and one-half for all hours actually worked, and regular time for the remainder of their regular work schedule. (For example, an employee who is regularly scheduled to work eight (8) hours, and actually works four (4) hours, will receive ten (10) hours pay for the day.) Calamity day time and one-half pay starts when an employee actually begins to work after he/she has been officially notified that it is a calamity day by the Building Administrator. Employees who are required to come in on a calamity day shall receive at least two (2) hours pay.

20.02 Custodial and maintenance employees may be required to report for work on days that school is closed due to calamity days. Employees must be available to be called at their home phone between the hours of 6:00 a.m. – 9:00 a.m. Employees who are not able to be reached between the hours of 6:00 a.m. – 9:00 a.m. will be charged a full day of personal leave. Any employee who is required to work on a calamity day shall report to their building at the time designated by the Building Administrator, which shall not be earlier than 9:00 a.m. Employees who are already at work when a calamity day is declared do not have to go home and return after 9:00 a.m., but do not receive time and one-half pay unless required to stay by the Building Administrator.

20.03 A rotation list of custodians shall be established for each building. If less than all of the custodians in a building are called in on any given calamity day, the custodians who are required to report will be determined by reverse seniority. The rotation list will restart at the beginning of each school year.

20.04 The Board has the discretion to call in any or all employees to work on a calamity day.

20.05 Employees who are called in to work on a calamity day are required to report. If an employee cannot make it in to work due to weather conditions, the employee will be charged for a full day of personal leave, or if they have none left they will receive no pay for the calamity day. The only exception to this is if the Franklin County Sheriff's Dept. declares a Level 3 emergency, or if an employee lives outside Franklin county and has to drive through a county on the way to work that has been declared a Level 3 (at the time of the commute). If a Level 3 emergency is declared in Franklin County while school is in session, the employees will be released by the appropriate administrator after the students have left and the basic necessities have been completed. If school is not in session, employees will be released after the basic necessities have been completed.

20.06 For purposes of this Article, the Supervisor of Buildings and Grounds shall be the Building Administrator for all maintenance employees.

20.07 All employees shall report to work at their regularly scheduled start time on days that school is delayed.

## **ARTICLE 21**

### **PAYROLL ISSUES**

21.01 Employees shall be notified by a posting in each building at least two (2) weeks prior to any additional deductions or additional money on a present deduction being taken from their check. This does not include additional state, federal or city tax. This shall pertain only to financial adjustments affecting groups of employees.

21.02 If the Board makes an underpayment in a payroll check that is fifteen dollars (\$15.00) or more, the mistake will be corrected immediately. The employee will return the original check. If the original check has been cashed, the Board will pay the difference between the incorrect amount and the correct amount.

21.03 If the Board discovers that an overpayment has been made to any employee, the Treasurer shall notify the employee of such overpayment and make arrangements with the employee involved for repayment, provided such repayment is made prior to the end of the contract year, or the payback shall not exceed the period of the error.

21.04 Payroll checks shall be distributed in twenty-four (24) pays. Pay dates shall be the 15th and 30th of the month. When pay dates fall on Saturday or Sunday, checks shall be distributed the preceding Friday.

21.05 If the Board deems it economically feasible to change paydays of the 15th and 30th of the month to twenty-six (26) pays per calendar year, Local #312 is in agreement with the proposal.

21.06 Employees desiring a payroll deduction for the Franklin County School Employees' Federal Credit Union shall sign a payroll deduction authorization form provided by the Treasurer.

21.07 All employees shall have mandatory direct deposit of their paychecks.

21.08 Employees will receive direct deposit notification by email unless they "opt-out" by written notice to the Treasurer's office. Employees hired after July 1, 2007 are not eligible to opt-out.

21.09 The duty day calendar shall be distributed to each employee no later than July 15<sup>th</sup> of each year.

21.10 Salary notices shall be distributed to each employee no later than July 1<sup>st</sup> of each year.

## ARTICLE 22

### RETIREMENT PAYMENT

#### 22.01 GENERAL

A. Retirement pay shall be a one-time lump-sum payment to eligible employees according to the following provisions.

#### 22.02 ELIGIBILITY

A. An employee's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are as follows:

1. The employee retires from the District.
2. Retirement shall be defined as disability or service retirement as specified in Section 3309.34 Ohio Revised Code. (School Employees Retirement System).
3. The employee must be eligible for disability or service retirement as of his/her last date of employment with the Board of Education.
4. The employee must, within one hundred eighty (180) days of the last day of the employment with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check.
5. The employee must sign a form provided by the Board when he/she picks up the District's retirement check certifying that all of the above eligibility criteria have been met.

22.03 **BENEFIT CALCULATION**

- A. The retirement pay benefit shall be calculated according to the following:
1. Multiply the employee's accrued, but unused, sick leave by one-fourth ( $\frac{1}{4}$ ).
  2. Multiply the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.
  3. The amount of benefit calculated in steps 1 and 2 above shall not exceed the value of ninety (90) days of accrued, but unused, sick leave.
  4. Employees who retire with over two hundred (200) unused sick leave days will receive an extra severance pay day for every fifty (50) full days of accumulation. [For example, an employee who retires with two hundred fifty (250) days of sick leave will receive five (5) extra severance days.]

22.04 Receipt of payment of accrued, but unused, sick leave shall eliminate all sick leave credit accrued by the employee.

**ARTICLE 23**

**INSURANCE**

23.01 **HEALTH INSURANCE**

All employees who regularly work twenty (20) or more hours per week are eligible for either single or family hospitalization, major medical and prescription drug insurance coverage. The Board will provide these benefits from a carrier of its choice.

- A. The Board will pay 85% of the premium for 6-8 hour employees, and 70% of the premium for 4-5 hour employees.
- B. The Board will maintain a Section 125 Plan for the payment of premiums.

23.02 **DENTAL INSURANCE**

All employees who regularly work twenty (20) or more hours per week are eligible for either single or family dental insurance coverage at a benefit level equal to that provided during the last school year (including orthodontist at agreed levels). The Board will provide the benefit from a carrier of its choice.

A. The Board agrees to pay the following amounts toward the cost of the monthly premiums:

<u>Coverage</u>	<u>Board's Contribution</u>
Family	100%
Single	100%

### 23.03 LIFE INSURANCE

The Board will purchase group term life insurance for all employees based on the following formula:

<u>Hours Worked</u>	<u>Insurance</u>	<u>Premium</u>
10-20 hours per week	\$10,000	Board pays full
More than 20 hours per week	\$50,000	premium

23.04 Employees will be provided booklets explaining the details of each of the above insurance programs as they are made available by the insurance carrier(s).

23.05 If a husband and wife both work for the school district, the family coverage premium shall be determined based on the employee who works the most hours. Alternatively, the husband and wife can each take a single plan.

23.06 Employees who work less than twenty (20) hours per week are not eligible for Board-paid health or dental insurance.

### 23.07 Insurance Committee

A standing insurance committee consisting of up to four administrators and four unit members will meet periodically to discuss insurance issues and exchange information. The unit members on the committee will be given the opportunity to provide input prior to any change in carriers.

## ARTICLE 24

### DUES AND AGENCY FEE DEDUCTIONS

24.01 Annual dues and fair share fees for the Union as certified annually shall be deducted in twenty-two (22) equal and consecutive installments beginning with the first pay period in October which shall be mailed directly to the state office with a list of employees paying dues or fair share fees in each month.

24.02 In recognition of the Union's service to the bargaining unit, all individuals in the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying to the Union a service fee equivalent to the amount of dues uniformly required of members of Local #312 of the Union. The payment of dues or a service fee shall be a condition of employment.

24.03 Payment of such service fees shall be subject to a rebate procedure provided by the Union that shall meet all requirements of applicable state and federal laws and shall also be subject to all the requirements of Ohio Revised Code §4117.09 (C), including the religious exemption. The Union agrees to provide a current copy of its internal rebate procedure to the Board and supplement that procedure as it may be changed from time to time.

24.04 It is agreed that it is the responsibility of the Union to resolve any and all errors and adjustments with its members from said payroll deductions. The Union shall indemnify and hold the Board harmless from any and all claims, demands, or suits, or any other actions arising from the implementation of this Article.

## ARTICLE 25

### SUBCONTRACTING

25.01 In the event the Board of Education elects to subcontract out work currently performed by bargaining unit employees, a forty (40) day notice will be provided to all affected personnel and to the Local President.

25.02 O.W.A. students will not be used to replace bargaining unit employees.

## ARTICLE 26

### DRESS CODE

26.01 The dress code for employees shall be as follows:

A. Custodians/Maintenance

Employees will be provided with five (5) district shirts upon initial employment, and three (3) additional shirts per year after that. The shirts will say either "maintenance" or "support staff", as appropriate. Employees may purchase additional shirts at their own expense. Closed toe and closed heel shoes are required. Long pants must be worn during the school year, unless otherwise authorized by the supervisor. Sweat pants are not permitted.

B. Cafeteria

Employees shall wear khaki, black or white pants, white or black tennis shoes, and a plain (no writing) shirt. Additional dress standards for cafeteria employees are contained in Appendix 10.

C. Secretarial

Employees shall wear no less than business casual dress, unless there is a dress down day or another special dress event. Prohibited clothing includes, but is not limited to, jeans, sweatshirts, tank tops, short shorts, or any overly revealing clothing.

D. General

All employees must dress appropriately for the circumstances. Summer dress may be somewhat more relaxed than during the school year.

**ARTICLE 27**

**DURATION AND IMPLEMENTATION**

27.01 This Agreement shall be effective July 1, 2012 and shall remain in effect until midnight, June 30, 2015, subject to Section 27.02.

27.02 There will be a reopener for the period beginning July 1, 2013. The reopener shall be limited to the subjects of wages and insurance and up to two (2) other non-monetary issues per side.

27.03 This Agreement supersedes any previous Negotiated Agreement between the parties and any policy, rules, regulations or practices of the Board which may be contrary or inconsistent with the terms of this Agreement.

27.04 If any provision of this Agreement is found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

**GROVEPORT MADISON LOCAL  
BOARD OF EDUCATION**

**LOCAL #312, OHIO ASSOCIATION  
OF PUBLIC SCHOOL EMPLOYEES**

<u>Charlotte Barker</u>	<u>12-13-12</u>
President	Date
<u>Anthony T. Swartz</u>	<u>11-12-12</u>
Treasurer	Date
<u>Bob C. Hoover</u>	<u>11/12/12</u>
Superintendent	Date
<u>Dis. Hand</u>	<u>11/12/12</u>
Director of Personnel	Date
<u>Paul Bank</u>	<u>11-12-12</u>
Attorney for the Board	Date

<u>Mike D.P.</u>	<u>11-12-12</u>
President	Date
<u>Karen Timmons</u>	<u>11-12-12</u>
Bargaining Team Representative	Date
Bargaining Team Representative	Date
Bargaining Team Representative	Date
<u>Cliff Call</u>	<u>11-12-12</u>
OAPSE Staff Representative	Date

**APPENDIX 1**

OFFICE USE ONLY

**GRIEVANCE FORM**

Received \_\_\_\_\_  
Date \_\_\_\_\_  
By \_\_\_\_\_

Name \_\_\_\_\_

Informal Step of Grievance Procedure was conducted between

\_\_\_\_\_ and \_\_\_\_\_  
Administrator/Supervisor Grievant

Date and Place of Consultation \_\_\_\_\_

This grievance is being filed or appealed to step:            1            2            3            4            5            (Circle One)

Date of alleged violation \_\_\_\_\_

Specific provision(s) of the Master Contract claimed to be violated:

\_\_\_\_\_  
\_\_\_\_\_

Nature of the grievance (include specific facts): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Response by appropriate administrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of administrator \_\_\_\_\_ Date \_\_\_\_\_

Submitted to Director of Personnel by: \_\_\_\_\_ / \_\_\_\_\_  
Date

This Grievance Form is to be completed in its entirety and submitted to the appropriate administrator. Attach copies of all previous steps to this sheet. One copy to Administrator and one copy to grievant.

If additional space is needed, use reverse side.

## EMPLOYEE EVALUATION

Guidelines for Evaluation

## A. Explanation of evaluation categories:

1. **Personal appearance:** Neat and clean, appropriate for the job being performed.
2. **Attendance:** Adequate job performance requires reliability and good attendance patterns. When rating attendance, the evaluator will take into consideration any special circumstances affecting employee's attendance.  
  
Special attendance situations will be evaluated by the Director of Personnel in charge.
3. **Promptness:** Meeting time schedules being reliable). Completing work on time (reports, correspondence, etc.). In the area of transportation - being in position to load at the required time as well as loading and unloading during the routes at the required times.
4. **Cooperativeness:** Ability to get along with others, generally pleasant, follows directions, promotes harmony and is willing to sacrifice for the good of the entire group.
5. **Quality of work:** Related to the efficiency of the worker's accuracy, neatness, completeness, willingness to learn new methods.
6. **Quantity of work:** Amount of work accomplished related to the work expected. Completes assigned tasks within time allotted.
7. **Job knowledge and skill:** Employee's knowledge of the job and other work related skills including the ability to apply the knowledge. Should possess the basic skills required to accomplish the assigned responsibility. Attitude toward job, initiative, industry.
8. **Relationship to others:** Proper attitude toward superiors, co-workers, students, subordinates and the public.
9. **Control of students:** The ability to handle discipline. Ability to communicate. Ability to use varied techniques to handle different types of student situations. Also, the ability to deal with the public if necessary.
10. **Supervisory skill:** Ability to organize work, employee training and evaluation, judgment, leadership, completes required reports.

B. Procedure for evaluations after completed:

1. One (1) copy is to be given to the employee.
2. One (1) copy shall be retained by the evaluator.
3. The original copy shall be forwarded to the Administrator. This copy shall be placed in the employee's permanent file.

## EMPLOYEE EVALUATION FORM

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_ POSITION \_\_\_\_\_

Description	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Personal Appearance				
Attendance				
Promptness				
Cooperativeness				
Quality of Work				
Quantity of Work				
Job Knowledge & Skill				
Relationship with others				
Control of Students				
Supervisory Skills				

**Mark N/A if a particular item is not applicable to a particular employee**

\_\_\_\_\_ Date \_\_\_\_\_ Comments of Evaluator: \_\_\_\_\_  
 (Signature of Evaluator)

**Evaluation Summary:**

- \_\_\_\_\_ 1. Satisfactory
- \_\_\_\_\_ 2. Satisfactory with qualifications. The following deficiencies must be improved during the next evaluation period:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
- \_\_\_\_\_ 3. Unsatisfactory

Yes / No Recommended for contract renewal (circle response if applicable)

EMPLOYEE: Your signature shows that you have received a copy of this report and that the evaluator has discussed it with you. \*It does not mean that you agree with this evaluation.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\*You may, if you desire, submit a statement on a separate sheet which will be filed with this evaluation. Such additional explanatory material should be completed within 15 days after evaluation.

Hourly Rate of Pay - Cafeteria Personnel

<u>Years of Experience</u>	<u>Hourly Rate as of July 1, 2012</u>
0	11.91
1	12.21
2	12.41
3	12.61
4	12.80
5	12.98
6	13.13
7	13.34
8	13.51
9	13.72
10	13.95
11	14.20
15	14.45
16	14.63
20	14.90
22	15.15

CAFETERIA

In addition to the above hourly rate, the person designated as Head Cook in each of the following cafeterias will be paid an annual supplement as indicated:

- |    |   |           |
|----|---|-----------|
| a. | Elementary  | \$ 337.00 |
| b. | Middle School   | \$ 449.00 |
| c. | Junior High   | \$ 449.00 |
| d. | High School   | \$ 598.00 |
| e. | Each Head Cook will receive an additional twenty-five cents (\$.25) per hour. |           |

All supplemental pay shall be used in determining base salary and overtime rate of pay.

Cafeteria personnel who work at Board approved banquets during the summer will be paid at the rate of one and one-half (1½) times their regular straight-time hourly rate. Work at Board approved banquets during the cafeteria employee's regular duty year will be paid at straight time. For purposes of this section, a banquet is defined as a Board approved function where food is served other than that which is prepared or served for the regular school lunch program.

## CAFETERIA DRESS STANDARDS

Good grooming and personal hygiene are mandatory. All of us are expected to maintain the highest standards of personal cleanliness.

These are the grooming standards that need to be met, not only for a professional personal appearance, but also per health department regulations.

**HAIR:** Clean and neat at all times. Long hair must be pulled back or put up. A hair restraint must be worn at all times in the kitchen. Acceptable hair restraints include hairnets, visors or ball caps.

**JEWELRY:** Jewelry worn must be kept to a minimum.  
Earrings – No dangling or loop earrings should be worn for safety reasons.  
Rings – Rings that protrude should be avoided as they may be damaged or get caught in equipment.

**NAILS:** Need to be cleaned and trimmed. Nail polish should not be worn due to possible contamination, unless wearing intact gloves in good repair.

**CLOTHING:** All clothing must be clean and free of stains, holes and rips. A clean apron must be worn at all times and changed as needed during shift. Shoes need to provide good support and have a non-slip grip bottom. Socks or hose must be worn at all times. The following are examples of clothing that is not acceptable for working:

- \*Tank tops
- \*Halter tops
- \*Bare midriff tops
- \*Thermal or underwear type tops
- \*Sleeveless tops
- \*Sweatpants
- \*Worn out or dirty clothes
- \*T-shirts with indecent or inappropriate pictures or words
- \*Open toe shoes
- \*Shorts
- \*Jeans (except on Casual Fridays)
- \*Capri pants are acceptable as long as they fall mid-calf or longer.

**ACCEPTABLE  
CLOTHING:**

- \*White, khaki or black pants
- \*Solid color shirts
- \*White (limited color) tennis shoes
- \*Cruiser aprons will be provided

Hourly Rate of Pay - Clerical

<u>Years of Experience</u>	<u>Hourly Rate as of July 1, 2012</u>
0	14.35
1	14.70
2	14.84
3	15.04
4	15.22
5	15.41
6	15.58
7	15.78
8	15.94
9	16.11
10	16.31
11	16.58
15	16.80
16	17.05
20	17.35
22	17.60

Secretaries in the elementary schools, middle schools, and the high school who are appointed cashier of the activity funds in those schools shall receive additional pay according to the following schedule:

- |    |                    |              |
|----|--------------------|--------------|
| a. | Elementary Schools | .15 per hour |
| b. | Middle Schools     | .20 per hour |
| c. | High School        | .25 per hour |

These increments shall be used in determining base salary and overtime rate of pay.

A secretary who works in a building in which there is only one (1) secretary shall receive a yearly stipend of two hundred dollars (\$200), spread out over twenty-four (24) pays.

Once each year the Treasurer shall meet with all appropriate clerical personnel to discuss the financial procedures to be used for that year.

The building principal shall be the responsible party to call in substitutes.

Clerical I employees may attend in-service on all days scheduled as in-service days by the District which contain subject matter pertinent to the advancement of their job knowledge and skills.

On calamity days or early dismissals due to unforeseen circumstances, Clerical I employees are to be released after the release of the students, if not at the same time as the students, depending on the situation and interpretation thereof by the Building Administrator.

Clerical I employees who administer medication to students are covered under the Board's insurance policy, as long as they are performing their duties in good faith, and within the scope of their employment. If so, the Board will defend and indemnify any employee who is sued based on an alleged mistake in the administration of medication.

**Hourly Rate of Pay - Custodial Personnel**

<b><u>Years of Experience</u></b>	<b><u>Hourly Rate as of July 1, 2012</u></b>
0	13.12
1	13.47
2	13.67
3	13.89
4	14.06
5	14.28
6	14.50
7	14.70
8	14.90
9	15.13
10	15.36
11	15.56
15	15.81
16	16.11
20	16.41
22	16.65

**Custodial Checklist**

The appropriate administrator in each building may establish a custodial checklist outlining the duties expected of the custodian in that building. The administrator will discuss the checklist with the custodians in that building prior to implementation. If the checklist is not mutually agreed to, the differences will be resolved by a meeting between the Director of Personnel and the OAPSE president. The checklist is not intended to be used for disciplinary purposes, but rather is intended to document the completion of the duties of the custodian.

**CUSTODIAL**

In addition to the salary schedule:

1. The person assigned the duties of Head Custodian at either the junior high or at the high school will receive an increment of eight hundred thirty-two dollars (\$832) a year during such assignment.
2. The person assigned the duties of Head Night Custodian at the high school will receive an increment of five hundred twenty dollars (\$520) a year during such assignment.
3. The person assigned the duties of Head Custodian at the middle schools will receive an increment of four hundred sixteen dollars (\$416) a year during such assignment.

4. Custodians assigned to a night schedule will receive an increment of one hundred forty-four dollars (\$144) a year during such assignment.
5. All supplemental pay shall be used in determining base salary and overtime rate of pay.
6. Each Night Custodian will receive an additional twenty-five cents (\$.25) per hour.
7. Elementary Day Custodians shall receive a yearly stipend of two hundred dollars (\$200), spread out over twenty-four (24) pays.
8. Head Custodians have the authority to direct custodians in their building in accordance with directives from the Administration.
9. Head Custodians that leave their positions do not need to be replaced by an employee with the title of Head Custodian.

Hourly Rate of Pay – Grounds

<u>Years of Experience</u>	<u>Hourly Rate as of July 1, 2012</u>
0	14.79
1	15.00
2	15.25
3	15.47
4	15.70
5	15.91
6	16.14
7	16.39
8	16.60
9	16.82
10	17.07
11	17.30
15	17.53
16	17.81
20	18.09
22	18.42

Hourly Rate of Pay – Inter-School Delivery

<u>Years of Experience</u>	<u>Hourly Rate as of July 1, 2012</u>
0	12.07
1	12.43
2	12.63
3	12.83
4	13.07
5	13.25
6	13.46
7	13.67
8	13.89
9	14.07
10	14.29
11	14.55
15	14.80
16	15.01
20	15.31
22	15.65

Hourly Rate of Pay - Maintenance Personnel

<u>Years of Experience</u>	<u>Hourly Rate as of July 1, 2012</u>
0	16.46
1	16.93
2	17.16
3	17.40
4	17.66
5	17.90
6	18.18
7	18.40
8	18.64
9	18.90
10	19.20
11	19.50
15	19.70
16	19.95
20	20.25
22	20.50

MAINTENANCE

The person assigned the duties of Lead Maintenance Man will receive an increment of five hundred twenty dollars (\$520) a year during such assignment. This increment shall be used in determining base salary and overtime rate of pay.

Maintenance employees who are required to be on-call throughout the contract year will receive an on-call stipend of \$300 per year. Maintenance employees who are on-call for less than the entire year will receive a pro-rated stipend.

## FAMILY AND MEDICAL LEAVE

The Family Medical Leave Act (FMLA) entitles eligible employees up to 12 work weeks of unpaid family or medical leave in a twelve month period. The twelve (12) month period runs backward from the first date of the employee's requested FMLA leave. If you are eligible for FMLA leave, your health benefits will be maintained during this leave under the same conditions as if you continued to work, and you will be reinstated to the same or an equivalent job with the same pay, benefits and terms and conditions of employment upon your return from leave in accordance with this policy and applicable law. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse the Board for the share of health insurance premiums paid on your behalf during your FMLA leave.

### Leave Entitlement and Definitions

Family and medical leave under this policy applies to:

- the birth of a child ("birth leave")
- or the placement of a child with you for adoption or foster care ("placement leave"); or
- a serious health condition that makes you unable to perform the essential functions of your job ("employee health leave"); or
- a serious health condition affecting your spouse, child, or parent, for which you are needed to provide care ("family health leave").

"Eligible Employee" - You must have worked a total of 1250 hours in the twelve (12) months immediately preceding the beginning of the first day of the leave in order to be eligible for leave under this policy.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1) overnight/inpatient care and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- 2) continuing treatment by a health care provider which means:
  - a) incapacity involving more than 3 consecutive calendar days with either:
    - 2 or more treatments by or under the order/referral of a health care provider, or
    - 1 treatment followed by a regimen of continuing treatment.

- b) any period of incapacity or subsequent treatment relating to conditions treated in (a)
- c) any period of incapacity due to pregnancy or for prenatal care
- d) any period of incapacity or treatment for a chronic health condition which must include: periodic visits for treatment, which continue over an extended period and which may also be episodic
- e) a period of incapacity which is permanent or long term incapacity for which treatment may be ineffective and which requires the supervision of a health care provider,
- f) any period of absence for multiple treatments following restorative surgery or a condition that is likely to result in incapacity for more than 3 consecutive calendar days without medical intervention and any period of recovery relating to such treatments.

If both spouses are employed by the Board, they are entitled to a combined total of twelve weeks of leave, rather than twelve weeks each, for birth or placement leave or to care for a sick parent.

Birth or placement leave must conclude within twelve (12) months of the birth or placement of the child and may be taken intermittently (taking leave in blocks of time) or on a reduced leave schedule (reduction of normal weekly or daily work schedule) if approved by the Board or designee.

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury. Reduced leave is a leave schedule that reduces an employee's usual number of hours per work week or hours per work day. Intermittent and/or reduced leave may be taken for the employee's own serious health condition or to care for a spouse, child, or parent with a serious health condition when medically necessary. Such leave may not be used for the birth or adoption/placement of a child. An employee who wishes to use intermittent and/or reduced leave must have the prior approval of the Board. Intermittent and/or reduced leave will only be granted to an employee under the circumstances and terms set forth in the FMLA and implementing regulations. The Board may restrict the use of intermittent and/or reduced leave and/or transfer an employee temporarily to an alternative position which is equivalent in pay and benefits, but which better accommodates the recurring periods of leave than the employee's regular position, in accordance with the FMLA and implementing regulations and in compliance with the applicable collective bargaining agreement, if applicable.

The employee must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment in advance. The Board or designee must authorize such leave in writing.

#### Paid/Unpaid Leave

The Board may require or the employee may timely request that accrued paid leave be designated as FMLA leave, so that the paid leave will count as part of the employee's 12-week FMLA entitlement in a 12-month period. The leave designated under this policy will be counted against your annual FMLA entitlement. The Board may require employees to substitute any accrued paid time, as applicable, for any part of the 12-week period of leave. Once all paid leave is used, the remainder of the FMLA leave shall be unpaid.

### Notice and Certification

You must provide 30 days advance notice when need for leave is foreseeable and must provide the expected dates of planned medical treatment and the duration of the treatment in advance of the leave. If the leave is not foreseeable, you must give notice as early as practicable. Employees must make reasonable attempts to schedule treatment so as not to disrupt the Board's operations. The Board may deny or delay commencement of the leave period if you do not meet the notice requirements.

The Board requires that a period of family or employee health leave be supported by certification from a health care provider. The certification form required to be completed by the healthcare provider is available from the Treasurer's office. Additional medical opinion(s) may be required. During the leave, periodic reports regarding your status and intent to return to work will be required and you will be required to provide a return to work slip or submit to a fitness for duty examination before you may return to work. If such certification is not received, your return to work may be delayed until certification is provided.

If the Board has reason to doubt the initial certification of health care provider submitted by an employee requesting FMLA leave, the Board may require, at its expense, the opinion of a second health care provider selected by the Board and, in the event of conflicting opinions, the opinion of a third health care provider, jointly approved by the Board and the employee, whose decision shall be binding and final.

If you are a key employee as described in §825.217 of the FMLA regulations, restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to the Board as discussed in §825.218.

### Benefits

During FMLA leave:

- A. You will not accrue seniority or other employment benefits, such as leave benefits.
- B. You will be required to pay your portion of health care premiums. You should make arrangements to pay your portion of your premiums prior to beginning your FMLA leave.

**BOARD NOTIFICATION REGARDING FAMILY & MEDICAL LEAVE**

Employee Name \_\_\_\_\_ Position \_\_\_\_\_

Building \_\_\_\_\_ Date \_\_\_\_\_

On \_\_\_\_\_, we learned of your need to take family/medical leave due to:  
(date)

- the birth of a child, or the placement of a child with you for adoption or foster care; or
- a serious health condition that makes you unable to perform the essential functions of your job; or
- a serious health condition affecting your  spouse,  child,  parent, for which you are needed to provide care.

It is our understanding that you need this leave beginning on \_\_\_\_\_ and that you expect leave to continue until on or about \_\_\_\_\_.  
(date) (date)

Except as explained below, you have a right under the Family & Medical Leave Act of 1993 (FMLA) for up to twelve (12) weeks of unpaid leave in a twelve (12)-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: *(check appropriate boxes; explain where indicated)*

1. You are  eligible  not eligible for leave under the FMLA.
2. The requested leave  will  will not be counted against your annual FMLA leave entitlement.
3. You  will  will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by \_\_\_\_\_ *(insert date) (must be at least 15 days after you are notified of this requirement)* or we may delay the commencement of your leave until the certification is submitted.
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We  will  will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply: *(Explain)*

\_\_\_\_\_  
\_\_\_\_\_

5 (a) If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: *(Set forth the amount the employee will owe, where to send payments and the date by which each payment is due, e.g., the 10<sup>th</sup> of each month, or pay periods, etc. that specifically cover the agreement with the employee.)*

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(b) You have a minimum 30-day *(or, indicate longer period, if applicable)* grace period in which to make premium payments. If payment is not made timely, your group health insurance may be retroactively canceled to the last day of paid coverage *(optional, if in accordance with current policy)*, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We  will  will not pay your share of health insurance premiums while you are on leave.

(c) We  will  will not do the same with other benefits *(e.g., life or disability insurance, etc.)* while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you  will  will not be expected to reimburse us for the payments made on your behalf.

6. You  will  will not be required to present a fitness for duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until certification is provided.

7. (a) You  are  are not a "key employee" as described in §825.217 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us as discussed in §825.218

(b) We  have  have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. *(Explain (a) and/or (b) below. See §825.279 of the FMLA regulations.)*

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8. While on leave, you  will  will not be required to furnish us with periodic reports every \_\_\_\_\_ *(indicate interval of periodic reports, as appropriate for the particular leave situation)* of your status and intent to return to work (see §825.309 of the FMLA regulations). If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you  will  will not be required to notify us at least two work days prior to the date you intend to report for work.

9. You  will  will not be required to furnish recertification relating to a serious health condition. *(Explain below, if necessary, including the interval between certifications as prescribed in §825.308 of the FMLA regulations.)*

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**Certification of Health Care Provider**  
(Family and Medical Leave Act of 1993)

1. Employee's Name:
2. Patient's Name (if different from employee): \_\_\_\_\_
3. The attached sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition<sup>1</sup> qualify under any of the categories described? If so, please check the applicable category.  
  
(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) \_\_\_\_\_, or None of the above \_\_\_\_\_
4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:
5.
  - a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity<sup>2</sup> if different):
  - b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in Item 6 below)? \_\_\_\_\_. If yes, give the probable duration:
  - c. If the condition is a chronic condition (condition #4 under "Definitions") or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity.
6.
  - a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

- b. If any of these treatments will be provided by another provider of health services (e.g. physical therapist), please state the nature of the treatment.
- c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g. prescription drugs, physical therapy requiring special equipment):

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<sup>1</sup> Here and elsewhere on this form, the information sought relates **only** to the condition for which the employee is taking FMLA leave.

<sup>2</sup> "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

- 7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind? \_\_\_\_\_
- b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)? \_\_\_\_\_ If yes, please list the essential functions the employee is unable to perform:

If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment? \_\_\_\_\_

- 8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation? \_\_\_\_\_
- b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? \_\_\_\_\_
- c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

\_\_\_\_\_  
(Signature of Health Care Provider)

\_\_\_\_\_  
(Type of Practice)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Address, Line 2)

\_\_\_\_\_  
(Date)

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

\_\_\_\_\_  
(Employee signature)

\_\_\_\_\_  
(Date)

## DEFINITIONS

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

(1) Treatment<sup>3</sup> two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment<sup>4</sup> under the supervision of the health care provider.

3. Pregnancy- Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments - A chronic condition which:

(a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

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<sup>3</sup> Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

<sup>4</sup> A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over the counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

MEMORANDA OF UNDERSTANDING

TIME CLOCKS

The Union agrees that the Board has the right to institute a time clock system in the District at any time without further negotiation with the Union.

LONGEVITY

Employees who have completed their 20<sup>th</sup> year of service in the District will receive a yearly stipend of \$280.

HEAD CUSTODIANS

Head Custodians that leave their positions do not need to be replaced by an employee with the title of Head Custodian.