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**AGREEMENT**

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**between the**

**BRECKSVILLE-BROADVIEW HEIGHTS  
BOARD OF EDUCATION**

**and the**

**BRECKSVILLE-BROADVIEW HEIGHTS  
ORGANIZATION OF SUPPORT STAFF**

**CUYAHOGA COUNTY**

Effective July 1, 2012 through June 30, 2015

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## **SECTION 1. – STATEMENT OF PURPOSE**

- A. The Board of Education of the Brecksville-Broadview Heights City School District (hereinafter referred to as the “Board”) and the Brecksville-Broadview Heights Organization of Support Staff (hereinafter referred to as the “Organization”) do hereby agree that it shall be the ultimate objective of the parties to continue to foster a harmonious relationship between them so that the needs of the community may be served.
  
- B. The parties agree that relative to those areas of agreement culminating in a final document then subsequently ratified, *i.e.*, the membership of the Organization and the Board, the parties shall then enter into written agreement which shall be binding as a legal contract between them.

## **SECTION 2. – RECOGNITION**

The Brecksville-Broadview Heights Board of Education (hereinafter referred to as the “Board”) recognizes the Brecksville-Broadview Heights Organization of Support Staff (hereinafter referred to as the “Organization”), affiliated with the Ohio Education Association (O.E.A.) and the National Education Association (N.E.A.), as the sole and exclusive representative for all non-teaching employees. Excluded from the bargaining unit are all managerial, supervisory, confidential, and casual employees as defined in Chapter 4117 of the Ohio Revised Code. Additionally excluded from the bargaining unit are the secretary to the Superintendent, the secretary to the Director of Business Services, C.A.P.A. secretary, the Assistant to the Treasurer, Treasurer Department’s employees, secretary to the Director of Curriculum and Instruction, any BeeKeepers School Age Child Care Program personnel, and the substitute caller. All members of the bargaining unit shall hereinafter be referred to as “employees.”

## **SECTION 3. – MANAGEMENT RIGHTS**

- A. The Board and the Organization recognize that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself management rights, including the right to:
  - 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the District, standards of services, its overall budget, utilization of technology, and organizational structure;
  - 2. Direct, supervise, evaluate, or hire employees;
  - 3. Maintain and improve the efficiency and effectiveness of the District’s operations;
  - 4. Determine the overall methods, process, means, or personnel by which the District’s operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the District;
  8. Effectively manage the work force;
  9. Take actions to carry out the mission of the District.
- B. The Board is not required to bargain with the Organization on subjects reserved to the management and direction of the Board except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

#### **SECTION 4. – ORGANIZATION RIGHTS**

A. Mail Boxes and Mail System

The Organization may use, without charge, appropriate bulletin boards, mailboxes, e-mail and the school mail system for the posting or transmission of information or official notices of activities and/or meetings of the Organization. The Board shall not authorize another labor organization to use the mailboxes.

B. Bargaining Unit Member Status

The Organization President will be given a complete hire date seniority list by October 1<sup>st</sup> of each year and will be advised of any Board action relating to the hiring of new classified employees during the school year and effective date of employment. Additionally, a complete hire date seniority list (District seniority) shall be posted in each building annually by October 1<sup>st</sup>. The Organization President and the Organization Treasurer shall be provided with the names of bargaining unit members who resign, retire, or are terminated.

C. Release Time

The Organization shall be granted up to a total of fifteen (15) days per year of released time for use by its members for Organization business with cost of travel and meeting borne by the Organization. Additionally, the Organization shall be granted five (5) days of released time for use by members for Organization business with the Organization reimbursing the Board for the cost of the substitutes for these days. When school is in session this benefit shall be limited to a maximum, at any one time, of three (3) members for a maximum of two (2) days each. When school is not in session, there shall be no such limitation; however, no more than three (3) members of the same Classification

Series, with a minimum of one (1) person per Classification Series remaining per building, shall be released to conduct Organization business on the same day(s). This released time is to be taken in no less than half-day increments unless approved by the Superintendent/Designee. All absence requests shall be submitted to the Superintendent/Designee at least one (1) week prior to the Organization business meetings. Classified employees shall receive regular pay during the approved absence period and substitutes shall be provided as required. The use of this leave shall not affect the merit attendance bonus of any classified employee.

D. Equipment

The Organization may use school-owned copy equipment providing that:

1. Proper request is made and approved by the appropriate administrator;
2. Use of equipment does not interfere with school-usage requirements and the operation is conducted by employees at such times other than contracted service periods;
3. The purpose is solely the legitimate and internal business of the Organization such as records, notices, and correspondence and not for public distribution; and,
4. Cost of expendable supplies and equipment repairs for misuse shall be reimbursed by the Organization.

E. Meetings

1. The Organization shall have the privilege, without charge, of official membership meetings on school property within limits of the Board-approved building use regulations.
2. Second shift employees who are members of the Organization shall be permitted to attend all Organization meetings; however, one Custodian I or Custodian II must be on duty at any building that is being used for a night activity. An employee must notify his/her supervisor upon leaving to attend the meeting and upon returning to the building after the meeting.
3. In a building where no activity is occurring, the supervisor (with permission from the building principal) may secure the building and all employees may attend the meeting.
4. In all instances, an employee must notify his/her principal that he/she will be attending the meeting. An employee who attends the meeting must complete his/her normal daily work duties during the work day in which the meeting was attended. If the employee must remain after the shift is over in order to complete his/her duties, that work shall be on the employee's own time at his/her regular rate of pay (straight time).

F. Organization Access

The O.E.A. Labor Relations Consultant and/or representatives of the Organization may consult with employees in the bargaining unit before or after the completion of the work day, and shall be permitted access to work areas. An O.E.A. Labor Relations Consultant and/or representatives of the organization may meet with an employee during the week day at a time which would not interfere with the employee's performance of his/her duties. In the event that the OEA Labor Relations Consultant and/or representatives of the Organization need to meet with an employee during the work day the representative of the Organization and the employee must notify his/her supervisor prior to the meeting and upon returning from the meeting. The scheduled performance of those duties assigned to the Organization representative and the employee will not be disrupted by this meeting.

G. Representation

An Organization representative and/or the O.E.A. Labor Relations Consultant, if needed, shall be released without loss of pay to attend grievance hearings, disciplinary actions, or non-routine meetings, concerning members of the unit. Additionally, the Organization may have a member to take notes at the meeting as long as the note taker does not have to be released from work to do so. "Non-Routine" meetings which are requested by representatives of the Organization shall not interfere with the scheduled duties that are assigned to representatives of the Organization.

H. Board Agenda and Minutes

The Organization President and the Organization Treasurer shall be provided a copy of the Board Agenda prior to the Board meeting. The Organization President shall be provided a copy of all Board minutes.

**SECTION 5. – FAIR SHARE FEE**

- A. The Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Education Profession (the Organization, UniServ, N.E.O.E.A., O.E.A., N.E.A.) from the pay of all employees who elect not to become members of the United Education Profession (UEP), or who elect not to remain members.
- B. The Board Treasurer, upon notification from the Organization Treasurer that a member has terminated membership, shall commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.
- C. Payroll deduction of such fair share fees shall begin with the second paycheck in February.

- D. Dues rates and fair share fee rates shall be transmitted by the Organization to the Board's Treasurer for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Organization.
- E. The Board's Treasurer shall inform the Organization Treasurer when there is a newly-hired employee after the school year begins within five (5) calendar days of that employee being hired. If that employee elects not to join the Organization, the Organization Treasurer shall inform the Board's Treasurer of that within thirty (30) calendar days of that employee's date of hire and shall also inform the Board's Treasurer as to that employee's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first paydate after the later of sixty (60) calendar days of employment or the second paycheck in February.
- F. The Board agrees to provide the Organization Treasurer with an initial list of names of employees for whom such deductions are being made and the amount deducted for each. The Organization will be notified of any changes in the initial list.
- G. Upon timely demand, non-members may appeal to the O.E.A. the payment of the fair share fee pursuant to the internal procedure adopted by the O.E.A. or such non-members may submit such appeals as provided by law.
- H. Nevertheless, the amount to be deducted from the pay of all non-Organization members shall be the full dues of the UEP unless the Organization Treasurer notifies the Board Treasurer to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Organization membership dues are deducted.
- I. The above fair share fee provision shall be an exclusive right of the Organization, not granted to any other organization seeking to represent employees in the bargaining unit represented by the Organization.
- J. The Organization agrees to indemnify, defend, and hold the Board and Administration, including each individual Board member, harmless for any cost or liability incurred as a result of the implementation and enforcement of this provision. The Organization reserves the right to designate the attorneys for the purpose of responding to any claims, demands, suits or other forms of action hereunder. The Board shall give the Organization written notice of any claim or demand arising out of or in any way related to the implementation of this provision within ten (10) days after receipt of such demand or claim. The Board will cooperate with the Organization at all levels of any proceedings.

## **SECTION 6. – NEGOTIATIONS**

- A. Either party may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the Organization President, on behalf of the Organization not more than ninety (90) calendar days prior to the expiration of this Agreement. The party initiating negotiations will notify the State Employment Relations Board (SERB) with a

copy of the existing Agreement (unless one has been previously provided), copying the other party with such communication.

- B. Within a reasonable time after the written notice of negotiations has been served, the parties shall establish the date of the first negotiations session.
- C. Negotiations shall be for the purpose of negotiating all matters with respect to wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of the Agreement.
- D. The agenda for the negotiating sessions shall be prepared through a meeting for the parties within twenty (20) calendar days of the date on which the notice to negotiate was filed by either party. Once the agenda has been set, no new items may be added by either party except through mutual agreement.
- E. During negotiations, the Board and the Organization will present relevant data, exchange points of view and make proposals and counter proposals. All public records will be made available to the Organization upon reasonable request, in writing, during normal business hours.
- F. Good faith requires that the Board and the Organization be willing to react to each other's proposals in the same fashion as the proposals are submitted by either party. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Neither party shall be compelled to agree to a proposal nor is either party required to make concessions.
- G. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by representatives of each negotiating team and set aside. No item shall be finally agreed to by the respective negotiating teams until all items have been agreed to. Prior to the negotiated Agreement being presented to the Organization and the Board, both negotiating teams shall pledge to recommend adoption of the tentative Agreement.
- H. During negotiations, interim reports may be made to the Organization by its representatives and to the Board by its representatives.
- I. Every effort will be made to conclude negotiations forty (40) calendar days prior to the expiration of this Agreement. If negotiations have not been concluded by that time, either party may request that Federal Mediation and Conciliation Services (FMCS) appoint a federal mediator for the purpose of assisting the parties in reaching agreement on the unresolved issues. FMCS shall be contacted if both parties agree.
- J. The mediation process shall conclude on the date the Agreement expires. If the parties have not reached agreement, either party may declare impasse.
- K. The mediation process set forth in J. above shall be the mutually agreed dispute settlement procedure and supersedes the procedure set forth in Section 4117.14 of the Ohio Revised Code.



- L. Negotiation sessions between the parties shall be closed to the press and the public. During each negotiating session, the total number of persons representing the Organization shall not exceed nine (9) members and one (1) Organization representative; the Board team shall not exceed ten (10) in number. The names of the Board and the Organization team members shall be exchanged along with the Agreement proposals.
- M. The negotiations process shall be available without fear of recrimination.
- N. The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternate negotiations procedure (*e.g.*, Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established, and Section 6.D. and the number of negotiations team members on each team found in Section 6.L shall be waived.
- O. Interim Negotiations
  - 1. Upon mutual agreement of both parties to negotiate during the term of this Agreement and in accordance with Section 4117.08 of the Ohio Revised Code, negotiations shall begin within ten (10) calendar days after the parties mutually agree to negotiate. In the event the parties fail to reach agreement within twenty (20) calendar days after the first negotiations session, the parties agree to contact the Federal Mediation & Conciliation Service (FMCS) for assistance in resolution of the disagreement. This mediation is the parties' mutually agreed to dispute resolution procedure which supersedes and takes precedence over any inconsistency or alternative procedure set forth in Section 4117.14 of the Ohio Revised Code.
  - 2. If agreement is not reached within twenty (20) calendar days after the first mediation session, the provision of O.R.C. 4117.14(D)(2) shall apply.

## **SECTION 7. – GRIEVANCE PROCEDURE**

### A. Purpose

It is the policy of the parties that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlement at any stage shall bind the immediate parties to the settlement but shall not be precedent in a later grievance proceeding.

### B. Definitions

- 1. A “grievance” is an alleged violation of this Agreement or any dispute with respect to its meaning or application.

2. An “employee,” for the purposes of this Section, is any member of the bargaining unit covered by this Agreement.
3. A “grievant” is the employee or group of employees who submit a grievance or on whose behalf it is submitted, or the Organization.
4. “Days,” in this Section, shall refer to work days.

C. Rights and Responsibilities

1. A grievance shall be deemed waived unless it is formally submitted within thirty (30) days after occurrence of the event. The failure of an employee to file a grievance when the violation of the Agreement is an issue shall not constitute any waiver of the Organization’s right to file a future grievance on that issue involving another grievant or a subsequent occurrence involving the same grievant with a different set of facts within the required thirty (30) day period of the occurrence.
2. For nine (9) and/or ten (10) month employees, in the event a grievance is filed at such time that it cannot be resolved by the close of a school year, further attempts at resolution shall be postponed until the beginning of the new school year, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next school year.
3. If the Organization submits any grievance and it is limited in effect to one classification series, the grievance shall be submitted to the appropriate supervisor. If mutually agreed upon by the Organization President and the Superintendent/Designee, grievances where the supervisor does not have the sole authority to make adjustments may be filed directly with the Superintendent/Designee.
4. The grievant shall have the right to present his/her grievance free from interference, coercion, restraint, discrimination, or reprisal.
5. Each administrator shall have the responsibility to consider each grievance presented to him/her and to make a determination within the authority delegated to him/her and within the time specified in these procedures.
6. The grievant and/or his/her representative shall have the sole responsibility for presentation and continued pursuit of his/her grievance through the stages provided herein and within the time limits specified in these procedures. The grievant may, at his/her own option, be represented at any step by a member of the Organization or an O.E.A. representative, but may not be represented by any other person or organization. When a grievance has been submitted, a representative of the Organization shall be entitled to be present at all formal grievance levels.

7. The grievant or the Organization is guaranteed the right to withdraw the grievance at any step.
8. Time limits at any step may be waived by agreement of the Superintendent/Designee and the Organization President/Grievance Steward.
9. Requests by administrators to employees for a meeting to consider a grievance shall be made in writing forty-eight (48) hours in advance of the specified date and time of such meeting.
10. Each party to a grievance shall have access to all written statements and records pertaining to such case at the hours during which the school District office is open for business.
11. In the event of the failure of an administrator to communicate a decision within the deadlines, constitutes an automatic advancement of the grievance to the next step.

D. Steps to be Followed:

1. The grievant presents his/her grievance orally to his/her supervisor or to the person who has the authority to resolve the grievance. When the grievant attempts to resolve the grievance informally, the grievant shall state to the supervisor at the meeting that this is the informal step of the grievance procedure. For grievance processing, the following supervisor list shall be used.
  - a. Maintenance Personnel, Maintenance Secretary – Building and Grounds Supervisor
  - b. Food Service Personnel, Food Service Secretary – Food Service Supervisor
  - c. Bus Drivers, Bus Aides, Mechanics, Transportation Administrative Assistant, Transportation Secretary – Transportation Supervisor
  - d. Building Secretaries, Building Administrative Assistants, Educational Assistants, Media Assistants, Special Education Assistants, Health Aides – Principals
  - e. Central Office Secretaries, Administrative Assistants, Bookkeepers, Print Shop Operator, Computer Technicians – Immediate Administrative Supervisor
  - f. Custodial Worker – Principal, Building and Grounds Supervisor
  - g. Courier – Building and Grounds Supervisor, Transportation Supervisor

2. If agreement is not reached at Step D1 (above), the grievant may submit a written statement regarding his/her grievance to his/her supervisor (Attachment 1) and shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, the time and the place where the alleged events or conditions constituting the grievance existed, the identity of the person responsible for causing such event or condition (if known), a general statement of the grievance and redress sought by the grievant.
3. Within five (5) days of receiving the grievance, the supervisor shall give a written decision.
4. If the grievant does not accept the decision of the supervisor, he/she may, within five (5) days, request in writing a hearing with the Superintendent.
5. The Superintendent's hearing will be held within five (5) days of the receipt of the written request. The Superintendent will give a final decision within five (5) days of the hearing. The temporary absence of a principal, Superintendent, or employee(s) shall toll the running of the days during the absence of such principal, Superintendent or employee(s), but in no case for more than five (5) additional days.
6. If the grievant does not accept the decision of the Superintendent, he/she may, within five (5) days, refer the grievance to the Organization. Within five (5) days of receipt of the grievant's request to proceed to arbitration, the Organization will decide whether to request arbitration. Such a request for arbitration will be sent to the Superintendent within five (5) days of the Organization's decision. The Organization shall notify the American Arbitration Association (AAA) in a timely manner and shall request a list of seven (7) National Academy arbitrators. Upon receipt of such list, the Board and the Organization, or their designees, shall alternately strike names from the list until one ultimately is designated as the arbitrator. Either party may request a second list.
  - a. The arbitrator shall be empowered only to base his/her decision upon a specific Section of this Agreement and shall have no power to add to, subtract from, or modify this Agreement.
  - b. The decision of the arbitrator, if rendered within and in accordance with the above stated power, shall be final and binding on the Organization, its members, the employee or employees involved and the Board.
  - c. The fees and expenses of the arbitrator shall be paid by the losing party.
  - d. Any grievance which is arbitrable shall proceed in accordance with the provisions hereof as provided by the Ohio Revised Code and shall not be processed with or to the Civil Service Commission.

7. The grievant(s), employees who are witnesses, the Organization President/designee, and the Organization Grievance Chairperson shall be excused from work for arbitration hearings with no loss of pay, benefits or emoluments. Employees who are excused for an arbitration hearing shall notify their immediate supervisor or designee forty-eight (48) hours prior to the date of the hearing.

### **SECTION 8. – NO STRIKE CLAUSE**

During the duration of this Agreement, neither the Organization, its agents, or the personnel represented by the Organization shall engage in, assist in, sanction, or approve any strikes, slow-downs, withholding of services, so-called “study days,” or any other concerted effort which interferes with, impedes or impairs the normal operation of the schools.

### **SECTION 9. – JOB DESCRIPTIONS**

#### A. General

A job description shall include the duties that an employee is expected to perform.

#### B. Job Description Advisory Committee

1. A Job Description Advisory Committee shall be formed to give input on the updating of job descriptions. This committee shall be advisory in nature and its recommendations not binding on the Board.
2. The committee will include Organization Classification Representatives, the Organization President, Classification Supervisors, two Administrative Representatives, and the Superintendent/Designee. At the request of the Organization the OEA/NEA Labor Relations consultant shall also be a participant.
3. The committee will reconvene at least every three years to review the job descriptions. Either the Organization President or Director of Human Resources may initiate scheduling of the committee.

#### C. Distribution

1. Upon employment, each employee shall be provided a current job description. Thereafter, all employees shall receive a copy of their job description with the annual Notice of Assignment and Reasonable Assurance.
2. When an employee changes job classifications, that employee shall be provided a current job description.

3. Whenever a job description is revised, each affected employee shall receive a copy of the revised job description.
4. Current job descriptions will be kept on file at the Board of Education office and made available to all employees.
5. The Organization President shall be furnished a current copy of the job description for each job classification under the terms of this Agreement. Any Board approved changes will be incorporated into an updated job description and shall be furnished to the Organization President following Board action.

#### **SECTION 10. – SHARED SOLUTIONS COMMUNICATIONS FORUM**

- A. There shall be a Shared Solutions Communications Forum. The purpose of this Shared Solutions Communications Forum is to maintain sound communication between the Administration and staff. The Administration shall have the right to invite their legal counsel. The Association shall have the right to invite their OEA/NEA Labor Relations Consultant.
- B. The Shared Solutions Communications Forum may be dissolved by the Organization or the Board for any reason by delivery of written notice to the other party.
- C. The guidelines will be revised to reflect up to six (6) meetings per school year. Every other meeting will be scheduled after 4:00 PM. The Director of Human Resources and the Association President will meet no later than the second week of the school year to establish a schedule for the meetings. Participants will be limited to seven (7) per team. At the request of either party a mediator from FMCS may be invited to facilitate.
- D. The development of the agenda and recording of minutes will be a shared responsibility between the Director of Human Resources and the President. If there are no substantive issues to be discussed the meeting will be cancelled by mutual agreement. The agenda will be provided two (2) work days prior to the scheduled meeting. While pending grievances will not be a topic of discussion, issues which may become grievances are acceptable topics of discussion.

#### **SECTION 11. – DISCIPLINE**

- A. Progressive Discipline
  1. For good and just cause, the Administration may take disciplinary action against any employee. (NOTE: This Section does not apply to (i) newly-hired employees who are serving their probationary period; or (ii) employees with unsatisfactory performance who are subject to the procedures in Section 15 B.2.h.)

2. The Administration will use the following steps of progressive discipline for all offenses:

Step 1: Verbal reprimand

Step 2: Written reprimand

Step 3: Suspension without pay, not to exceed two (2) days

Step 4: Suspension without pay, not to exceed five (5) days

Step 5: Dismissal

3. Written Notice Prior to Disciplinary Hearings

Before a disciplinary hearing is held under Sections 4 or 5 below, the employee shall be given written notice of the reasons for the possible disciplinary action, including sufficient facts as will enable the employee to respond and notice of the anticipated disciplinary step. (See Attachment 13.) If after a hearing there is no discipline imposed upon the employee, or if the imposed discipline is a verbal reprimand, Attachment 13 shall not be put into the employee's personnel file.

4. Step 1 and 2 Hearings

- a. The employee's immediate supervisor or building principal shall hold the Step 1 or Step 2 hearing.
- b. The employee has the right to have one (1) Organization officer of his/her choice at this hearing and, if a representative is requested, no hearing shall occur unless the representative is present. Likewise, the immediate supervisor may request another administrator be present.
- c. At this hearing the employee shall have the right to face his/her accuser(s) and rebut the allegations. If the accuser(s) is a student(s), the student's parents will be permitted to attend the hearing.
- d. At the conclusion of the Step 1 hearing, if the administrator issues a verbal reprimand, that administrator shall notify the Organization President and the Superintendent/Designee on the appropriate form (Attachment 14) that a verbal reprimand has been issued. This form shall not be placed in the employee's personnel file; instead it will be placed in the administrative working file subject to the restrictions outlined in Section 11 A. 7. and Section 12 I.
- e. At the conclusion of the Step 2 hearing, if the administrator issues a written reprimand, a copy will be placed in the employee's personnel file and copies given to the Organization President and Superintendent/Designee.

5. Step 3 through Step 5 Hearings

- a. The Superintendent/Designee shall conduct disciplinary hearings at Steps 3 through 4. The Superintendent shall conduct a disciplinary hearing at Step 5.
  - b. The employee shall have the right to have two (2) representatives at Steps 3 through 5 disciplinary hearings. These representatives shall be either Organization officials or O.E.A. representatives. Likewise, the Superintendent/Designee may request another administrator be present.
  - c. When the request for such representatives is made, no hearing shall be conducted unless the representatives are present.
  - d. If the employee chooses not to have Organization or O.E.A. representatives, the Superintendent/Designee will inform the Organization of the situation and of the date/time/location of the disciplinary hearing. One (1) Organization or O.E.A. observer may attend the hearing, with the employee's permission.
  - e. The employee shall have the right to face his/her accuser(s), shall have the right to call witnesses, and shall have the right to rebut allegations. If the accuser(s) is a student(s), the student's parents will be permitted to attend the hearing.
  - f. The failure to present rebuttal testimony or other evidence at a pre-disciplinary meeting shall not be used against the employee.
  - g. At the conclusion of the hearing, if the hearing officer or Superintendent/Designee determines that discipline is warranted, the employee shall be provided with specific written reasons for the discipline and the exact discipline being imposed shall be stated.
  - h. The Superintendent/Designee has the authority to suspend an employee without pay without Board action.
6. The parties will make a good faith effort to hold any disciplinary hearing within three (3) employee workdays of the written notice.
7. Any sequence of steps of discipline shall be for the same or similar offense. If more than twenty-four (24) months have lapsed between any steps of the progression, it may not be used as part of the progression.
8. In the case of a serious infraction, progressive discipline may begin at any step.



9. Following the appropriate administrator's determination of the need for discipline, the employee shall have the right to appeal Step 1, Step 2, Step 3, Step 4 and Step 5 discipline through the grievance procedure of this Agreement.
  - a. A grievance may be filed on the basis of unjust discipline as well as on violation of the process outlined in Section 11 of the Agreement.
  - b. In the event a grievance is filed on a suspension, the suspension shall be held in abeyance until after the grievance procedure has been completed, including an expedited arbitration.
  - c. Should the employee be supported in his/her position on the grievance, all records of such discipline shall be removed from all personnel and building files.
10. If the employee does not grieve a suspension without pay or if he/she does grieve a suspension without pay and does not prevail in the grievance, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis. All benefits will continue in force during any suspension as may be imposed under Section 11.
11. In the case of a serious infraction the Superintendent/Designee may immediately assign an employee to his/her home with pay – prior to a disciplinary hearing.
  - a. The disciplinary hearing will occur within three (3) employee workdays of the employee's notification of his/her home assignment.
  - b. When the employee is assigned to his/her home, he/she shall be given written reasons for the assignment.
  - c. The employee shall have the right to have two (2) representatives at both the pre-disciplinary meeting and the disciplinary hearings. These representatives shall be either Organization officers or O.E.A. representatives.
    - d. When the request for such representatives is made no pre-disciplinary meeting or disciplinary hearing shall be conducted unless the representatives are present.
  - e. If the employee chooses not to have Organization or O.E.A. representatives, the Superintendent/Designee will inform the Organization of the situation and of the date/time/location of the disciplinary hearing. One (1) Organization officer or O.E.A. observer may attend the hearing, with the employee's permission.
12. If a grievance is filed, pay will continue pending the outcome of expedited arbitration.

- a. If the employee's position is upheld in the grievance/arbitration process, all record(s) of the home assignment along with any and all records of the progressive discipline procedure shall be removed from all personnel and building files.
- b. If the employee's position is not upheld in the grievance/arbitration process, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis.

B. Attainment of an Illegal or Fraudulent Employment

An appointment found, upon investigation, to have been obtained through fraud or material misrepresentation is void from the beginning and a position obtained in this manner shall be deemed to be vacant.

**SECTION 12. – PERSONNEL FILES**

- A. The Board agrees to maintain one (1) official personnel file which will be located at the Board of Education office building.
- B. All materials placed in the employee's personnel file after initial employment, other than confidential letters of reference and any medical documentation, shall be available for inspection by that employee during regular business hours of the Board of Education office.
- C. If possible, said file inspection shall take place within one (1) calendar day of the request to the Superintendent/Designee, but no later than five (5) calendar days (excluding Saturdays, Sundays, and holidays) of the request unless mutually extended by the Superintendent/Designee and the employee.
- D. Any employee who elects to review material in his/her file may be accompanied by a representative of his/her choice. An employee will be notified about any public record request submitted by a third party (non-supervisory employees or others outside the District) including the name of the person(s) seeking to review the employee's personnel file. The employee will be notified at least three (3) working days prior to the file review unless the Board is legally obligated to make the file accessible within a shorter timeframe. In that event, the employee will be notified as soon as practicable prior to the file review.
- E. All material placed in an employee's personnel file shall be dated.
- F. The initialing and/or signing of any material by the employee, including any and all observation and evaluation forms, is merely an acknowledgment of having seen the material and does not necessarily indicate agreement or disagreement.

- G. No material shall be placed in the employee's file that comes from an anonymous source.
- H. Any adverse material and/or parental complaints shall not become a part of the official personnel file or be used in disciplinary decisions unless shared with the employee and signed and dated by the employee or, where the employee is not available, the employee will be sent a copy by certified mail to the employee's home address. Unless the employee is not available, such materials/complaints will be verbally discussed with the employee before being placed in the employee's official personnel file.
- I. Each employee shall be provided with copies of any adverse materials within ten (10) calendar days after receipt and before placement in the file. Any adverse materials shall be placed in the employee's file within fifteen (15) working days of receipt. The employee shall have the opportunity to reply in writing to the adverse material within ten (10) days after receipt of a copy of such material and the reply shall be placed in his/her file along with the adverse material. Any adverse material, other than those related to situations involving students, shall be removed after seven (7) years at the employee's request if the actions or behaviors noted in the adverse material have not recurred within the seven (7) year period. Any adverse materials related to interactions or conduct with students will remain in the employee's personnel file. Unsubstantiated complaints will be in a separate investigative file.
- J. In addition to the one official personnel file located at the Board of Education office building, a building administrator and/or supervisor may maintain a working file that contains documentation relevant to an employee's performance. By June 30<sup>th</sup> of each school year in which the employee is formally evaluated, the information contained in the working file will either be placed in the official personnel file or expunged. This does not preclude a building administrator and/or supervisor from maintaining an extra copy of documents placed in the employee's official personnel file.
- K. Complaint Procedure
1. Complaint Definition

A complaint is a written or verbal concern expressed to an administrator and/or supervisor regarding a situation that occurred.
  2. Complaint Procedure

Complaints against any employee shall be handled through the established chain of command whenever possible. The complaint shall be referred first to the employee; if unresolved, then to the employee's supervisor. Except in the case of alleged criminal activity, if the complainant refuses to contact the employee, the person receiving the complaint shall inform the employee of the complaint within a reasonable amount of time. Anonymous complaints/reports shall not serve as the basis of any personnel decisions.

## **SECTION 13. – VACANCIES, TRANSFERS, AND PROMOTIONS**

### **A. Vacancies**

1. When a vacancy occurs in a job covered by this Agreement, a notice of such vacancy shall be posted within five (5) working days of the vacancy in each building in the District on the office bulletin board, in the transportation office, in the maintenance shop, in the kitchen, and in the custodians' office, unless the Board for the reasons set forth in Section 14, elects not to fill the vacancy. The posting shall include the anticipated hours, shift, the hourly rate, the job classification, and the initial building assignment. A job description for the vacant position will be attached to the posting. A copy of the posting and job description shall be provided to the Organization President. An opening created by the promotion of an employee does not become a vacancy subject to posting until the employee has successfully completed the promotional probationary period.
2. Information concerning vacancies during the summer months shall be listed on the school District's voice mail system. Each summer posting shall remain on the District's voice mail system for at least ten (10) days.
3. The Board is responsible for filling all posted vacancies within thirty (30) days of the vacancy, unless there is no qualified candidate.
4. A job classification is an individual job identified under the classification series. A position is a job classification in a specific building during a specific shift.
5. An employee who wishes to apply for a vacant position and who believes he/she meets the qualifications set forth in the posting and job description shall submit an updated application or resume. The employee's immediate supervisor or principal will be consulted regarding the employee's job performance. Based on a review of the employee's written application or resume, and prior job performance, the employee may be granted an interview for a vacancy outside of the employee's classification series or a vacancy that would result in a move of two (2) or more job classifications within the employee's classification series. If an interview is not granted, the employee may request, in writing, a formal written response identifying the specific reasons why they were not granted an interview. Such response shall be given within five (5) work days from the date the request is received.
6. An employee who applies for a lateral move or a move of one (1) job classification within the employee's classification series will be granted an interview. (For the purposes of this paragraph 6, the classification series of Educational Assistant and Special Education Assistant shall be considered to be the same job classification in the same classification series; therefore, if an Educational Assistant applies for a position of Special Education Assistant, or vice versa, the Educational Assistant/Special Education Assistant will be granted

the interview.) The granting of an interview does not guarantee that the request for lateral transfer will be approved.

- a. An employee will not be entitled to more than one (1) interview per building during the school year for the same vacant job classification unless there has been a change in the employee's skills, training, or experience since his/her interview.
  - b. If there has been a change in the employee's skills, training, or experience since the interview, the employee shall be granted another interview.
  - c. When a vacancy is posted for a job classification for which the employee has already interviewed, if interested in that vacancy, the employee shall apply for the position and his/her earlier submitted information will be considered.
7. Those employees who are interviewed will be given consideration based upon their qualifications, skills, ability to perform the work, and prior job performance.
- a. The Superintendent has the final determination as to whether a current employee or outside candidate will fill a given vacancy, except in the case where an employee is requesting a lateral transfer (e.g., move within the same job classification, regardless of hours assigned or location) in the following classifications:
    - Head Custodian (K-8)
    - Custodian I (K-12)
    - Custodian II (K-12)
    - Educational Assistants (K-12)
    - Head Cook (K-8)
    - Head Cook (9-12)
    - Cook I (4-12)
    - Food Service Worker (K-12)
    - Media Assistants (K-12)
    - Health Aides (K-12)
  - b. A current employee seeking a lateral move in the job classifications listed above in 7a., or a Special Education Assistant requesting a lateral transfer to a vacant Educational Assistant position posted for the following school year, will be given the first opportunity over outside candidates or substitutes, provided the employee has satisfactory job performance and is not on a performance plan or involved with progressive discipline. If more than one current employee applies for the lateral transfer, the Superintendent/Designee has the final determination as to which current employee will fill the lateral vacancy.

8. If additional hours are added to a specific position, the current employee in that position shall be offered those additional hours; however, the current employee may refuse the hours without jeopardizing his/her current hours. If the employee refuses the additional hours, the employee shall be notified that he/she may be transferred and the Superintendent/Designee may post the position. Only those employees in the same job classification with the same hours as the original position will be considered for the position. The incumbent employee will be moved to the resulting vacancy. In the event no employee with the same job classification is interested in filling the position and there is no qualified candidate to work the additional hours, the incumbent employee will be required to work the additional hours.
9. An employee who is not selected for a job classification may request, and shall be given, an explanation from the administrator who made the determination.
10. If a skills test is required, it shall be stated on the job posting. The employee shall have the opportunity to examine his/her test after it has been scored. Once an employee has passed a skills test for a promotional position, the employee shall not be required to re-test for the same position provided that the employee passed the test within three (3) years of the posting.

**B. New Employment (employees new to the District)**

1. Newly-hired employees shall serve a one hundred twenty (120) work day probationary period. It shall be the duty of the Superintendent/Designee during the probationary period of each employee in the classified service to investigate thoroughly the efficiency, conduct, and integrity of such employee and to determine whether or not he/she shall be retained. The decision of whether to retain a probationary employee is within the discretion of the Superintendent/Designee and is not grievable.
2. A newly-hired employee shall have no seniority during his/her probationary period—Notwithstanding any other provisions of this Contract, during the probationary period, the newly-hired employee will be eligible to apply for vacant positions but will not be entitled to the “first opportunity” for a lateral move. Probationary employees may substitute for another employee in a higher classification if the supervisor believes the probationary employee is appropriately qualified. In addition to the exceptions stated above, probationary employees shall be covered by all Sections of the Agreement, with the exception of Section 11 (Discipline), Section 14 (Layoff) and Section 15 (Evaluations).
3. An employee retained beyond his/her probationary period shall have his/her District seniority computed as of his/her Board effective date of hire and classification seniority computed as of his/her date of entry into the classification.

4. A newly-hired regular employee may be allowed credit for job-related experience up to and including the second step following the successful completion of the probationary period. Evaluation and approval of this credit shall be made by the Superintendent/Designee and shall be considered at the time after the completion of the probationary period. Credit for job-related experience will be prospective only and will go into effect the later of (a) completion of the probationary period, or (b) the date the employee submits a written request for credit. The Superintendent/Designee shall notify the Treasurer's office of any credit for job-related experience.

C. Seasonal/Casual Employees

A seasonal/casual employee may be hired to meet temporary needs, but may not work more than one hundred (100) days in any calendar year. No seasonal/casual employee may be hired to perform duties that fall within the job description of any employee who has been laid off and remains on the recall list. Prior to hiring any seasonal/casual employees, employees on the recall list who are qualified to perform the seasonal/casual work will be given the first opportunity, based on district seniority, and will be paid the board approved rate for the seasonal/casual work.

D. Promotions

1. Any advancement to a position for which the maximum salary in the job classification is higher constitutes a promotion.
2. As far as practical and consistent with the best interests of the school District, present employees will receive consideration for promotions.

E. Probationary Period for Employees Changing Classifications, Employees Remaining in the Same Classification but Changing Building Assignments (Laterally Transferred), or Employees Adding Hours in a Different Classification

1. A probationary period of thirty (30) working days shall apply to each employee who changes classifications, who is promoted, who is laterally transferred, or who adds hours in a different classification.
2. During the promotional probationary period, the employee retained beyond the probationary period shall have his/her District seniority computed as of his/her Board effective date of hire and job classification seniority computed as of his/her effective date of entry into the job classification.
3. In the event the employee who changes classifications, who is promoted, or who is laterally transferred elects, within the first fifteen (15) working days of the promotional period, to return to his/her previous position, he/she shall be permitted to return to his/her previous position and shall retain the seniority he/she had prior to the transfer.

4. If, within the probationary period, the employee's promotional/lateral transfer/change of classification is deemed to be unsatisfactory by the employer, the employee shall be returned to his/her former position. The employee shall be informed by his/her immediate supervisor why he/she is being returned to his/her former position.

F. Temporary Assignment

A temporary assignment for a period not to exceed thirty (30) continuous working days in a school year can be made for positions in the absence of a qualified candidate.

**SECTION 14. – LAYOFF**

A. Classifications/Seniority

1. The following procedures will govern the layoff of employees when required due to abolishment of a position, financial reasons, abolishment of transportation runs/routes, or lack of work.
2. In the event the Board determines it is necessary to lay off, a reasonable effort shall be made to minimize the number of personnel layoffs by not employing replacements, insofar as practicable, for employees who retire, resign, or otherwise vacate a position. Reduction in hours of a current employee either during the school year or from one school year to the next cannot be used in lieu of a layoff.
3. No summer help or other subcontractor (with the exception of special transportation per Section 31.W) shall be hired to perform bargaining unit work in that job classification while employees remain on the recall list in that job classification. Employees on the recall list who are qualified to perform summer work will be given the first opportunity, based on district seniority, and will be paid at the summer rate of pay.
4. For the purpose of layoff and recall, job classifications and classification series shall be used. "Classification series" are identified by a series number and description, *e.g.*, Series 1: Custodial. "Job classifications" are those individual jobs identified under the classification series.
5. The classification series and job classifications shall be as follows:
  - a. Administrative Assistants/Secretaries  
  
Administrative Assistant  
Secretary; Board of Education Secretary/Receptionist



b. Bus Aides

c. Cafeteria

High School Head Cook  
Head Cook  
Assistant Head Cook - High School  
Cook 1  
Food Service Worker

d. Computer Technicians

e. Courier

f. Custodial

Head Custodian, High School  
Custodian Foreman, High School  
Head Custodian, Middle School  
Head Custodian, Central School  
Head Custodian, Elementary Schools  
Custodian I - High School/Middle School  
Custodian I - Elementary Schools (K-5)  
Custodian II

g. Educational Assistants

h. Health Aides

i. Information Systems

EMIS Coordinator  
SIS Secretary

j. Maintenance

Maintenance - Foreman  
Maintenance I – Employee  
Maintenance II Employee – Building and Grounds  
Maintenance III Employee – Athletics  
Maintenance IV Employee – Field Maintenance & Custodial

k. Mechanics

Mechanic - Vehicle Maintenance Foreman  
Mechanic

- l. Media Assistants
- m. Print Shop Operator
- n. Special Education Assistants
- o. Transportation

Bus Instructor

Bus Driver

6. Seniority

District seniority shall be defined as follows in this Section and throughout the Agreement:

- a. The length of continuous employment by an employee of the Board is computed from the employee's effective date of hire in the bargaining unit per the Board minutes regardless of the number of hours worked per day or the number of months worked per year. Work as a substitute employee prior to being a regular employee shall not be counted toward District seniority.
- b. Unpaid leaves of absence granted by the Board shall not be counted toward District, classification or building seniority, nor shall they break any accumulated District, classification, or building seniority.
- c. In cases of identical District seniority, as a tie breaker, the date of the employee's initial application will determine his/her position on the District seniority list. Where applications have been submitted electronically, the electronic time stamp shall be used as a tiebreaker. The second tie breaker will be the employee's date of entry into his/her job classification. If a tie continues, the position on the District seniority list will be determined by a toss of the coin.
- d. Classification seniority in this Section and throughout the Agreement shall be the first day an employee is assigned into a classification while in active pay status. Work as a substitute employee prior to being a regular employee shall not be counted toward classification seniority.
- e. Building seniority in this Section and throughout the Agreement shall be the first day an employee is assigned to a building while in active pay status. Work as a substitute employee prior to being a regular employee shall not be counted toward building seniority.

B. Layoff Procedures

1. In the event there is a layoff, the position(s) to be eliminated shall be discussed with the Organization President before any announcement of layoff is made.
2. The employee to be laid off shall be the person with the least District seniority in the lowest job classification of each affected classification series regardless of the number of days or hours worked. In the event the position to be eliminated involves fewer days or hours than the position held by the person with the least District seniority in the lowest job classification in the series, the employee whose job is eliminated may either move to that position and work the additional days or hours or may opt to take the layoff.
3. If the employee to be laid off had been employed in another classification series, and he/she has more District seniority than the least senior person in the lowest job classification of the other classification series, it is the employee with the least District seniority in the other job classification who shall be laid off.
4. Unless the Administration otherwise determines it is in the best interest of the District's operations, these layoff procedures will not be interpreted or applied so as to create a job sharing situation.
5. Transfers may have to be made in a classification series because of the position(s) elimination.
  - a. If an employee in a job classification needs to be transferred to the job classification directly below the one he/she is presently in, it is the employee with the least District seniority in the job classification that is transferred to the lower job classification.
  - b. Any employee who is transferred to a different job classification shall not have to serve a probationary period.
  - c. If transfer results in a situation where an employee would have to work additional hours or days above and beyond his/her original assignment, the employee may either elect to work the additional hours or days or may opt to take the layoff.
6. After a layoff, the number of hours each employee has shall remain the same (except for Bus Drivers and Bus Aides because their number of hours may change yearly because of the selection process) with the possible exception(s) of: (i) an employee whose hours or days are increased as a result of his/her exercise of seniority; or (ii) the employee with the least District seniority in the lowest job classification of the job classification series where it is necessary for those hours to be reduced.

- a. In the case of Bus Drivers and Bus aides, the selection process by classification seniority shall be conducted yearly and at the end of the selection process, any Bus Driver or Bus Aide who has nothing to select will be laid off.
  - b. When it is anticipated that either Bus Drivers or Bus Aides will be laid off, the appropriate number of Bus Drivers/Bus Aides with the least amount of District seniority will be removed from the selection process.
7. To illustrate the implementation of these procedures, assume the following:
- A 10-month administrative assistant position is being eliminated (Position A). The employee holding Position A has greater District seniority than a 12-month administrative assistant (Position B). The 10-month employee has the option of either moving into Position B or accepting the layoff. If the 10-month employee moves into Position B, that affected employee will have the opportunity to move into a lower classification series position where there is an employee with less District seniority (Position C). If Position C happens to be a 10-month position, the former Position B employee will have a reduction in months worked to the 10-month Position C. Assuming the employee ultimately affected by the layoff has been employed in another classification series and holds more District seniority than the least senior person in the lowest job classification of that other series, the employee would be able to exercise his/her seniority and move into that position. This process continues until such time as the employee with the least District seniority is ultimately laid off.
8. An employee displaced from a classification series as a result of the procedure above (1-6) shall be placed on the layoff list.
  9. An employee who is to be laid off under the above procedure shall be so informed in writing at least ten (10) calendar days prior to the Board meeting at which time official action is to be taken. Following such Board action, under this Section each affected employee will receive written notice which shall state the following:
    - a. Reason for the layoff
    - b. The effective date of layoff
    - c. A general reminder of the recall rights provided by this Section
  10. The Organization President shall be provided a list of all positions to be eliminated at least thirty (30) calendar days prior to the Board meeting where action is taken regarding layoffs and shall be provided a list of all persons to be laid off under this Section ten (10) calendar days prior to the Board meeting at which time such action is to be taken. This list shall indicate the names, job classifications, District seniority dates, and rank order of recall to available jobs.

C. Recall

1. An employee on the recall list will have the opportunity to be placed in openings which occur in the same classification series at the same or lower job classification than the employee formerly held.
  - a. If an opening occurs in a classification series that is equal to or fewer than the amount of hours or days that the most senior employee on the recall list had worked, that employee will be recalled. If the opening is for fewer hours or days and the most senior employee on the recall list takes that position, that employee still remains on the recall list and is still eligible to be recalled to a job classification with the same hours or days that he/she had before the layoff.
  - b. If an opening occurs in a classification series that is more hours or days than the most senior employee on the recall list had worked, that position shall first be posted and only employees in that classification series may apply for and be moved into that position. After the posting process is completed, the most senior employee on the recall list shall be recalled.
  - c. Where an employee transferred to a position with greater hours or greater days as a result of the layoff procedures and an opening occurs in the same or lower classification that is the same number of hours or days as the employee's original assignment, that employee will be transferred to that opening and the most senior employee on the recall list will be considered for the remaining vacancy in accordance with paragraphs a or b above. (Example: a 10-month administrative assistant who bumped into a 12-month secretary position will be transferred to a 10-month secretary vacancy, allowing the 12-month employee to return to his/her original position.
2. The order of recall shall be determined on the basis of greater District seniority.
3. Notice of recall shall be sent by certified mail to the last address provided by the employee to the Superintendent/Designee.
4. The period of recall for employees who have completed the probationary period and who have not yet worked a full student calendar year shall continue for three years from the date of layoff. The period of recall for employees who have completed a full student calendar year will have the right of restoration without limitation.
5. An employee shall remain eligible for recall unless:
  - a. The time limit for right of recall has expired, or
  - b. He/she resigns, or

- c. The employee accepts or declines recall to the same job classification (with the same hours) from which the employee was laid off, or
  - d. He/she fails to respond to recall within ten (10) calendar days of receipt or attempt of delivery to the employee's residence.
- 6. Upon return to service, the employee shall be credited with all District, classification, and building seniority prior to the layoff; however, the period of layoff shall not be counted within that earned District, classification, or building seniority total. The employee shall resume the status previously held. Experience credit will not be granted for the period of layoff.
- 7. When an employee is recalled after the start of the school year, and the employee works at least one hundred twenty (120) days during that school year, he/she will be granted a full year's seniority and will move a step on the salary schedule for the subsequent school year. Where the employee is recalled after the start of the school year and works fewer than one hundred twenty (120) days of the school year, the employee will only be granted a half-year credit and will remain at the same step of the salary schedule for the subsequent school year.
- 8.
  - a. During the first two (2) years that an employee is on the recall list, the employee shall be first called for any substituting in his/her classification based on seniority in his/her classification.
  - b. During the third year on the recall list, only those employees who are not otherwise employed in any capacity in the District (i.e. have not obtained a position through bumping, are not on reduced hours, have not filled a vacancy, etc.) shall be first called for any substituting in his/her classification based on seniority in his/her classification. After three (3) years on the recall list, the employee will have no right to substitute based on seniority. This provision (8 b.) expires as of June 30, 2012 and is not subject to a roll over.
  - c. An employee who agrees to substitute will not be eligible for other conflicting substitute positions within forty-eight hours of the assignment. Where the substitution is anticipated to be for three or more days, the employee who agrees to substitute for that specific position will remain for the duration of the absent employee's leave.
  - d. The provisions in this subsection 8 supersede any other substitution provision in the Agreement except for the following:
    - (i) When a substitute is needed for a Mid-day run, the substitution provision found in Sections 18F (Bus Aides) and 31K (Transportation) shall be followed before any Bus Aide or Bus Driver on the recall list can substitute for any Mid-day run. Refusal or unavailability to substitute or to accept this fewer-hours

job shall not be interpreted as a decline in recall and the employee shall remain on the recall list;

- (ii) The substitution provisions in Section 17 (Administrative Assistants/Secretaries), Section 19 (Cafeteria), Section 22 (Custodial), Section 23 (Educational Assistants), Section 24 (Health Aides), Section 28 (Media Assistants), and Section 30 (Special Education Assistants) will apply before an employee who is on the recall list may exercise his/her right to substitute in a position outside his/her classification (i.e. an actively employed Custodian II at the high school will have the first opportunity to substitute for a Custodian I at the high school before a Custodian II on the recall list will be offered the substitution; an actively employed Educational Assistant at Highland Drive will have the first opportunity to substitute for a Secretary in that building before an Educational Assistant on the recall list will be offered the substitution).
- e. If an employee on the recall list agrees to substitute in his/her classification, he/she shall be paid at his/her rate of pay before the layoff, excluding any shift differential or adjustment for summer pay, subject to the time restrictions in 8 a. and b., above. If the substitution is for second or third shift, the pay differential will apply in addition to the employee's rate of pay before the layoff.
- f. If there remains a need for a substitute after employees in the affected classification have been contacted, and after the internal substitution process for the affected classification has been exhausted, any employees on the recall list and who have been board approved to substitute in that classification will be called in order of district seniority before a non-employee substitute is called, subject to the time limitations in 8 a. and b., above. An employee who agrees to substitute will not be eligible for other conflicting substitute positions within forty-eight hours of the assignment. Where the substitution is anticipated to be for three or more days, the employee who agrees to substitute for that specific position will remain for the duration of the absent employee's leave. With the exception of substitutions in the Food Service department, employees who have been Board approved to substitute in that classification and who are substituting in their first three years on the recall list shall be paid \$1.00 more than the casual substitute rate assigned to that classification. Food Service substitutes will be paid in accordance with the board adopted substitute rate of pay.
- g. Employees who are on the recall list and are eligible to substitute per 8 a. and b. above will receive a letter sent via certified mail advising the employees of their right to request to be included on the substitution list(s). Any employee electing to opt in must return the letter to the

Director of Human Resources via certified mail. Any employee who fails to respond to calls regarding available substitute positions or fails to fill a substitute position for more than ten (10) noncontiguous days will be removed from the substitute list(s) unless the employee has received approval from the Director of Human Resources. Such approval shall not be unreasonably withheld.

## **SECTION 15. – EVALUATIONS**

### A. Purpose

The purpose of the procedures set forth in this Section is to provide a mechanism for the assessment of an employee's work performance and help the employee achieve greater effectiveness in the performance of his or her work assignment.

### B. Procedures

#### 1. Evaluator

A written evaluation of the employee will be conducted by the employee's immediate supervisor, principal, or assistant principal. In the event an employee performs work under the supervision of more than one (1) supervisor, the employee's evaluation may be jointly conducted.

#### 2. Schedule for Evaluation

- a. Any employee serving in a probationary period (new employee, promotional probationary period, lateral probationary period) will be evaluated at least one (1) time during his/her probationary period.
- b. An employee with fewer than three years in the District will be evaluated at least one (1) time annually.
- c. Each employee with three (3) or more years experience in the District but fewer than ten (10) years shall be evaluated at least every three (3) years.
- d. Each employee with ten (10) years or more experience in the District shall be evaluated at least every five (5) years.
- e. Nine (9) and ten (10) month employees will be evaluated on or before May 30<sup>th</sup>.
- f. Twelve (12) month employees will be formally evaluated on or before June 30<sup>th</sup>.



- g. In the event the employee receives a needs improvement or unsatisfactory rating in any area, the employee will be put on a Performance Assistance Plan and will be given at least twenty (20) work days following the evaluation before he/she is re-evaluated. The employee also may request to be re-evaluated. The request must be in writing and sent to the employee's immediate supervisor with a copy to Superintendent/Designee. If the employee requests to be re-evaluated, the evaluation process shall be conducted within eight (8) work weeks of receipt of the request. The Performance Assistance Plan (Attachment 15) will include specific target areas in which the employee needs to improve and suggestions advising how the employee can improve in the targeted areas. The employee shall be given a copy of the Performance Assistance Plan.
- h. If the performance of an employee who has been placed on a Performance Assistance Plan remains unsatisfactory, a hearing will be scheduled with the employee. The President of BOSS and the employee will be advised of the need for a hearing, the specific performance deficiencies, and the date/time of the hearing. The employee will have the right to have two (2) representatives at the hearing (BOSS and/or OEA representatives). The purpose of the hearing is to discuss the continued performance concerns, any revisions to the Performance Assistance Plan, and the consequences if the employee's performance remains unsatisfactory. The employee will be given at least twenty (20) work days after the hearing before he/she is re-evaluated. If the employee's performance remains unsatisfactory, a "Loudermill" meeting will occur before the employee is terminated for good and just cause. While the Superintendent has the authority to terminate without Board action, the employee has the right to appeal the decision through the grievance procedure.

3. Observations

The evaluator shall evaluate each employee based on direct observation of his/her performance and/or work product. The total observation time (time spent observing the employee and/or observing the work product) shall not be fewer than thirty (30) minutes. These thirty (30) minutes do not have to be consecutive; however, at least fifteen (15) consecutive minutes must be spent directly observing the employee. The employee will be given at least 24 hours prior written notice of the date of the fifteen (15) minute observation. The observations will be reflected on the Support Staff Evaluation Form (Attachment 16). No hearsay shall be included in the Support Staff Evaluation Form.

4. Written Evaluation

The written evaluation report (Attachment 16) shall be signed by the evaluator and employee and a copy provided to the employee. The employee's signature is merely an acknowledgement of having received the report. It does not indicate agreement or disagreement with that evaluation report. The employee will have

an opportunity to submit his/her comments in written form which will be attached to the evaluation.

5. Evaluation Conference

Each employee will have the opportunity to discuss the written evaluation report with his or her evaluator prior to the report being filed in the employee's personnel file. Each employee shall be notified no fewer than forty-eight (48) hours in advance of the scheduled evaluation conference. If there is anything negative in the evaluation report, the employee has the right to request a follow-up conference with an Organization representative present.

**SECTION 16. – SCHEDULE AND WORK HOURS**

A. Work Schedule

The regular work schedule shall be Monday through Friday. The beginning and ending time of the employee's day will be determined by the employee's supervisor within the first two (2) weeks of the first student school day. In no way shall an employee's total daily/weekly hours of employment be reduced. If it is determined that an employee's schedule or shift will be changed, notification must be given to the employee prior to the beginning of a new school year. Notwithstanding the above, the schedule for positions that are driven by a student's individual education plan, 504 plan, or emergencies resulting in unanticipated student needs may be changed as the need arises, with two (2) weeks notice to the affected employee.

B. Work Assignment

An employee covered by this Agreement shall work under a job description as approved by the Board. Consistent with the job description, each employee will be assigned duties as determined by the discretion of the employee's supervisor. An employee normally assigned to a particular building or location may be reassigned to other buildings or locations without a loss or change in the rate of pay.

C. Leaving the Building

Before leaving the building for any reason during the work day, the employee shall obtain the prior approval of the appropriate administrator/designee whose approval will not be unreasonably withheld.

D. Breaks

1. Each seven (7) hour or more per day employee is entitled to two (2) fifteen (15) minute paid break periods which are to be included within his/her work day. Each five and one-half (5-1/2) consecutive hour per day employee is entitled to

one (1) fifteen (15) minute break period which is to be included in his/her five and one-half (5-1/2) hours.

2. Each employee shall mutually schedule his/her break with his/her immediate supervisor. If mutual agreement cannot be reached, the immediate supervisor shall schedule the break.
3. Except in the case of circumstances beyond his/her control as determined by the employee's supervisor, an employee does not have the option to work through his/her break period in return for a like amount of salary or overtime/compensatory time. Where the supervisor is not available to make a determination, the employee must notify the supervisor on the following business day of the specific circumstances requiring the employee to work through his/her break.

E. Lunch

1. Each employee of five (5) or more consecutive hours is entitled to a thirty (30) minute lunch period without any regularly assigned responsibilities. The lunch period is not part of the employee's scheduled day and shall not be paid.
2. The lunch period will be mutually scheduled by the employee and the immediate supervisor; however, if there is no agreement, the supervisor may schedule the lunch period. The lunch period may be rescheduled with the immediate supervisor's approval in order to meet unusual or unexpected circumstances.
3. Except in the case of circumstances beyond his/her control as determined by the employee's supervisor, an employee does not have the option to work through his/her lunch period in return for a like amount of overtime/compensatory time. Where the supervisor is not available to make a determination, the employee must notify the supervisor on the following business day of the specific circumstances requiring the employee to work through his/her lunch period.
4. If the employee desires to leave the building during his/her lunch period, he/she will inform the building administrator/designee.

F. Student Hearings

If the Board requires an employee to be present during a student disciplinary hearing, such employee will be released to attend such hearing with pay. If the hearing takes place outside such employee's regular work hours, the employee will be paid his/her regular hourly rate for all time spent at such hearing, but not fewer than two (2) hours.

G. Calamity Day

1. On days when, District-wide, schools are closed due to public calamity such as snow, floods, etc., the Board shall provide payment for an employee at his/her

regular hourly rate. An employee who is required to work on District-wide calamity days because of job responsibilities will be paid an additional amount equal to one and one-half (1-1/2) his/her regular hourly rate for hours worked.

2. When it has been determined that there is a District-wide calamity day, each employee who should have been contacted about staying home but was not contacted and reported to work shall receive an additional two (2) hours pay at the regular hourly rate (straight time). In order to be eligible for reporting pay, an employee must have on file, with the Superintendent/Designee his/her current telephone number.
3. Due to either a District-wide or building(s) calamity, if there is a delayed start and an employee who has two District jobs, due to the delayed start, now has jobs that overlap in time, the employee shall be paid for both jobs as though they were completed on a non-delayed-start day.
4. In the event of a delayed start or early release due to a District-wide or building calamity, employees (with the exception of bus drivers and bus aides) are expected to report and work their regularly assigned hours at their regular rate of pay, unless directed otherwise. Bus drivers and bus aides will report per the delayed start (*i.e.* two-hours after the normal time). The affected employees may be required to perform work within their respective job classifications and/or receive in-service or training opportunities during those work hours.

Employees will not be reprimanded if adverse weather conditions prevent them from reporting at their regularly scheduled time on days where there is a delayed start or early release of students. If an employee is delayed in their arrival due to adverse weather the employee shall make arrangements with their immediate supervisor to make up the missed time.

Employees who are directed not to report to work shall do so without any loss of pay. Employees who fail to report to work at their regularly scheduled time for reasons that are not related to the delayed start or early release may be subjected to progressive discipline.

5. On days when a specific school building is closed due to a calamity such as loss of water, heat, or power, the affected employees in the entire job classification may be reassigned to assist in other buildings, working within their respective job classifications. Where the closure occurs prior to the employees' respective starting times, they will be contacted and advised regarding whether and where they are to report to work. Employees who are not required to report to work or who are not reassigned will be sent home and paid their regular hourly rate (straight time). District calamity pay will not be paid to employees.
6. When midday programs are closed due to calamity (*i.e.*, afternoon kindergarten, preschool, etc.), affected employees will be expected to work their regular hours and will receive their regular rate of pay unless directed otherwise. The affected

employees may be required to perform work within their respective job classifications and/or receive in-service or training opportunities during those work hours.

Employees will not be reprimanded if adverse weather conditions prevent them from reporting at their regularly scheduled time on days where midday programs are closed due to calamity. If an employee is delayed in their arrival due to adverse weather the employee shall make arrangements with their immediate supervisor to make up the missed time.

Employees who are directed not to report to work shall do so without any loss of pay. Employees who fail to report to work at their regularly scheduled time for reasons that are not related to the delayed start or early release may be subjected to progressive discipline.

7. In the event that a delayed start turns into a District-wide calamity day each employee who has directed to report to work shall be sent home and shall receive an additional two (2) hours pay at the regular hourly rate (straight time) in addition to the payment they would normally receive for working their regularly assigned hours.

Any employee who is not sent home because of job responsibilities will be paid calamity pay (one and one-half (1-1/2) his/her regular hourly rate) for all hours worked.

8. Employees will be expected to sign in and sign out on delayed start/early release days.

#### H. Call In and Call Back Pay

An employee who is requested to report to work before or after his/her regularly-scheduled shift at a time not adjacent to his/her regularly-scheduled shift shall be paid a minimum of two (2) hours pay at straight time, unless eligible for overtime pay in accordance with Section 16.K.

#### I. Substituting

1. Substituting is when an employee is requested by his/her supervisor to assume the job classification responsibilities of another employee.
2. All substitution amounts shall be paid from the first day of substitution and shall be paid whether the substitution occurs during or outside of the employee's scheduled day.
3. When an employee substitutes for another in the same job classification, he/she shall be paid at his/her normal hourly rate (straight time) unless eligible for overtime pay in accordance with Section 16.K.

4. When an employee substitutes in a job classification that is a higher job classification in his/her present classification series, he/she shall be paid at step one of that higher job classification or \$0.25 per hour more than his/her normal hourly rate (straight time), whichever is greater, unless eligible for overtime pay in accordance with Section 16.K.
5. When an employee substitutes in a job classification that is a lower job classification in the same classification series, the employee shall be paid his/her normal hourly rate, unless otherwise eligible for overtime pay in accordance with Section 16.K for all or part of his/her substitution.
6. When an employee substitutes in a job classification that is in a different classification series, he/she shall be paid the greater of: (1) step one of the different classification series or (2) \$0.25 per hour more than his/her normal hourly rate. The employee may be eligible for overtime pay in accordance with Section 16.K for all or part of his/her substitution.
7. When an employee substitutes for a non-bargaining unit member, excluding supervisors, the substituting employee shall be paid at the highest step of the negotiated administrative assistant pay schedule. When substituting at a higher classification or for a non-bargaining unit employee, the employee must indicate the name of the person for whom he/she substituting on his/her time sheet or he/she shall not receive the higher rate of pay.

J. Break in Continuity of Employment

When a regular employee breaks his/her District seniority and then at a later date, not to exceed five (5) years, returns to regular employment in the same classification, the returning employee will be paid at the step level at which he/she was employed at the time he/she discontinued his/her employment but has no District/classification/building seniority upon his/her return.

K. Overtime Pay/Compensatory Time

An employee who is regularly employed by the District shall be paid time and a half (1-1/2) for all hours in excess of eight (8) hours per day or of the normal forty (40) hour week provided that the additional hours have been authorized by the Superintendent/Designee, and are not covered by special rates such as banquet rates, Saturday rates, Sunday rates, holiday rates, etc., or covered by extracurricular/supplemental contracts. Excess hours in a day will take precedence over excess hours in a week. For the purpose of computing overtime, a forty (40) hour week will include any hours where the employee is in active pay status e.g., (holiday, personal leave, vacation days, or sick leave day), but will exclude absence without pay.

1. An employee who is assigned to work in two (2) or more job classifications and works more than eight (8) hours per day or forty (40) hours per week in one of his/her job classifications or substitutes in a different job classification in one of his/her classification series, will be paid overtime based on the rate for the job he/she actually performs after the first eight (8) hours per day or the first forty (40) hours per week. Excess hours a day will take precedence over excess hours in a week.
2. Hours worked by an employee who is substituting for another employee outside of the employee's classification series will not count toward hours worked for purposes of overtime, with some exceptions. (For example, a Bus Driver who substitutes for a Custodian II will not receive overtime for hours worked in excess of eight (8) per day or forty (40) per week resulting from the substitute time and will be paid straight time for the hours worked.) The exceptions are: (1) a Mechanic substituting for a Bus Driver, (2) an Educational Assistant substituting for a Special Education Assistant, (3) a Special Education Assistant substituting for an Educational Assistant, (4) a Bus Driver substituting for a Courier, (5) a Courier substituting for a Bus Driver, and (6) a Maintenance person substituting for a Custodian. In the case of these exceptions, if an employee works more than eight (8) hours per day or forty (40) hours per week, he/she shall be paid overtime. Excess hours a day will take precedence over excess hours in a week.
3. An employee will be paid time and one-half (1-1/2) for hours worked on Saturday. An employee will be paid double time for hours worked on Sundays. Hours worked on a holiday will be paid at time and one-half (1-1/2) in addition to pay received for the holiday. For determining an employee's overtime pay, his/her work week will begin at 12:01 A.M. on Monday. Since holiday, Saturday, and Sunday pay meets or exceeds the overtime rate, work on a holiday, Saturday, and/or Sunday is not subject to overtime payment.
4. Compensatory time should be considered the exception rather than the rule and may be used only in extenuating circumstances. Compensatory time must be approved in advance by the immediate supervisor and a log kept by the immediate supervisor and initialed by the employee. Compensatory time may be accumulated and used on a rolling basis not to exceed twenty-four (24) hours at any point in time. Compensatory time must be used during the contract year in which it is accrued at a time mutually agreed upon by the employee and his/her immediate supervisor. Compensatory time must be accrued in no less than fifteen (15) minute increments. Unused compensatory time will be extinguished and paid as financial compensation at the appropriate rate. At the end of the fiscal year, the immediate supervisor shall put in writing and send to the Board Treasurer's Office the number of hours to be paid. Compensatory time for eight (8) hour employees shall be one and one-half (1-1/2) hours for each hour. Additional hours/compensatory time for short hour employees shall be at straight time.

5. Compensation for employees who are working under supplemental contracts will be governed solely by Board policy and are not subject to the overtime/compensatory time provisions contained in this Agreement. Any employee who is working under a supplemental/extracurricular contract will be paid no less than the actual amount of that contract.

L. Call-In: Absences

1. A day shift employee shall call his/her immediate supervisor/designee each day of absence prior to his/her work schedule.
2. If possible, a night shift employee shall call in by 10:00 A.M. of each day the employee is going to be absent.

M. Substitutes

Whenever possible, a substitute shall be called to fill in for the absence of a regular employee.

N. Notification of Supervisor

1. Each employee shall be notified at the beginning of each school year as to his/her immediate supervisor.
2. Should any change of supervisor occur during the year, the employee shall be notified of such change.

**SECTION 17. – ADMINISTRATIVE ASSISTANTS/SECRETARIES**

A. Classifications

Administrative Assistant (a minimum of 203 or 212 working days, or a 12-month employee)

Secretary; Board of Education Secretary/Receptionist (a minimum of 203 working days, or a 12-month employee)

B. Substitution

1. When an Administrative Assistant is absent, a Secretary in the same building shall first be offered the substitution.
2. When a Secretary is absent or substituting for an Administrative Assistant, an Educational Assistant shall be the substitute according to the substitution part of the Educational Assistants' Section of the Agreement.



C. Training

Training (where available) will be provided to all employees of this classification series on a rotating basis whenever new equipment, technology, or software is updated or implemented by the District.

**SECTION 18. – BUS AIDES**

A. Classification

Bus Aide (a minimum of the student days per school year)

B. Leaves and Selection of Schedule

1. If a Bus Aide is on any Board-approved leave other than sick leave, assault leave, FMLA leave (for illness reasons), or Worker's Compensation leave for an entire year, that Bus Aide will not be permitted to select a schedule for the entire school year or select a schedule for the following year if he/she will be on that same Board-approved leave the following year.
2. In the first year of any Board-approved leave other than sick leave, assault leave, FMLA leave (for illness reasons), or worker's Compensation leave, if a Bus Aide takes said leave after the selection process concludes but before March 1<sup>st</sup>, that schedule must be selected again.
3. In the first year of any Board-approved leave other than sick leave, assault leave, FMLA leave (for illness reasons) or Worker's Compensation leave, if a Bus Aide takes said leave after March 1<sup>st</sup>, a substitute may be assigned.
4. If a Bus Aide returns during the second year of any Board-approved leave other than sick leave, assault leave, FMLA leave (for illness reasons), or Worker's Compensation leave, the Bus Aide returns as a substitute. At the end of the second year, the returning Bus Aide is reinstated as a regular Bus Aide.

C. Selection of Schedules

1. Each Bus Aide shall select his/her schedule after the bus driver selection process has been completed. A schedule is the Bus Aide's total routes for the day.
2. Each Bus aide will be allowed to select a schedule (including A.M., Mid-day, and P.M. routes) according to classification seniority starting with the Bus Aide with the most classification seniority.
3. Each Bus Aide, using classification seniority, will be scheduled at fifteen (15) minute intervals to select his/her schedule. The schedule selection shall be completed at least one (1) week before the school year begins and each Bus Aide

shall be given at least seven (7) calendar days notice as to date of the initial schedule selection.

- a. Each route in the schedule will have an estimated time of completion. The estimated time shall include ten (10) minutes before the bus leaves the Transportation/Maintenance Center (TMC) and a minimum of fifteen (15) minutes from the discharge of students to the TMC.
  - b. For all midday routes Bus Aides shall be scheduled to report to the Transportation Maintenance Center at the same time as the Bus Drivers.
  - c. The assigned bus and bus driver will be attached to each route, unless a change is necessary to accommodate a change in number of students or a student's physical needs.
4. During the selection process, each Bus Aide will be paid a minimum of two (2) hours.
  5. Once the driving time for a schedule has been established by the Transportation Supervisor, those hours shall be the minimum guaranteed for the Bus Aide on the schedule for the school year. This time shall be established within thirty (30) days of the establishment of the schedule.
  6. A Bus aide cannot select a schedule which would result in overtime pay on a daily basis.
  7. When an out-of-District and/or parochial school is scheduled to be in session and is canceled for reasons other than a calamity day, the Bus Aide will be paid for the time lost on his/her schedule.
  8. This sub-section does not apply to special transportation assignments as discussed in sub-section W of the Transportation Section.
- D. Appropriate training and equipment will be provided to Bus Aides on an ongoing basis. If training occurs outside regular work hours, the Bus Aide will be paid his/her hourly rate.
- E. The following time is guaranteed except for those who have been laid off:
- a. A two (2) hour minimum shall be guaranteed for an A.M. route.
  - b. A two (2) hour minimum shall be guaranteed for a P.M. route.
  - c. A two (2) hour minimum shall be guaranteed for a Mid-day route.

F. Substitution Outside the Normal Work Day

Regular daily Bus Aides will be used as substitutes when available for either the absent Bus Aide's A.M., Mid-day, or P.M. route and shall be used in all other circumstances before other substitutes are used. This will be done on a classification seniority basis but the seniority list is not continuously rotated. When a substitute is needed, the most senior available Bus Aide by classification is always contacted first and then the classification seniority list is used in order until an available regular Bus Aide substitute is found. If no regular Bus Aide is available to work the A.M., Mid-day, or P.M. routes(s) of the absent Bus Aide, the route(s) of the absent Bus Aide shall be given to a substitute.

- a. The availability of a regular daily Bus Aide will be determined by the pick-up and drop-off times for each route. If a regular Bus Aide is not available to handle his/her own route(s) and the A.M. or Mid-day or P.M. route(s) of the absent Bus Aide on the time specified by the established route schedule, a substitute will be used.
  - b. When the Transportation Supervisor becomes aware that a Bus Aide will require an extended leave of absence (five or more work days), the most senior Bus Aide with lesser hours (at least 30 minutes less than the absent Bus Aide) will have the opportunity to substitute for the duration of the leave of absence. That Bus Aide's position will be filled by a substitute Bus Aide unless circumstances in F.1.c. apply.
  - c. It is recognized that, due to the possible lack of available regular Bus Aides and lack of available substitutes, there will be exceptions to this procedure whereby a regular daily Bus Aide may serve as a substitute where the regular daily Bus Aide's own route may conflict with the route of the absent Bus Aide. These exceptions to the procedure will not be treated as past practice and will not be used by the parties in interpreting this paragraph.
2. Classification seniority will prevail (Bus Aide with most classification seniority first) in choosing regular Bus Aides as substitutes on Mid-day runs when possible. A list of regular daily Bus Aides wanting to substitute on runs will be posted, and only those Bus Aides will be called.
  3. On days when a particular school(s) serviced by the District's Transportation Department is not in session, and other schools serviced by the District are in session, any Bus Aide who is not scheduled to work because a school(s) on his/her schedule is not in session shall be used as a substitute before an outside substitute is used.

G. Reduction of Assigned Schedule Time

1. Schedules that are estimated in the beginning of the school year to be fringe benefit schedules may be reduced by fifteen (15) minutes in time when the actual time of the route is established.
2. This reduction shall not affect the eligibility of the Bus Aides for full-time benefits.
3. This sub-Section (G) does not apply to special transportation assignments.

H. Layoff

When there is a layoff in the Bus Aide Classification Series in accordance with Section 14 of the Agreement, at the time of the layoff, all of the schedules with specified busses and drivers will be selected again.

**SECTION 19. – CAFETERIA**

A. Classifications

High School Head Cook (minimum of 184 working days)  
Head Cook (minimum of 183 working days)  
High School Assistant Head Cook (minimum of 182 working days)  
Cook I (minimum of 181 working days)  
Food Service Worker (minimum of 181 working days)

B. Banquet Rate for Food Service Workers

1. The banquet rate for a Food Service Worker per hour shall be \$16.00.
2. The banquet rate for a Cook I, High School Assistant Head Cook and a Head Cook per hour will be \$18.50.

C. Banquet Preparation

Banquet or other special food preparation other than for normally-scheduled meals may be cause to schedule additional personnel. When banquet or other special food preparation is needed, the Food Service Supervisor shall consult with the affected Food Service employee(s) to determine if additional personnel needs to be scheduled and/or if additional time needs to be scheduled for the affected Food Service employee(s).

D. Banquet Time

1. For banquets, the need is for a Head Cook, High School Assistant Head Cook, Cook I, and/or a Food Service Worker depending upon the size and scope of the

event. The Food Service Worker/High School Baker will be offered the banquet time on a continuously rotating schedule by building seniority at the building where the banquet is taking place. If additional Food Service Workers are needed, all remaining Food Service Workers are eligible for the banquet time on a continuously rotating basis.

2. A substitute cannot be brought in for banquet time unless there is no Food Service Worker/High School Baker willing to take the banquet time.

E. Substitution

1. A Cook I or High School Assistant Head Cook can substitute for a Head Cook for the length of the continuous absence within the same building. The Cook I at the high school can substitute for the High School Assistant Head Cook for the length of the absence. In a building where there is no Cook I, the Food Service Worker with the greatest hours within the same building can substitute for the Head Cook for the length of the absence if that Food Service Worker is “qualified” per paragraph 2 below.
2. A Food Service Worker can substitute for a Cook I or High School Assistant Head Cook within the same building for the length of the absence. This substitution time will be offered on a continuously rotating basis by building seniority for those Food Service Workers who want to substitute and have been placed on a list of those who are considered to already be qualified by the Food Service Supervisor with input from the Head Cook in the building to which the Food Service Worker is assigned. In order to be placed on the list of those qualified by the Food Service Supervisor, interested Food Service Workers must first satisfactorily complete the Cook I test, which will be offered annually, and then receive at least one “on-the-job” training session. Qualification status further will be based on the evaluation from the “on-the-job” training session and overall work performance factors. Performance factors include, but are not limited to, the employee’s evaluations and demonstrated competency in performing the duties of a Cook I.
3. Extra time for Food Service Workers shall be offered on a continuously rotating basis by building seniority within the same building. In the case of an absence anticipated to be five (5) days or fewer, the continuous rotation occurs on a daily basis. When the absence is anticipated to exceed five (5) days, the continuous rotation takes place weekly.
4. A outside substitute cannot be brought in for more time than a regular Food Service Worker unless there is no Food Service Worker in the building willing to take the extra time. When there is an anticipated absence in excess of five (5) work days of a long hour Food Service Worker (3 hours or more), a short hour Food Service Worker (2 hours or less) will have the opportunity to substitute, regardless of building assignment, before an outside substitute is brought in. This substitution will occur on a weekly continuous rotation.

F. Uniforms

1. Each Food Service employee shall be furnished with three (3) uniform shirts annually. Every effort will be made to have the shirts furnished at the start of the school year. The Food Service Supervisor will determine which style shirt will be purchased for the Food Service Department.
2. Each Food Service employee will be provided with a yearly clothing allowance of \$75.00 for the purchase of appropriate shoes and/or pants, as determined by the Food Service Supervisor. Respective receipts will be presented to the Food Service Supervisor by November 15<sup>th</sup>. Reimbursement for these purchases will be made by December 15<sup>th</sup>.
3. Food Service employees will have the option to purchase a long sleeve shirt(s) in place of the short sleeve shirt provided, if they pay the cost in excess of the purchase price of the standard short sleeve shirt provided.

G. Meetings

1. When any meeting is required outside of the employee's scheduled day, the employee shall be paid at his/her hourly rate. All required meetings shall be scheduled on a regular work day.
2. If the meeting is fifteen (15) minutes or fewer, the employee shall be paid for fifteen minutes.
3. If the meeting is more than fifteen (15) minutes in length, the employee shall be paid a one (1) hour minimum. If the meeting exceeds one (1) hours in length, the employee shall be paid for the one (1) hour and then, additionally, shall be paid in increments of fifteen (15) minutes.
4. Head Cook Meetings for the entire school year shall be announced at the first Head Cook meeting of the school year. For all other meetings or re-scheduled meetings, except in the case of an emergency, there shall be at least five (5) working days notice, when possible. The notice should clearly state if the meeting is mandatory or elective. If fewer than five (5) working days notice is given, and a Head Cook cannot attend the meeting, the Head Cook shall contact the Food Service Supervisor to decide whether a representative can be sent in his/her place or schedule a time with the Food Service Supervisor in order to receive the information discussed at the meeting.

H. Training

Training shall be provided at least once per school year in order to provide cafeteria workers with the skills and information needed in order to perform their job duties.

## **SECTION 20. – COMPUTER TECHNICIAN**

### A. Classification

Computer Technician (12-month employee)

### B. Meetings

If attendance is required by the supervisor, each Computer Technician shall be paid at his/her hourly rate for the time spent attending these meetings. The minimum amount of time compensated shall be one-half (1/2) hour.

### C. Additional Time

Additional time for Computer Technicians shall be offered on a school-year continuous rotating basis beginning with the Computer Technician with the most seniority.

### D. A Computer Technician may change the beginning and ending time of any of his/her work days with the approval of the Director of Technology.

## **SECTION 21. – COURIER**

### Classification

Courier (minimum of 203 working days)

## **SECTION 22. – CUSTODIAL**

### A. Classifications

Head Custodian, High School (12-month employee)  
Custodian Foreman, High School (12-month employee)  
Head Custodian, Middle School (12-month employee)  
Head Custodian, Central School (12-month employee)  
Head Custodian, Elementary schools (12-month employee)  
Custodian I - High School/Middle School (12-month employee)  
Custodian I - Elementary schools (K-5) (12-month employee)  
Custodian II/Custodian II Floater (12-month employee)

### B. License/Certificate

The Board shall pay for any license/certificate or any license/certificate renewal required by the job description, including a boiler license, asbestos certificate, and pesticide application license.

C. Asbestos Removal Premium

Those who are trained and certified in asbestos removal shall be paid at the highest step of the Maintenance Foreman rate at time and one-half (1-1/2) for asbestos removal.

D. Shift Differential

1. A Custodial Worker who is regularly assigned to work a majority of time on the first shift shall have a starting time that begins between the hours of 5:30 A.M. and 8:00 A.M.
2. A Custodial Worker who is regularly assigned to work a majority of time on the second shift (starting between the times of 2:00 P.M. and 4:00 P.M.) shall receive a shift differential (premium) of \$.20 per hour for his/her entire shift.
3. A Custodial Worker who is regularly assigned to work a majority of time on the third shift (starting between the times of 9:00 P.M. and 11:30 P.M.) shall receive a shift differential (premium) of \$0.25 per hour for his/her entire shift.
4. When a second or third shift employee is transferred to the first shift on a regular basis, such employee shall no longer be eligible for a shift differential.
5. The shift differential shall be paid when: (1) the employee works second or third shift and/or (2) when vacation or paid leave is taken at a time the employee was scheduled and otherwise would have worked the second or third shift and/or (3) there is a holiday at a time the employee was scheduled and otherwise would have worked the second or third shift.

E. Required Weekend/Holiday/Evening Building Checks

1. An employee shall receive a minimum of two (2) hours of pay at the appropriate hourly rate for checking his/her building on the weekend when required to do so by the Superintendent/Designee. The Superintendent/Designee may assign the employee additional duties during the minimum two (2) hours that do not compromise the safety of the employee.
  - a. The appropriate rate for Saturdays is time and one-half (1-1/2).
  - b. The appropriate rate for Sundays is double time.
  - c. The appropriate rate for holidays is time and one-half (1-1/2) in addition to the pay received for the holiday.
2. An employee shall receive a minimum of two (2) hours of pay when required to answer building alarms.



- a. The appropriate rate for Saturdays is time and one-half (1-1/2).
  - b. The appropriate rate for Sundays is double time.
  - c. The appropriate rate for holidays is time and one-half (1-1/2) in addition to the pay received for the holiday.
3. When a maintenance employee is not working, these required weekend/holiday/evening building checks shall be offered to Head Custodians, Custodian Foreman, and Custodian I's using a continuous rotation system by building seniority. The employee shall receive a minimum of two (2) hours of pay for weekend/holiday/evening building checks at the appropriate rate.

F. Overtime

1. Overtime within a building shall first be offered to employees assigned to that building on a continuous rotation building seniority basis. Those in the continuous rotation are the Head Custodian, Custodian Foreman, and Custodian I. Absence (other than for vacation) does not preclude an employee from being in the rotation. Any employee who is on a scheduled vacation will not be offered overtime until all other employees on the continuously rotating list have been contacted and are unavailable, unless the employee has indicated on the vacation request form that the employee wishes to remain in the rotation during the scheduled vacation. If the event to be staffed requires two custodial persons, in addition to the above rotation, the Custodian II employees will also continuously rotate on a seniority basis for the second position.
2. If overtime is needed in the Maintenance IV position responsible for athletics at the high school during the three (3) months of December through February, that overtime shall be first offered to the Maintenance IV employee who is responsible for those athletic responsibilities. Only if the Maintenance IV employee cannot work the overtime shall it be offered via the regular rotation described in the paragraph above. During the three (3) months of December through February, the Maintenance IV employee with athletic responsibilities at the high school shall be ineligible for any other overtime unless refused by all others in the overtime rotation.
3. When at the District's request, a Custodian II works on a Saturday or Sunday in his/her job classification (except for locking/securing the building), and there is no Custodian I working with him/her, pay and overtime pay for that Custodian II will be calculated based on his/her regular Custodian II rate. However, that Custodian II will receive one (1) hour of pay at the Custodian I rate in order to compensate him/her for locking/securing the building. When there is no Head Custodian, Custodian, I, or Custodian Foreman working with a Custodian II on a Saturday or Sunday, and there is a scheduled event at the building where a Head Custodian, Custodian I, or Custodian Foreman would normally be scheduled, the Custodian II shall be paid overtime at the Custodian I rate. If a Head Custodian,

Custodian I, or Custodian Foreman is scheduled to work a Saturday/Sunday event, and leaves before the event is concluded, the Custodian II who is working the event receives his/her appropriate Custodian II pay for the time he/she is working with the Head Custodian/Custodian I/Custodian Foreman, but shall receive Custodian I pay for the time he/she is working alone during the event.

4. Custodial overtime within the District but not within a specific building shall be offered to custodial department employees, within their job classification, on a continuous rotation District seniority basis. Within ten (10) working days of the beginning of the school year, the Director of Business Services/designee will send out a memorandum which asks each employee in the custodial department if he/she is interested in taking District-wide overtime during the year. The names of interested employees shall then be used to construct the continuous rotation District seniority lists, on a job classification basis, used for District-wide overtime.
5. Where an employee is working an overtime shift of five or more hours, the employee is expected to take a 30 minute paid lunch break with the understanding the 30 minutes may be interrupted in order to complete job responsibilities. The employee shall not leave the workplace during this paid lunch break.

G. Tools

The Board will provide hand tools for Custodians upon prior written approval of the Superintendent/Designee.

H. Clothing

The Board will provide a yearly amount of \$100 for employees employed more than 20 hours per week in the custodial classification (\$50 for employees employed 20 or fewer hours per week in the custodial classification) appropriate work shoes and/or clothing (excluding under garments) necessary for the job for each employee in the Custodial Department upon the employee presenting an appropriate receipt to the Building and Grounds Supervisor. Receipt(s) must be submitted by May 1<sup>st</sup> and the employee shall be reimbursed within four (4) weeks of submitting the receipt(s).

I. Night Shift Going to Day Shift

1. On the first Monday after the students' last day of school, or on any non-student day during the school year, all custodial employees shall move to first shift. For purposes of this paragraph, employees who move to first shift may have starting times between the hours of 6:00 a.m. and 11:00 a.m. The employee is expected to work the number of hours he/she is scheduled to work. If a Custodian II has to lock-up/secure the building, he/she shall be paid at the Custodian I rate only for the time needed to lock-up/secure the building.

2. Second and third shift employees who have moved to first shift during the summer break will resume his/her regular work schedule beginning the first full work week prior to the first day of school, unless alternate arrangements have been made between the supervisor and head custodian of each building.

J. Temporary Change in Schedule for Events

During the school year when there are school related events where students are present within the building in which an employee works, including but not limited to OHSAA sponsored athletic contests, school plays, band concerts, PSO events, Booster Club events, CAPA events, etc., an employee may have his/her schedule adjusted by his/her supervisor with at least two (2) weeks notice to the employee. In the event of an athletic event at the high school on NEOEA day, a second shift custodian will be assigned on a rotating basis.

K. BeeKeepers

1. This is a security position that is in effect on the school District's non-student days when the BeeKeepers School Age Child Care Program is in session. The purpose of this position is to secure each building where the BeeKeepers School Age Child Care Program is being held at the end of the day; no other responsibilities shall be added to this position. It is a one and one-half (1-1/2) hour position per day, for security check and lock-up at two (2) schools at a time, and is paid at each person's overtime rate. If the need is for security lock-up at only one (1) building, the person filling the position will receive forty-five (45) minutes of compensation. If there is an emergency situation where the person in his/her position has to work more than the amount of time needed for security, he/she shall be compensated for the additional time at his/her overtime rate.
2. During summer break, there shall be one (1) security person for not more than two (2) buildings. This position will be filled on an as-needed basis depending upon which buildings are open for the BeeKeepers Program. The Director of Business Services or his/her designee will first ask one of the Head Custodians in the affected buildings to fill the position. If each Head Custodian in any two buildings wishes to perform security, the Director of Business Services will decide which Head Custodian will lock up and will then offer the next opportunity to the Head Custodian not chosen. Preference will be given to those Head Custodians and Custodian I's who normally work in the buildings where the BeeKeepers Program is being held. The Custodian Foreman is also eligible to fill this position.
3. If no Head Custodian, Custodian I, or Custodian Foreman is available for this position, the position may be filled by a Custodian II. If a Custodian II receives this position, the Custodian II shall be trained in security procedures by the appropriate building staff and shall be paid as a Custodian I while in this position.

4. Any Head Custodian working in a building that houses a Beekeepers Program for any part of the year shall be paid a differential of \$0.10 per hour for his/her work the entire year. Any Custodian I shall be paid a differential of \$0.10 per hour for his/her work during the period in which the BeeKeepers program is housed at the building.
- L. Any second or third-shift custodial employee working alone in a building shall be provided a communications device that can be taken with him/her when leaving the building.
- M. Substitution
1. Any custodial or maintenance employee substituting in a higher level classification must be able to perform all duties required of the higher position as described in the job description. In order to insure qualified substitutes, employees who are interested in substituting in higher classifications within the Custodial Classification Series will be given two (2) opportunities during the school year to be trained and to demonstrate their skills and knowledge before being placed on a rotation list for the particular building(s) in which they have demonstrated their qualifications.
  2. At the middle school and high school levels, a Custodian II and Maintenance IV employee can substitute for a Custodian I, and a Custodian I and Maintenance II or III employee can substitute for the Custodian Foreman and Head Custodian as long as this substitution is within the same building and during the same shift. If no one in the same building during the same shift wants to do the substitution, the next person to be offered the substitution shall be someone in the same building who works a different shift. If a substitute still cannot be found, employees in other buildings can then be offered the substitution using a continuously-rotating list comprised of those interested in this substitution.
  3. At the elementary level, a Custodian II and Maintenance IV employee can substitute for a Custodian I, and a Custodian I, Maintenance II and Maintenance III employee can substitute for the Head Custodian as long as the substitution is at the same building. If the Custodian I does not want to substitute for the Head Custodian in his/her building, the Custodian II can substitute for the Head Custodian. This substitution of the Custodian II for the Head Custodian is done by daily rotation using building seniority and a continuously-rotating list.
  4. Maintenance II, III, and IV employees may substitute on their respective shifts, regardless of building, and will be placed on the substitution rotation lists for each building in which the employee has an interest.
  5. Any employee who is on a scheduled vacation will not be offered a substitute opportunity until all other employees on the continuously rotating list have been contacted and are unavailable, unless the employee has indicated on the vacation

request form that the employee wishes to remain in the substitute rotation during the scheduled vacation.

### **SECTION 23. – EDUCATIONAL ASSISTANTS**

#### A. Classification

Educational Assistant (works a minimum of the student days per school year)

#### B. Definition

An Educational Assistant is one who spends his/her scheduled time supporting the office/teachers/students in a regular education environment. The Educational Assistant may also support a special needs student(s) when that student(s) is in a group with regular education students (i.e., playground, lunchroom, etc.).

#### C. Substitution

##### 1. Educational Assistant Substitution

a. If a Special Education Assistant is available because of the absence of his/her student(s), that Special Education Assistant may be assigned to substitute for an Educational Assistant or a Special Education Assistant before the building seniority continuous rotation substitution procedure (below) is used.

##### b. Rotation Procedure

- 1) If an Educational Assistant is absent or substituting for the Secretary, the hours will be offered to an Educational Assistant or Special Education Assistant who: (1) is not otherwise assigned during the substitution time, (2) is in the same building, and (3) can complete the entire substitution assignment.
- 2) The Educational Assistant/Special Education Assistant may be kept in the same substitute position until the absent Educational Assistant returns.
- 3) These hours shall be rotated continuously by building seniority among the Educational Assistants/Special Education Assistants.
- 4) An Educational Assistant/Special Education Assistant shall remain in the building seniority continuous rotation for a specific Educational Assistant position as long as his/her substitution was satisfactory in that position. Any Educational Assistant/Special Education Assistant removed from the building seniority

continuous rotation for a specific Educational Assistant position shall be added into the rotation for that specific position at the beginning of the next school year.

2. Secretary Substitution

a. Elementary Buildings (K-5)

- 1) At the elementary buildings, before the continuous building seniority substitution procedure is used, if a Secretary is absent or substituting for an Administrative Assistant, an Educational Assistant whose regular responsibilities include working in the office may be the substitute for the Secretary. If the Educational Assistant whose normal responsibilities include working in the office is not the substitute for the Secretary, an Educational Assistant who is employed at the same building and who has the minimum secretarial skills (as determined by a skills test) may have the opportunity to substitute for the Secretary.
- 2) The Educational Assistant may be kept in the same substitute position until the absent Secretary returns.
- 3) These hours shall be rotated continuously by building seniority among the skilled Educational Assistants.
- 4) An Educational Assistant shall remain in the building seniority continuous rotation for a specific secretarial position as long as his/her substitution was satisfactory in that position. Any Educational Assistant removed from the building seniority continuous rotation for a specific secretarial position shall be added into the building seniority continuous rotation for that specific secretarial position at the beginning of the next school year.

b. Secondary Buildings (6-12)

- 1) At the secondary buildings, if a Secretary is absent or substituting for an Administrative Assistant, an Educational Assistant may have the opportunity to substitute for the Secretary if that Educational Assistant is: (1) employed at the same building, (2) has the minimum secretarial skills (as determined by a skills test), and (3) has knowledge of the specific office procedures in the Secretary's office where he/she may be substituting.
- 2) The Educational Assistant may be kept in the same substitute position until the absent Secretary returns.

- 3) Each Educational Assistant who has the minimum secretarial skills necessary and knowledge of the appropriate office procedures will be placed on a building rotation list by seniority, and substituting for a Secretary shall be done by building seniority continuous rotation of this list.
- 4) An Educational Assistant shall remain in the building seniority continuous rotation for a specific secretarial position as long as his/her substitution was satisfactory in that position. Any Educational Assistant removed from the building seniority continuous rotation for a specific secretarial position shall be added into the building seniority continuous rotation for that specific secretarial position at the beginning of the next school year.

3. Media Assistant Substitution

- a. In the event of the absence of a Media Assistant at the high school, the Educational Assistant assigned to work in the Media Center will be reassigned to substitute for the Media Assistant. That Educational Assistant may be kept in that substitute position until the Media Assistant returns.
- b. If an Educational Assistant is substituting for the Media Assistant, that Educational Assistant's hours will be offered to an Educational Assistant or Special Education Assistant who (a) is not otherwise assigned during the substitution time, (b) is in the same building, and (c) can complete the entire substitution assignment.

D. Reporting to Work on Teacher Days

An Educational Assistant, if requested by his/her building principal, shall have the option of reporting to work on any teacher day when the students are not in attendance up to his/her normally scheduled hours.

E. Educational Assistant Certificate

1. Each Educational Assistant must have an educational aide certificate.
2. Each Educational Assistant shall be informed if his/her certificate will expire within that school year by the Superintendent's/Designee's office. It will be the responsibility of each Educational Assistant to complete the proper paperwork and submit it to the Superintendent's/Designee's office. The Board will pay for the Educational Aide Certificate and will forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or whoever is responsible for issuing the Educational Aide Certificates.

3. Each newly-hired Educational Assistant will receive an application for an Educational Aide Certificate from the Superintendent's/Designee's office. When completed, the Superintendent's/Designee's office shall forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or whoever is responsible for issuing the Educational Aide Certificate. The Board shall pay the fee for each certificate.

F. Staff Meetings

If attendance is required by the supervisor, each Educational Assistant shall be paid at his/her hourly rate for the time spent attending these meetings. The minimum amount of time compensated shall be one-half (1/2) hour.

G. Clothing

Gloves and smocks will be made available to all Educational Assistants who deal with student bodily functions on a regular basis.

H. Failure to Take Breaks

If an Educational Assistant cannot leave his/her work assignment (because of a student disruption incident) to take his/her break, he/she can make up the missed break at another time.

I. Field Trips

If an Educational Assistant is accompanying a student(s) on a field trip, the Board shall reimburse the Educational Assistant for any entrance fees and/or other necessary expenses of the field trip upon submission of appropriate receipts.

- J. When the outside temperature is below twenty (20) degrees Fahrenheit, no Educational Assistant shall have to be outside with the students. Wind chill factors shall be considered when determining if students are to be outside.

**SECTION 24. – HEALTH AIDES**

A. Classification

Health Aide (a minimum of the student days per school year)

B. Substitution

If a Health Aide is absent, the hours will be offered to another Health Aide. Every effort will be made to rotate the hours among all Health Aides in the District.



C. Reporting to Work on Teacher Days

A Health Aide, if requested by his/her building principal, shall have the option of reporting to work on any teacher day when the students are not in attendance up to his/her normally scheduled hours.

D. Certificates/Licenses

1. Educational Assistant Certificate

- a. Each Health Aide must have an Educational Aide Certificate.
- b. Each Health Aide shall be informed if his/her certificate will expire within that school year by the Superintendent's/Designee's office. It will be the responsibility of each Health Aide to complete the proper paperwork and submit it to the Superintendent's/Designee's office. The Board will pay for the Educational Aide Certificate and will forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or whoever is responsible for issuing the Educational Aide Certificates.
- c. All newly-hired Health Aides will receive an application for an Educational Aide Certificate from the Superintendent's/Designee's office. When completed, the Superintendent's/Designee's office shall forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or whoever is responsible for issuing the Educational Aide Certificate.

2. CPR Certification: Each Health Aide must have or obtain CPR Certification, at his/her own expense, within twelve (12) months of hire.

3. First Aid Certification: Each Health Aide must have or obtain First Aid Certification, at his/her own expense, within three (3) months of hire.

4. The Board shall pay for any license/certificate or any license/certificate renewal required by the job description, other than the CPR Certification and the First Aid Certification.

E. Staff Meetings

If attendance is required by the supervisor, each Health Aide shall be paid at his/her hourly rate for the time spent attending these meetings. The minimum amount of time compensated shall be one-half (1/2) hours.

F. Clothing

Gloves and smocks will be made available to each Health Aide who deals with student bodily functions on a regular basis.

G. Extended Time

Each Health Aide may occasionally be required to work additional hours. However, at least fifteen (15) day notification must be given in order for the Health Aide to be required to work the additional hours.

H. Work Schedule

The daily work schedule of each Health Aide shall be mutually determined by the Health Aide, building principal(s), and Health Care Coordinator. If there is no mutual agreement, the daily work schedule of the Health Aide may be determined by the Health Care Coordinator and the building principal(s).

**SECTION 25. – INFORMATION SYSTEMS**

Classifications

1. EMIS Coordinator (minimum of 212 days)
2. SIS Secretary (minimum of 203 days)

**SECTION 26. – MAINTENANCE**

A. Classifications

Maintenance Foreman (12-month employee)  
Maintenance I Employee (12-month employee)  
Maintenance II Employee – Building and Grounds (12-month employee)  
Maintenance III Employee – Athletics (12-month employee)  
Maintenance IV Employee – Field Maintenance & Custodial (12-month employee)

B. License/Certificate

The Board shall pay for any license/certificate or any license/certificate renewal required by the job description, including a boiler license, asbestos certificate, refrigeration certificate, and pesticide application license.

C. Asbestos Removal Premium

Those who are trained and certified in asbestos removal shall be paid at the highest step of the Maintenance Foreman salary schedule at time and one-half (1-1/2).

D. Tools

The Board will provide hand tools for maintenance personnel upon prior written approval of the Superintendent/Designee.

E. Clothing

1. The Board will provide a yearly allowance of \$200 for the cleaning/purchasing of uniforms/clothing for each Maintenance Employee.
2. The Board will provide a yearly shoe allowance of \$75 for each Maintenance Employee upon the employee presenting an appropriate receipt by May 1<sup>st</sup> and the employee shall be reimbursed within four (4) weeks.

F. Overtime within the Maintenance Foreman or Maintenance I classifications will be first offered to an employee assigned to that classification, based on expertise needed for the job.

G. If overtime is needed in the Maintenance II, Maintenance III, or Maintenance IV Employee position, it shall first be offered to the person in that position. If the person in that position cannot work the overtime, it shall be offered on a continuous rotation by District seniority basis to Maintenance and Custodial personnel based on expertise needed for the job.

1. This rotation shall be established within one (1) week of the beginning of the school year.
2. Any employee with this overtime shall be paid overtime using his/her regular rate of pay as the basis.

**SECTION 27. – MECHANICS**

A. Classifications

Mechanic - Vehicle Maintenance Foreman (12-month employee)  
Mechanic (12-month employee)

B. Tools

The Board will provide hand tools for Mechanics upon prior written approval of the Superintendent/Designee.

C. Uniforms

1. The Board will provide laundry services for Mechanics so that each Mechanic will have one cleaned uniform for each work day.
2. The Board will provide a yearly allowance of \$275 for clothing, shoes and related safety accessories necessary for the job upon presentation of an appropriate receipt(s) to the Transportation Supervisor. A receipt(s) must be submitted by May 1<sup>st</sup> and the employee shall be reimbursed within four (4) weeks of submitting the receipt(s).

D. Training opportunities shall be provided to all employees of this classification series on a rotating basis based on the expertise needed for the job.

**SECTION 28. – MEDIA ASSISTANTS**

A. Classifications

Media Assistants (works a minimum of the student days per school year)

B. Absence of Media Specialist/Librarian

When an elementary school, middle school, or high school Media Specialist/Librarian is absent, the Media Assistants will not be responsible for assuming the teaching responsibilities of the certificated Media Specialist/Librarian. However, if there is no substitute for the Media Specialist/Librarian, the Media Assistant will be responsible for providing general supervision of students.

C. Certificate/License

1. Each Media Assistant must have an Educational Aide Certificate.
2. Each Media Assistant shall be informed if his/her certificate will expire within that school year by the Superintendent's/Designee's office. It will be the responsibility of each Media Assistant to complete the proper paperwork and submit it to the Superintendent's/Designee's office. The Board will pay for the Educational Aide Certificate and will forward the appropriate paperwork within two (2) weeks of receiving the paperwork to the Department of Education or whoever is responsible for issuing the Educational Aide Certificate.
3. All newly-hired Media Assistants will receive an application for an Educational Aide Certificate from the Superintendent's/Designee's office. When completed, the Superintendent's/Designee's office shall forward the appropriate paperwork to the Department of Education or whoever is responsible for issuing the Educational Aide Certificate. The Board shall pay the fee for each certificate.

4. The Board shall pay for any certificate/license or for any renewal of any license/certificate required by the job description.
- D. A Media Assistant who attends a training session with his/her Supervisor's approval shall be compensated for the time spent at the training session at the appropriate rate.

### **SECTION 29. – PRINT SHOP OPERATOR**

#### Classifications

Print Shop Operator (a minimum of 212 working days; considered a 10-month employee)

### **SECTION 30. – SPECIAL EDUCATION ASSISTANTS**

#### A. Classifications

Special Education Assistant (a minimum of the student days per school year)

#### B. Definition

A Special Education Assistant is one who spends his/her scheduled time with special needs students, one-on-one or supporting a special needs student in a regular/resource room setting or in a group setting.

#### C. Special Education Assistant Substitution

1. If a Special Education Assistant is available because of the absence of his/her student(s), that Special Education Assistant may be assigned to substitute for an Educational Assistant or a Special Education Assistant before the building seniority continuous rotation substitution procedure (below) is used.
2. Building Seniority Continuous Rotation Procedure
  - a. If a Special Education Assistant is absent, the hours will be offered to an Educational Assistant or an available Special Education Assistant who: (1) is not otherwise assigned during the substitution time, (2) is in the same building, (3) can complete the entire substitution assignment, and (4) has had some training or experience working with a student(s) of similar special needs. These hours shall be rotated continuously among the Educational Assistants and the Special Education Assistants who have had some training or experience working with a student of similar special needs.

- b. The Educational Assistant or Special Education Assistant may be kept in the same substitute position until the absent Special Education Assistant returns.
- c. These hours shall be rotated continuously by building seniority among the Educational Assistants/Special Education Assistants.
- d. An Educational Assistant or a Special Education Assistant shall remain in the building seniority continuous rotation for a specific Special Education Assistant position as long as his/her substitution was satisfactory in that position. Any Educational Assistant/Special Education Assistant removed from the building seniority continuous rotation for a specific Special Education Assistant position shall be added into the building seniority continuous rotation for that specific position at the beginning of the next school year.

D. Reporting to Work on Teacher Days

A Special Education Assistant, if requested by his/her building principal, shall have the option of reporting to work on any teacher day when the students are not in attendance up to his/her normally scheduled hours.

E. Educational Assistant Certificate

- 1. Each Special Education Assistant must have an educational aide certificate.
- 2. Each Special Education Assistant shall be informed if his/her certificate will expire within that school year by the Superintendent's/Designee's office. It will be the responsibility of each Educational Assistant to complete the proper paperwork and submit it to the Superintendent's/Designee's office. The Board will pay for the Educational Aide Certificate and will forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or whoever is responsible for issuing the Educational Aide Certificates.
- 3. Each newly-hired Special Education Assistant will receive an application for an Educational Aide Certificate from the Superintendent's/Designee's office. When completed, the Superintendent's/Designee's office shall forward the appropriate paperwork within two (2) weeks of receiving it to the Department of Education or whoever is responsible for issuing the Educational Aide Certificate. The Board shall pay the fee for each certificate.

F. Staff Meetings

If attendance is required by the supervisor, each Special Education Assistant shall be paid at his/her hourly rate for the time spent attending these meetings. The minimum amount of time compensated shall be one-half (1/2) hour.

G. Clothing

Gloves and smocks will be made available to each Special Education Assistant who deals with student bodily functions on a regular basis.

H. Failure to Take Breaks

If a Special Education Assistant cannot leave his/her work assignment to take his/her break or lunch due to circumstances beyond his/her control as determined by his/her supervisor, he/she shall be paid the per diem salary and any applicable overtime or compensatory time for the break or lunch time that they missed.

I. Field Trips

If a Special Education Assistant is accompanying a student(s) on a field trip, the Board shall reimburse the Special Education Assistant for any entrance fees and/or other necessary expenses of the field trip upon submission of appropriate receipts.

J. Outside Duties

When the outside temperature is below twenty (20) degrees Fahrenheit, no Special Education Assistant shall have to be outside with the students. Wind chill factors shall be considered when determining if students are to be outside.

K. Vacancies/Reductions in Force

- (1) Vacancies for Special Education Assistants will be posted as “temporary” due to the fact that positions are filled on an as-needed basis dependent upon a particular student’s or group of students’ individual needs.
- (2) Except as set forth in paragraph 5 below, in the event there is no longer a need for the services of a Special Education Assistant due to a change in a child’s program or placement, or change in delivery of special education services, the Special Education Assistant who is directly affected by the layoff will be placed on the recall list if there are no other available positions for which the employee is qualified. The employee will not be able to exercise any “bumping” rights during the school year.
- (3) If a Special Education Assistant vacancy occurs while a Special Education Assistant is on the recall list, the Special Education Assistant with the most District seniority on the recall list will be given the opportunity to be placed into that vacancy. This vacancy does not have to be posted.
- (4) In the event a Special Education Assistant is on the recall list prior to the start of a new school year and that Special Education Assistant has greater District Seniority than a Special Education Assistant that is assigned to a resource room or to a specific student, the more senior Special Education Assistant will have the

opportunity to exercise his/her District seniority and bump into a position held by the least senior Special Education Assistant.

- (5) Special Education Assistants who were hired prior to January 1, 2001 and who would otherwise be subject to a reduction in force during the school year due to a change in a child's program or placement, or change in delivery of special education services, will be given the option to bump into a Special Education Assistant position that is held by the least senior employee hired on or after January 1, 2001 who (a) has comparable hours (equal to or closest without going over) and (b) is not working in a 1:1 relationship with a student. The affected employee will be governed by paragraphs 1-4 above.
- (6) If an Educational Assistant vacancy occurs, the vacancy posting process must take place. If after the posting process and its entire "domino" effect is completed there is still an Educational Assistant vacancy, the most senior Special Education Assistant on the recall list, at his/her discretion, may be moved into the Educational Assistant vacancy. If, between ten (10) to thirty (30) working days and the completion of at least one (1) observation during this time, the change of classification is deemed to be unsatisfactory by the employer, the employee shall be returned to the recall list. The employee shall be informed by his/her immediate supervisor why he/she is being returned to the recall list.

### **SECTION 31. – TRANSPORTATION**

#### A. Classifications

Bus Instructor

Bus Driver (minimum of the student days per school year)

#### B. Definitions

1. Run – A run is picking up and dropping off a group of students. Presently there are A.M. runs, P.M. runs, Mid-day runs, and Challenge runs. For purposes of clarification, a run does not include special transportation for an individual student.
2. Route – A route is one or more runs. A Bus Driver could have a maximum of three (3) routes per day: A.M., P.M., and Mid-day.
3. Schedule – a Bus Driver's schedule is his/her total routes for the day.
4. Fringe Benefit Schedule – A fringe benefit schedule is a schedule that meets or exceeds five (5) hours and fifty-two (52) minutes in length and, as a result of meeting this time requirement, fringe benefits are provided to the employee.



5. Mid-day route – A mid-day route is either a kindergarten run, a pre-school run, or a combination of these runs.
6. Extra Assignment – An extra assignment is when a bus is moved without transporting children or when a Bus Driver substitutes for the Courier.
7. Special Transportation – An assignment involving the transportation of an individual student.
8. Off-hour Field Trip – A field trip that interferes with a Bus Driver’s regular schedule and is at least five (5) hours in duration.

C. Check-In

1. Check-in time for Bus Drivers in the A.M. shall be one-half (1/2) hour prior to departure of the route and twenty (20) minutes prior to departure of P.M. route from the Transportation/Maintenance Center (TMC).
2. Check-in time for Mid-day routes shall be fifteen (15) minutes prior to departure from the TMC.
3. Each Bus Driver is responsible for the cleanliness, fueling, and daily safety checks/inspection of his/her bus. An inspection list will be in each route book and all items listed must be checked daily. The Board shall be responsible for keeping each Bus Driver updated in regard to changes in the law and in safety procedures.

D. Meetings

The District will conduct four (4) hours of safety training each school year. At least two (2) hours of training on safety will be completed in the first semester. Each Bus Driver will be required to attend each safety meeting and a minimum of one (1) hour will be paid to him/her at the regular rate of pay. If this puts the Bus Driver(s) in an overtime situation, overtime will be paid.

E. Driver Abstracts, Fingerprinting, and Licenses

1. The Board shall pay for each Bus Driver’s abstract and for any required fingerprinting.
2. The Board shall pay for the renewal of each Bus Driver’s Commercial Drivers License and any skills testing not the result of the Bus Driver’s own action.
3. The Board shall pay the Bus Driver at his/her regular rate for any driving time lost from the Bus Driver’s regular route due to attending recertification testing scheduled by the State of Ohio. Bus Drivers will not be paid for field trips that conflict with recertification testing.

F. Physical Examinations and Drug Testing

1. The Board shall pay for each Bus Driver's annual physical examination and any mandated drug testing.
2. A minimum of one (1) hour shall be paid for by the Board for drug testing and for the annual physical. However, if the annual physical or drug testing is conducted on a school District site, the Board shall not pay the one (1) hour minimum amount for the annual physical/drug testing.
3. When conducted in-District, if an annual physical or drug test exceeds fifteen (15) minutes in length, the employee shall be paid, at his/her regular hourly rate (overtime, if applicable), for any time exceeding fifteen (15) minutes, in increments of fifteen (15) minutes.

G. Leaves and Selection of Schedule

1. Each Bus Driver must have passed his/her annual physical examination and turned in the paperwork by June 30<sup>th</sup> in order to select a schedule. However, if a Bus Driver has not passed his/her annual physical examination and has not turned in the paperwork by June 30<sup>th</sup> but is on either sick leave, assault leave, FMLA leave (for illness reasons), or Worker's Compensation leave, he/she may select a schedule and a substitute will have the schedule until the Bus Driver passes the annual physical examination. If this Bus Driver is unable to pass the physical examination by June 30<sup>th</sup> after the first year, he/she will not be permitted to select a schedule for the second year. If this Bus Driver passes the physical examination by June 30<sup>th</sup> after the second year, he/she will be permitted to select a schedule the third year.
2. If a Bus Driver is on any Board-approved leave other than sick leave, assault leave, FMLA leave (for illness reasons), or Worker's Compensation leave for an entire year, that Bus Driver will not be permitted to select a schedule for the entire school year or select a schedule for the following year if he/she will be on that same Board-approved leave the following year.
  - a. In the first year of any Board-approved leave other than sick leave, assault leave, FMLA leave (for illness reasons), or Worker's Compensation leave, if a Bus Driver takes said leave after the selection process concludes but before March 1<sup>st</sup>, that schedule must be selected again.
  - b. In the first year of any Board-approved leave other than sick leave, assault leave, FMLA leave (for illness reasons) or Worker's Compensation leave, if a Bus Driver takes said leave on or after March 1<sup>st</sup>, a substitute may be assigned.
  - c. If a Bus Driver returns during the second year of any Board-approved leave other than sick leave, assault leave, FMLA leave (for illness reasons)

or Worker's Compensation leave, the Bus Driver returns as a substitute. At the end of the second year, the returning Bus Driver is reinstated as a regular Bus Driver.

H. Assignment of All Routes and Schedules

1. Each Bus Driver will be allowed to pick a schedule according to classification seniority starting with the Bus Driver with the most classification seniority.
2. Each of the twelve (12) most senior Bus Drivers (using classification seniority) shall be scheduled at thirty (30) minute intervals to select his/her schedule and bus. All other Bus Drivers, (using classification seniority) will be scheduled at fifteen (15) minute intervals to select his/her schedule and bus. The schedule and bus selection shall be completed at least one (1) week before the school year begins.
  - a. Each schedule will have an estimated time of completion.
  - b. The bus assigned will be attached to each schedule, unless a change is necessary to accommodate a change in number of students or a student's physical needs.
3. Mid-day routes or Challenge runs shall also be selected by classification seniority, at the same time the selection process above is occurring, starting with the Bus Driver with the most classification seniority. These routes/runs will become part of the Bus Driver's regular daily schedule.
4. During the selection process, each Bus Driver will be paid a minimum of two (2) hours for selection, fueling, inspecting the bus, and checking the schedule.
5. The following time is guaranteed except for those who have been laid off:
  - a. Two (2) hours minimum shall be guaranteed for an A.M. route.
  - b. Two (2) hours minimum shall be guaranteed for a P.M. route.
  - c. Two (2) hours minimum shall be guaranteed for a Mid-day route.
  - d. Fifteen (15) minutes shall be guaranteed for a Challenge run.
6. Punch-out time for A.M. routes will be a minimum of fifteen (15) minutes from discharge of students to the TMC. No allotment of additional time will be allowed except with the Transportation Supervisor's approval.
7. Bus Drivers will be expected to remain at the work site during the entire time for which they are scheduled and paid.

8. Once the driving time for a schedule has been established by the Transportation Supervisor and the Bus Driver, those hours shall be the minimum guaranteed on the schedule for the school year. This time shall be established within thirty (30) days of the establishment of the schedule.
9. A Bus Driver cannot bid a schedule which would result in overtime pay on a daily basis.
10. When an out-of-District and/or parochial school is scheduled to be in session and is canceled for reasons other than a calamity day, the Bus Driver will be paid for the time lost on his/her schedule.
11. This sub-Section (H) does not apply to special transportation assignments.

I. Ongoing Selection

1. After the August selection, any schedule that becomes a fringe benefit schedule, any run/route increased by one-half (1/2) hour, any newly created run/route, or a run/route that is vacant shall be posted for three (3) work days. The run/route/schedule shall be awarded to the most senior Bus Driver in the classification who selects it. If a run/route/schedule is subsequently created as a result of filling such vacant or new run/route/schedule, that run/route/schedule shall be posted as above. Such posting shall continue until all vacancies are filled.
2. The regular system of selection shall be used for on-going selection.
3. After the August selection, when a newly-created run involves two or more students who will be attending school out-of-District and there are either no available Bus Drivers to select that run or available transportation vehicles, that run is not subject to the ongoing selection process and in-District Bus Drivers do not have to be used. If this run continues the next school year, it shall be selected in accordance with Section 26 H of the Agreement.
4. This sub-Section (I) does not apply to special transportation assignments.

J. Extra Assignments

1. A Bus Driver must be available to drive his/her regular daily schedule the work day of an extra assignment.
2. When the Transportation Department is requested to make any extra assignments for the Board Office, the Transportation Supervisor will assign the extra duty to a regular daily Bus Driver according to the Extra Assignment List. All Bus Drivers will be placed on the Extra Assignment List according to classification seniority. This list of names shall rotate continuously. Minimum time guaranteed will be two (2) hours where the employee's Extra Assignment is not adjacent to his/her regular schedule.

- a. Whenever any transportation vehicle is sent out for maintenance or repairs, this is an extra assignment. A regular daily Bus Driver will be used to transport the vehicle to and from the facility unless it is in the service contract that the company servicing the vehicle will transport the vehicle without any additional cost. In rare situations when the bus has major mechanical problems and may possibly break down during the transporting, the mechanic may be used instead of a regular Bus Driver.
  - b. Whenever the Courier needs a substitute, this will be considered an Extra Assignment and J.2 (above) will be followed.
3. Extra assignments will go out no earlier than 9:45 A.M. unless another time is specifically requested by the Transportation Supervisor.

K. Substitution Outside the Bus Driver's Scheduled Day

1. Regular daily Bus Drivers will be used as substitutes when available for either the absent Bus Driver's A.M., Mid-day, or P.M. route and shall be used before other substitutes are used. This will be done on a classification seniority basis but the seniority list is not continuously rotated. When a substitute is needed, the most senior available Bus Driver is always contacted first and then the classification seniority list is used in order until an available regular Bus Driver substitute is found. If no regular Bus Driver is available to drive the A.M., Mid-day, or P.M. routes(s) of the absent Bus Driver, the route(s) of the absent Bus Driver shall be driven by a substitute.
  - a. The availability of a regular daily Bus Driver will be determined by the pick-up and drop-off times for each route as established by the Transportation Supervisor and regular Bus Driver. If a regular Bus Driver is not available to handle his/her own route(s) and the A.M. or Mid-day or P.M. route(s) of the absent Bus Driver on the time specified by the established route schedule, a substitute will be used.
  - b. In the situation of a Bus Driver's extended leave, the regular Bus Driver who is available and agrees to substitute for a specific route will substitute for that route for the duration of the absent Bus Driver's leave.
  - c. It is recognized that, due to the possible lack of available regular Bus Drivers and lack of available substitutes, there will be exceptions to this procedure whereby a regular daily Bus Driver may serve as a substitute where the regular daily Bus Driver's own route may conflict with the route of the absent Bus Driver. These exceptions to the procedure will not be treated as past practice and will not be used by the parties in interpreting this paragraph.

2. Classification seniority will prevail (driver with most classification seniority first) in choosing regular Bus Drivers as substitutes on Mid-day and Challenge runs when possible. A list of regular daily Bus Drivers wanting to substitute on runs will be posted, and only those Bus Drivers will be called. Any open Challenge run will be filled by classification seniority from the regular Bus Drivers at that school.
3. On days when a particular school(s) serviced by the District's Transportation Department is not in session, and other schools serviced by the District are in session, any Bus Driver who is not scheduled to drive because a school(s) on his/her schedule is not in session shall be used as a substitute before an outside substitute is used.
4. Only regular daily Bus Drivers shall operate school busses unless there is an emergency. Mechanics may also operate school busses but only in the following situations: (1) on or around the bus compound, (2) to test drive busses, and, (3) when the bus has a major mechanical problem and may possibly break down. Additionally, mechanics may drive busses on runs, routes, schedules and field trips but ONLY when a regular Bus Driver cannot do it and a Bus Driver substitute or a regular substitute cannot be found. However, when the mechanic is driving the bus on a field trip when a regular Bus Driver/substitute cannot be found, this does not change the practice of having the mechanic drive the first leg only of the field trip. Bus Drivers and mechanics must hold valid certificates required to operate a school vehicle.

L. Field Trips

1. A Bus Driver must be available to drive his/her regular daily schedule the workday of the field trip and must be at the field trip departure point at the field trip's posted starting time. The Transportation Supervisor will make exceptions for off-hour field trips only.
  - a. An off-hour field trip is defined as a field trip that interferes with a Bus Driver's regular schedule and is at least five (5) hours in duration.
  - b. With the exception of the Bus Driver's availability to drive his/her regular schedule the workday of the field trip, all rules for field trips will apply to off-hour field trips.
  - c. All off-hour field trips totaling five (5) hours or more will be posted on the field trip sheet in the Bus Driver's room. All athletic trips to venues in Amherst and track venues in Avon and Avon Lake will be posted as five hour trips. The length of the time on postings for all other trips will be set using the average length of actual time similar trips took in the previous school year as reflected on the Trip Documentation Log. Any off-hour field trip of fewer than five (5) hours shall be assigned to a substitute Bus Driver.

- d. When a Bus Driver is scheduled for an off-hour field trip, if he/she can complete any of his/her regular routes/runs at their regular times on the off-hour field trip day (either before or after the off-hour field trip), he/she shall drive those routes/runs.
2. After the sheets are posted by noon on Wednesday, a Bus Driver must sign “yes” or “no” as his/her name comes up on the classification seniority list(s) which are continuously rotated. There is a classification seniority list for each sheet.
    - a. There shall be four sheets: (1) the “3:00 P.M. Sheet”; (2) the “Day Sheet” for trips that begin between 9:15 A.M. and 4:29 P.M., or are “off-hour” field trips; (3) the “Evenings and Weekends Sheet” for trips that begin at 4:30 P.M. or after, or for trips that occur on weekends; and, (4) the “Early Trip Sheet” for trips that leave before 9:15 A.M.
    - b. There is no separate sheet for holidays. Holidays are just put on one of the above sheets.
    - c. Any field trip that comes in before the new sheets are posted has to be assigned before the new sheets are posted.
    - d. If a Bus Driver who signed up for a field trip cancels before the new sheets go up, the field trip must be signed up for before the new sheets are posted. If a Bus Driver who signed up for a field trip cancels after the new sheets are posted, the field trip goes on the appropriate new sheet.
    - e. A Bus Driver who fails to sign for a trip within a reasonable amount of time (determined by the Transportation Supervisor) will be by-passed until his/her name comes back in rotation.
    - f. If a trip is posted on the wrong sheet, it will be put on the correct sheet immediately unless a Bus Driver has already signed up for that field trip. If a Bus Driver has already signed up for that field trip, the sign-up is valid and the trip remains on the incorrect sheet.
    - g. If the time of a trip is changed (i.e. the start or end time of a trip – not the length of the trip after it was posted), the Bus Driver who signed up for the field trip has to either take the field trip or cancel. If the Bus Driver cancels, he/she will not get another pick.
    - h. If the day of the trip is changed (i.e. date of departure), the Bus Driver can take the field trip or cancel. If the Bus Driver cancels, he/she will immediately get another pick from the same sheet the field trip was on, or gets to pick first on the next field trip sheets, regardless of where the pin is. If there are multiple field trip date changes, the affected Bus Drivers pick in the order of when the day change occurred.

- i. The pin used on each Bus Driver classification seniority list in order to determine whose turn it is to sign up is never backed up. At the end of the school year, all pins will stay where they are until the beginning of the next school year.
  - j. A two (2) hour minimum will be guaranteed for a field trip except when it runs into the regular daily schedule. In that event the guaranteed time will be reduced by the amount of the overlapping time of the regular schedule.
  - k. No field trips other than tournaments where the actual conclusion of the event, and subsequent departure from the event, is dependent upon the outcome of the tournament shall be posted as "To Be Determined" (TBD).
3. If absent for any reason whatsoever, it is the Bus Driver's responsibility to request a field trip. Another Bus Driver may sign up for the absent Bus Driver, but if another Bus Driver signs up for the absent Bus Driver, the absent Bus Driver must take the trip signed up for or may cancel. If no request is made, the Bus Driver will be by-passed automatically. There will be no make-up time.
4. A Bus Driver who is scheduled to drive a field trip on days when the Brecksville-Broadview Heights schools are not in session, on weekends, on holidays, during the summer, or during winter or spring recess will report to work one-half (1/2) hour prior to departure from the garage/bus compound. A Bus Driver who is scheduled to work morning or evening trips during the regularly scheduled work week will report to work fifteen (15) minutes prior to the departure from the garage/bus compound, unless it is a continuation of the A.M. or P.M. route.
5. Bus Drivers are not allowed to switch field trips.
6. Field trips that have been posted and not selected by 5:00 P.M. the last working day prior to the day the field trip is scheduled will be assigned by the Transportation Supervisor to a substitute Bus Driver.
7. If a field trip conflicts with any other job classification assignment of a Bus Driver, that Bus Driver cannot participate in that field trip.
8. Canceled Field Trips
- a. After a Bus Driver has accepted a trip and it is canceled, the Bus Driver is eligible to: (1) take an available trip from either the posted list or, (2) has first choice on the next list posted which does not interfere with the Bus Driver's regular route.
  - b. In the event the trip is canceled after the Bus Driver reports to the bus compound, the Bus Driver will receive at least two (2) hours pay.



- c. If two (2) or more busses are scheduled for the same trip and one (1) or more is canceled, the first Bus Driver to sign up for the trip must take the trip. The other Bus Driver(s) will get to pick again as stated in 8.a above.
- d. If a Bus Driver cancels a trip that he/she signed for and accepted, the trip will be re-posted and the pin will continue in rotation. If a Bus Driver cancels within twelve (12) hours of the trip, the emergency field trip procedure (found in M below) will take effect.

M. Emergency Field Trips

- 1. There will be an Emergency Field Trip list. Emergency field trips are trips that are called in on the day the trip is scheduled or are called in after 5:00 P.M. the night before the scheduled field trip for whatever reason.
- 2. The Transportation Supervisor will call the first Bus Driver according to where the pin is located on the Emergency Field Trip list. If that Bus Driver refuses the field trip, the Transportation Supervisor will continue to follow the Emergency Field Trip List that lists Bus Drivers by classification seniority. The pin shall rotate continuously.
- 3. When a Bus Driver does an Emergency Field Trip, this field trip is not charged against other field trips.
- 4. If an Emergency Field Trip is canceled after the Bus Driver has been selected, the pin remains on the selected Bus Driver's name.

N. Overnight Trips

- 1. A Bus Driver who chooses an overnight trip will be compensated for the actual driving time to and from the location and for all trip-related duties. They will receive a minimum of eight (8) hours pay daily for any intervening days, in addition to three (3) meals, and private occupancy in a motel/hotel which was reserved and paid for in advance.
- 2. A Bus Driver on an overnight trip shall be paid from the time the bus is inspected/ started in the morning until the bus is shut off for the day.
- 3. The Transportation Supervisor shall provide the Bus Driver with a gasoline credit card, cash in the amount of \$50 to be used for emergencies, and a cellular phone.
- 4. Receipts must be kept and turned in for reimbursement.

O. Payment for Shortened or Extended Trips

- 1. Trips that are shortened for any reason after they have been posted by noon on Wednesday and accepted by the Bus Driver, and all other trips which return early

causing total trip hours that are different from those originally posted and accepted by the Bus Driver will be paid according to the following scale:

<u>Scheduled Hours</u>	<u>Paid Minimum Hours</u>
2-5 hours and 59 minutes	Original time scheduled on posted trip list
6-8 hours and 59 minutes	6 hours
9 or more hours	8 hours

2. Should a trip exceed the posted hours, the Bus Driver will be paid for the time worked.

P. Winter Start-ups

1. During the winter months when the temperature drops to 15°F or lower, two (2) regular daily Bus Drivers will assist the mechanic(s) in starting busses. Punch-in time will be 5:00 A.M.
2. Only a Bus Driver who wishes to be placed on this winter start-up list will be called. Calling in Bus Drivers will be done on a classification seniority basis and will rotate continuously.
3. When a Bus Driver warms up busses, he/she is guaranteed either two (2) hours of pay at the appropriate rate for warming up the busses or shall be paid at the appropriate rate for the time needed to warm up busses to the time of his/her regular schedule, which may be fewer than two (2) hours of pay. After warming up the busses, if a substitute Bus Driver is needed, and any of the Bus Drivers who warmed up busses can substitute and still begin his/her schedule on time, that Bus Driver shall substitute since he/she is already being compensated for that time.

Q. Cleaning Busses

Any Bus Driver who has to wash the interior of a bus due to muddy, safety, or health conditions, shall be paid a minimum of two (2) hours at his/her regular rate of pay unless the washing is adjacent to his/her regular schedule, in which case the Bus Driver will be paid his/her actual time. If this results in an overtime situation, the Bus Driver will be paid the overtime rate.

R. Use of Vans

1. A van(s) shall not be used for any field trip in order to eliminate the use of a bus. If more than one (1) van is needed for a field trip, a bus will be used. However, if there is at least a three (3) hour staggered departure/arrival time, more than one (1) van may be used.
2. A van can only be used if there are seven (7) or fewer passengers.

3. The District shall comply with all State regulations for persons driving a van.

S. Reduction of Assigned Schedule Time

1. Schedules that are estimated in the beginning of the school year to be fringe benefit schedules may be reduced by fifteen (15) minutes in time when the actual time of the schedule is established.
2. This reduction shall not affect the eligibility of the Bus Driver for full-time benefits.
3. This sub-Section (S) does not apply to special transportation assignments.

T. Layoff

When there is a layoff in the Transportation Classification Series in accordance with Section 14 of the Agreement, at the time of the layoff, all of the schedules and busses will be selected again.

U. Increase in Assigned Schedule Time

Schedules that are estimated in the beginning of the school year to be less than six (6) hours and, when the actual time of the schedule is established, schedules are increased in time to within eight (8) minutes of a six (6) hour work schedule for the assigned Bus Driver, such increase will be evaluated by the Transportation Supervisor and a Bus Driver representative selected by the Organization. The evaluation is to occur immediately following the establishment of the actual time of the schedule for the purpose of determining whether the newly-established time for said schedule will qualify the assigned Bus Driver for full-time benefits. The schedule will be calculated by taking the average time on three (3) different days. This evaluation will be done by October 1<sup>st</sup> of the school year and the employee shall be notified of his/her fringe benefit status by October 1<sup>st</sup>. Additionally, a list shall be sent to the Board Treasurer's office by October 1<sup>st</sup> that states which Bus Drivers are entitled to full fringe benefits.

V. Summer Work

1. Summer work includes field trips and extra assignments beginning with the first day and ending with the last day of summer vacation.
2. Only regular daily Bus Drivers who sign up for summer work will be called.
3. Bus Drivers who want to be summer Bus Drivers will be placed on a list in order of classification seniority. This list will rotate continuously, but begins at the top every summer.

W. Special Transportation

1. Special transportation assignments will be given to the most senior available Bus Driver(s) based on all of the following criteria:
  - a. Availability of a consistent regular Bus Driver. The special assignment may be split (departing/returning trips) between two consistent available regular Bus Drivers or between a regular Bus Driver and an out-of-District Bus Driver, unless the student's individual education plan requires the same Bus Driver for both the departing and returning trips. ("Available" means the Bus Driver is available to drive his/her entire regular schedule and drive the scheduled pick up/drop off time for the special transportation.); and
  - b. Availability of an appropriate vehicle; and
  - c. The assignment will not result in an overtime situation for the Bus Driver(s); and
  - d. The cost of using in-District transportation is less than one hundred forty-five percent (145%) of the cost of out of District Bus Drivers operate the transportation vehicle. Upon request, the Board shall provide a financial breakdown to the Association President reflecting the cost comparison justifying the use of contracted drivers.

If each of these criterion are not met or there are no interested available regular Bus Drivers, the special transportation does not have to be provided by in-District Bus Drivers.

2. It is understood special transportation assignments may be temporary and are contingent upon the needs of the student.
3. In the event the special transportation assignment results in a Bus Driver's eligibility for Board-paid benefits, those benefits will continue for the duration of the assignment. When the special transportation service is no longer required, the affected Bus Driver will return to his/her pay status immediately, and prior fringe benefits at the beginning of the next month.
4. Other student(s) may be subsequently added to the special transportation assignment during the school year without requiring the assignment to be reassigned or selected, regardless of whether the assignment is being handled by a regular Bus Driver or not.
5. All private provider arrangements in place for special transportation students prior to January 1, 2001, including those involving more than one (1) student, will remain intact until such time as the affected student(s) no longer require special transportation.

6. In the event of a reduction in force resulting in Bus Driver(s) being placed on the recall list, the most senior Bus Driver(s) on the recall list will be assigned to a special transportation assignment being handled by an out of District driver so long as the District has available an appropriate vehicle and the cost of using in District transportation is less than 155% of the cost of out of District Bus Drivers driving the special transportation assignment. The Bus Driver(s) will be paid for actual hours worked. If a route is no longer required during the school year, the Bus Driver will return to the recall list until such time as another route becomes available.
7. During any period in which a Driver or Bus Aide is anticipated to be on the recall list, a Bus Driver and a Bus Aide selected by the Association will have an opportunity to meet with the Transportation Supervisor prior to routes being finalized for the school year and prior to engaging with any out of District provider for the purpose of reviewing the routes and offering suggestions that might minimize the impact of the RIF while still effectively and efficiently providing transportation to students.

### **SECTION 32. – LEAVES**

#### **A. Physical or Mental Disability**

1. The Board shall attempt to provide an alternate work assignment, if available, to an employee who has become medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute a promotion, demotion, or lateral transfer to a related classification, but it shall be assigned only with the concurrent approval of the Organization and the employee.
2. The Board may separate from employment an employee who has a permanent or chronic physical or mental illness or defect which seriously interferes with the proper performance of duties.

#### **B. Assault Leave**

1. If, in the course of employment, an employee is assaulted by a student/adult, resulting in physical injury to the employee which is severe enough to preclude the satisfactory performance of regular duties, the employee shall be granted leave for the period of incapacitation, except that the length of the leave shall be limited to five (5) days unless a doctor certifies that the incapacity will continue beyond such period.
2. This assault leave shall not be charged against any other type of leave.

3. The employee shall not qualify for assault leave except upon submission of an application justifying the granting of assault leave. If there is a physical altercation among Board employees, and it cannot be determined who initiated the altercation, no employee will be granted assault leave. If medical attention is required, the employee shall furnish a certificate from the attending physician stating the nature of the disability and its expected duration.
4. Payment of assault leave shall be at the regular rate of pay (per diem rate) in effect for such employee at the time of such assault or at the rate at which the employee may become eligible in accordance with the Agreement, less any compensation to which the employee may become eligible in accordance with the Workers' Compensation Act of Ohio.
5. An employee who has been physically assaulted in connection with the performance of a service assignment of this Board shall notify the building principal or his/her immediate supervisor. The employee shall file a written report signed by the affected employee with the Superintendent/Designee.
6. If court action results, said employee shall be granted leave from his/her duties without loss of pay or benefits for necessary time in court.
7. An employee temporarily disabled as a result of a physical assault shall be returned to the same position held at the time of the incident or shall be transferred to the first open and available position carrying equivalent pay and equivalent duties which the employee is qualified to do, if the affected employee so desires.

C. Jury Duty Leave

1. An employee summoned for jury duty shall immediately notify his/her supervisor.
2. When it is necessary for an employee to be absent due to a jury summons, the employee shall not lose any pay. However, the employee must submit written verification from the court the first day he/she returns to work reflecting the days in which the employee served jury duty.
3. Any jury duty reimbursement shall be retained by the employee to defray out-of-pocket expenses for having served as a juror.

D. Parental Leave

1. Parental leave of absence is a leave without pay and shall be for the balance of the school year in which delivery or adoption occurs or for a shorter period of time as requested by the employee.

2. Request for parental leave must be made to the Superintendent/Designee no later than one (1) month prior to the beginning of the parental leave. If the one (1) month notice cannot be given, the employee shall notify the Superintendent/Designee as soon as possible. A request for parental leave may be withdrawn at any time before the requested parental leave begins.
3. Parental leave may begin any time between the birth of a child and the child's first birthday. In the case of adoption, parental leave may begin upon receipt of custody of a child prior to his/her sixth birthday. Upon request by the employee, sick leave may be used prior to parental leave following the birth or adoption of a child if illness or disability requires.
4. Upon request of the employee, his/her leave shall be extended for one (1) additional school year. At the end of this one (1) additional school year, and upon request of the employee, his/her leave shall be extended for one (1) more additional school year.
5. An employee on parental leave shall be notified by the Superintendent/Designee, in writing, of the expiration of the leave on or before March 15<sup>th</sup> and the necessity of notifying the District, in writing, of his/her plans to return. Written notice by the employee shall occur no later than April 1<sup>st</sup> unless the delivery or adoption occurred subsequent to March 15<sup>th</sup>, in which case the employee shall have until July 1<sup>st</sup> to notify the Superintendent/Designee of his/her intention for the coming school year. If notification is not received on the date specified, it will be assumed that the individual on leave does not wish to return to employment with the Board. If notification is received on time, the employee shall be placed in a position as of the beginning of the coming school year.
6. Upon return from approved parental leave, the employee shall be entitled to reinstatement to a substantially equivalent position.
7. The condition of maternity, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom or adoption shall not be grounds for termination.
8. Parental leave shall also be given to an employee who requests it in order to care for his/her parent(s).
9. Consecutive parental leaves shall not exceed four (4) consecutive years. If an employee has utilized parental leave for four (4) consecutive years, he/she must be in active pay status for a minimum of 120 days before parental leave can again be granted. A parental leave of 120 days or more shall be considered to be a year of parental leave for the purposes of this Section. Any parental leave used before the 1997-98 school year shall not be counted in the calculation of consecutive years.

E. Personal Leave

1. Each employee shall be granted up to three (3) days of personal leave each year (July 1<sup>st</sup> through June 30<sup>th</sup>) without loss of salary, to transact necessary personal business or attend to affairs of a personal nature that cannot be conducted outside the regular school day. Personal leave shall not be used for recreational purposes.
2. Valid reasons for taking personal leave may include, but not be limited to, the following: family obligations, weddings, funerals, legal obligations, court appearances, travel conditions making it impossible to report as assigned, act of nature or accident to the employee's home or utilities that create a hazardous condition, emergencies beyond the employee's control, summons or subpoena issued for a non-job related issue, and for other just and prudent reasons not covered by any other leave policy.
3. To apply for use of a personal leave day(s), the employee shall submit a "Request for Personal Leave" form (Attachment 2-A) to the Superintendent/Designee at least five (5) days in advance of the use of personal leave, unless an emergency exists.
  - a. Where an emergency exists, a request may be submitted to the Superintendent/Designee with less than the above-mentioned time schedule.
  - b. However, it is understood that certain circumstances may prevent submission of a request form prior to the emergency leave. In such instances, the employee shall submit the "Request for Personal Leave" form (Attachment 2-A) the day following return from such leave. Any employee requesting emergency leave shall notify the person responsible for providing substitutes as much in advance as possible prior to said leave.
4. Any personal leave days that are not used prior to the end of the employee's contract year and not carried over per E.5., below, shall be converted to sick leave and added to that employee's sick leave accumulation.
5. In lieu of converting all remaining personal leave days to sick leave per E.4., above, an employee may carry over one (1) unused personal leave day into the next year. The maximum number of personal leave days allotted in any school year will not exceed four (4) days (i.e. three (3) days assigned for the new school year and one (1) carry over). The employee must complete and return the Personal Leave Carryover Form (Attachment 2-B) by June 30 to take advantage of this option. For purposes of calculation of any merit incentive earned per Section 40, a personal leave day carried over per this paragraph will be the first day used in the next year and will not count against the employee as a day "used."



F. Sick Leave

1. Each employee shall be granted sick leave on the following basis: one and one-quarter (1-1/4) days for each completed month of service or fifteen (15) days for each completed year of service.
2. If needed, up to five (5) days of sick leave shall be advanced to each employee without accumulated sick leave at the beginning of each school year.
3. Unused sick leave shall have unlimited accumulation.
4. Each employee shall be informed, with each paycheck and in writing, the number of sick leave days he/she has accumulated.
5. An employee on an approved leave of absence (other than paid sick leave) shall neither accrue nor lose accumulated sick leave while on said leave. An employee on paid sick leave may accrue leave at the rate of one and one-quarter (1-1/4) days for each completed month of service.
6. Any sick leave earned and unused in prior public service in Ohio, in compliance with Section 3319.141 of the Ohio Revised Code, shall be transferred to the employee's account in the Brecksville-Broadview Heights City School District at the time of employment, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. Participation in any sick leave conversion plan nullified the transfer of sick leave from prior public service.
7. Acceptable reasons for use of sick leave are:
  - a. Absence due to illness, injury, or death in the immediate family. For the purpose of this sub-Section only, "immediate family" shall be defined as spouse, child, parent, sibling, grandparent, or person living in the same household as the employee, and who clearly has stood in the same relationship to the employee as a spouse, child, or parent although not related to the employee by law.
  - b. Absence due to illness, injury, or death, of members of family not listed above. Absence shall be granted up to but not to exceed five (5) days in any one school year. Family in this category include son-in-law, daughter-in-law, parent-in-law, grandparent-in-law, grandchild, brother-in-law, sister-in-law, aunt, and uncle.
  - c. Personal illness, pregnancy, to care for his/her newborn child up to 6 weeks of age, injury or exposure to contagious disease.

G. Sick Leave Pool

1. Definition

If an employee is currently absent for thirty (30) consecutive days or more due to an accident, catastrophic illness or long-term illness [defined as an illness where it is anticipated that the employee will be absent at least ten (10) additional working days] of the employee, his/her spouse, or minor child, and has exhausted all of his/her accumulated sick leave, the employee may apply to use the sick leave pool (Attachment 3) and another employee may donate up to five (5) days (Attachment 4) of his/her accumulated sick leave to the absent employee. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent/Designee.

2. Day Limitation

No employee may receive more than an aggregate of thirty (30) donated sick leave days in any one school year. This thirty (30) day limit may be waived in extraordinary circumstances at the discretion of the Superintendent/Designee.

3. Donation

- a. Donation of sick days shall be initiated by the employee on a form found as Attachment 4, no later than the pay period within which the sick leave of the absent employee is exhausted.
- b. Donated sick leave shall be added to the accumulated sick leave of the absent employee and deducted from the donating employee (Attachment 4).
- c. Donated sick leave shall not be considered as sick leave used for purposes of merit incentive for attendance payments.

4. Eligibility

Upon request for sick days donation, the Superintendent/Designee shall meet with the Organization President to discuss eligibility of the claim on the employee's behalf. The Superintendent/Designee may request a doctor's certificate verifying eligibility. The decision to grant use of the Sick Leave Pool is made by the Superintendent.

5. If the Superintendent and Organization President are not in agreement as to whether use of the Sick Leave Pool shall be granted, either the Superintendent or Organization President may decide that the specific situation will be decided by the Sick Leave Pool Committee. The Sick Leave Pool Committee is comprised of two (2) administrators appointed by the Superintendent, two (2) employees appointed by the Organization President, and one (1) Board member appointed by

the Board. The decision of this Committee is made by majority vote and cannot be appealed.

#### H. Leave Pursuant to Summons or Subpoena

1. Any employee who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other emoluments for days missed by reasons of the summons or subpoena. A summons or subpoena issued because of a student's custody issue is considered to be job-related.
2. An employee who is subpoenaed to appear in court as a witness in a proceeding in the capacity as an employee of the Board shall be paid at her/his regular rate without use of personal days or sick days.
3. Personal Leave must be utilized for a summons or subpoena issued because of a non-job-related issue. If the employee has exhausted his/her personal leave, and is summoned or subpoenaed for something that is not job-related, "Leave Pursuant to Summons or Subpoena" may be used in order to comply with the subpoena or summons where the employee is not a party to the proceeding. Where the employee is a party to the proceeding and the employee has exhausted his/her personal leave, the employee will be given leave without pay in order to comply with the subpoena or summons.

#### I. Other Unpaid Leaves

1. Upon written request of an employee, the Board may grant an unpaid leave of absence for a period of no more than two (2) school years for educational, professional, or other purposes and shall grant such leave where illness or other disability is the reason for the request. Without request, the Board may grant up to two (2) years unpaid leave of absence for physical or mental disability; however, the employee may request a hearing before the Board on any unrequested leave of absence.
2. While on this leave, seniority is not accumulated.
3. Any employee returning from an unpaid leave due to personal illness or disability must provide at least three work days' notice of the ability to return to work and a statement from his/her physician verifying the employee is medically able to return to work and perform his/her job responsibilities. (See Attachment 11). Upon return from this leave, the employee shall be placed into the same position held before going on leave or to a substantially equivalent position.
4. Upon the employee's return, the Board may terminate the employment of the person employed as his/her substitute.

5. When an employee is on an approved Unpaid Leave, his/her vacation amount may be decreased depending on the number of days he/she is on Unpaid Leave. To determine how being on Unpaid Leave may affect one's vacation, see Section 34 (Vacations), sub-Section F (Calculation of Vacation for Employees Who Were on Unpaid Leave Status).

J. Outside Employment

An employee who is on an approved leave of absence, paid or unpaid, may not be employed doing the same job during the same time period as his/her job in the District through either outside employment or self-employment.

K. Unpaid Leave Pursuant to Public Service

Any employee who is elected to a full-time Local, State, or Federal public office, or enlists full-time in the U.S. Armed Forces, shall be granted an unpaid leave of absence for up to eight (8) years. Such leave shall be granted in one (1) year intervals up to a total of eight (8) years. The request for each one (1) year leave interval shall be submitted around the time the employee has reasonable knowledge of the need for an additional year's leave. Such request shall be approved by the Board. Upon return from approved leave, an employee shall be entitled to reinstatement to a substantially equivalent position.

**SECTION 33. – FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

A. ELIGIBILITY

1. Pursuant to the terms and conditions of this Article, an eligible employee may take up to twelve (12) work weeks of unpaid leave ("FMLA leave") in any school year (August 1<sup>st</sup> through July 31<sup>st</sup>, for one (1) or more of the following circumstances:
  - a. the birth of an employee's child and to care for the child up to age one;
  - b. the placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
  - c. to care for an immediate family member (spouse, child, or parent) of an employee when that family member has a serious health condition;
  - d. the employee's inability to perform the functions of the position because of the employee's own serious health condition.
  - e. for qualifying military situations arising when an employee's spouse, son, daughter, or parent is on active duty or is called to activate duty status. (See Attachment 10).

2. To be eligible for FMLA leave, the employee must:
  - a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
  - b. have worked at least one thousand eighty (1,080) hours during the twelve (12) month period preceding the FMLA leave.
  - c. an employee who requests FMLA or who is believed to be eligible per paragraph E will receive a Notice of Eligibility (Attachment 7).
3. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA leave for a purpose other than those contained in this paragraph.
4. An eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the employee. (See Attachment 9). For purposes of this Section, a qualifying military situation arises when an employee's spouse, son, daughter, or parent is on active duty or called to active duty status (*i.e.*, not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:
  - a. attendance at official military-sponsored events,
  - b. to provide or arrange for alternative childcare or schooling,
  - c. to make financial or legal arrangements to address the member's absence while on active duty,
  - d. counseling,
  - e. rest and recuperation, and
  - f. post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the

service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list

**B. SERIOUS HEALTH CONDITION - DEFINED**

1. For purposes of FMLA, “serious health condition” entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:
  - a. *Inpatient care* (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of *incapacity* (for purposes of this Section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or
  - b. *Continuing treatment* by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - (1) A period of *incapacity* (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
      - (a) Treatment 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
      - (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider
    - (2) Any period of incapacity due to pregnancy, or for prenatal care
    - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one 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.).
- (4) 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.
  - (5) 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), kidney disease (dialysis).
2. Treatment for purposes of paragraph 1 of this Section includes (but is not limited to) 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. Under paragraph B.1.b.(1)(b), 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 (*e.g.*, oxygen). A regimen of continuing treatment that includes 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, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
  3. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this Section are met.

4. Substance abuse may be a serious health condition if the conditions of this Section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.
5. Absences attributable to incapacity under paragraphs B.1.b.(2) and (3) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

C. HEALTH CARE PROVIDER - DEFINED

1. The Act defines "health care provider" as:
  - (a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
  - (b) Any other person determined by the Secretary to be capable of providing health care services.
2. Others "capable of providing health care services" include only:
  - (a) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
  - (b) Nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
  - (c) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement.



- (d) Any health care provider from whom an employee's or the employee's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
  - (e) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his or her practice as defined under such law.
3. The phrase "authorized to practice in the State" as used in this Section means that the provider must be authorized to diagnose and treat physical or mental health conditions without supervision by a doctor or other health care provider.

D. NOTICE

1. The employee shall provide the Superintendent/Designee with written notice no fewer than thirty (30) days prior to taking unpaid FMLA leave for the birth or placement of a child when the employee's need for leave is foreseeable.
2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent/Designee, not fewer than thirty (30) days prior to the requested leave commencing, with written certification (Attachments 5 or 6) issued by a health care provider to support her/his request for leave.

If an employee requires intermittent leave or a reduced work schedule as set forth below, the employee shall provide the Superintendent/Designee, not fewer than thirty (30) days prior to commencing the modified work schedule, with written certification (Attachment 5) issued by a health care provider to support his/her request for leave so long as the need for leave is foreseeable.

3. If the employee's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that the employee will give notice to the Superintendent/Designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The employee should provide notice to the Superintendent/Designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the employee's representative (*e.g.*, a spouse, family member, or other responsible party) if the employee is unable to do so personally.

E. CALCULATION OF TOTAL UNPAID/PAID FMLA LEAVE

1. The Board shall require that paid sick leave taken under Section 27 of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the employee had been notified by the Superintendent/Designee while on paid sick leave that this leave would be counted as FMLA leave.
2. Where an employee has earned paid sick leave days, this paid leave shall be substituted, at the employee's request, for all or part of any unpaid FMLA leave taken to care for an immediate family member or for the employee's own serious health condition.
3. When an employee utilizes sick leave for a reason that the Board believes to be a "serious health condition" (that of the employee or of an immediate family member), or if the employee requests FMLA, the employee will be notified in writing by the Board that said sick leave days count toward his/her annual FMLA leave entitlement. (Attachment 8, Designation Notice). If the employee does not believe his/her leave meets the criteria of a "serious health condition," the employee must notify in writing the Superintendent/Designee within fourteen (14) calendar days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a "serious health condition." Unless the employee again hears from the Superintendent/Designee on this specific situation, the Superintendent/Designee will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the employee does not notify in writing the Superintendent/Designee within fourteen (14) calendar days, the correction will not be made.

F. INTERMITTENT LEAVE AND REDUCED-WORK SCHEDULE

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Reduced-work schedule means a leave schedule that reduces the usual number of hours per work week, or hours per work day of the employee. Examples of intermittent leave and/or reduced-work schedule leave would include leave taken on an occasional basis for medical appointments related to a serious health condition of the employee's or that of an immediate family member's, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
2. When medically necessary, an employee may take intermittent FMLA leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

3. Where FMLA leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the Board agrees.
4. Where an employee who is principally employed in an instructional capacity requests intermittent FMLA leave or FMLA leave on a reduced work schedule, and where the employee would be on FMLA leave for more than twenty percent (20%) of the total number of working days over the period during which the FMLA leave would extend, such employee must elect either:
  - a. to take FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
  - b. to transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the employee.

G. MEDICAL OPINION

1. **Additional Certifications:** For unpaid FMLA leave the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the initial certification provided by the original health care provider, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The employee and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.
2. **Subsequent Recertification:** The Board may request recertification, at its own expense, at any reasonable interval but not more often than every thirty (30) days unless
  - a. The employee requests an extension of leave.
  - b. Circumstances described by the original certification have changed significantly (duration of illness, nature of illness, complications).
  - c. The Board receives information that casts doubt upon the continuing validity of the certification.
  - d. When the employee is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition.

## H. BENEFITS

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, and prescription drug. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA leave. The employee shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA leave.

## I. RETURN TO WORK

1. When an employee is medically able to return to work after a serious health condition for unpaid FMLA leave, she/he shall provide the Board with a statement from her/his health care provider (Attachment 11) that the employee is able to resume the job functions for her/his position.
2. Upon return from unpaid FMLA leave, the Board shall restore the employee to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay and other terms and conditions of employment.
3. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA leave period. (In other words, if the Board conducts a layoff during the employee's leave period, the Board may deny the employee reinstatement if his/her position was one of the ones affected by the layoff.)
4. Should an employee not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition by submitting the Certification of Health Care Provider for Employee's Serious Health Condition (Attachment 5). The certification shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave. In order to avoid having to reimburse the Board for premiums, the employee must return to work for thirty (30) days unless precluded from doing so by Board action.

J. PENALTIES FOR MISUSE

An employee who fraudulently obtains FMLA leave from the Board is not protected by the terms of these provisions (*i.e.* job restoration or maintenance of health benefits provisions may be denied).

K. INCONSISTENCIES BETWEEN THE AGREEMENT AND FMLA

1. All terms which are not defined specifically in this Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended in 2009 and its implementing regulations. If there are any inconsistencies between this Section and the Family and Medical Leave Act of 1993, as amended in 2009 the Family and Medical Leave Act of 1993, as amended in 2009 shall prevail.
2. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which the employee is otherwise eligible under the Agreement.

**SECTION 34. – COMMUNICABLE DISEASES**

- A. The Board recognizes that communicable diseases are significant medical and social problems. The Board desires to protect the rights of individual students or employees who may be infected with communicable diseases, as well as protect non-infected students, staff and the public.
- B. The purpose of these procedures is to describe the method of handling the issues raised when an employee is potentially infectious with a communicable disease. A communicable disease is defined as a long-term disease capable of being transmitted from one person to another and that is dangerous to the public. Communicable diseases include, but are not limited to, tuberculosis, hepatitis and Acquired Immune Deficiency Syndrome, AIDS-related complex or the presence of Human Immunodeficiency Virus (HIV).
- C. There will be no mass testing to determine if an employee is infected with a communicable disease.
- D. Any employee who is diagnosed as having a communicable disease is required to report immediately such diagnosis to the Superintendent/Designee.
- E. All employees shall be required to carry out their normal duties and responsibilities to an infected student or work with an infected employee where the determination has been made to permit the infected individual to remain in the school setting.
- F. Decisions about each employee with a communicable disease are to be made on a case-by-case basis.

- G. When there is reason to believe that an employee has a communicable disease, then he/she is required to submit to a medical evaluation by a public health physician and/or a physician or medical facility selected by the Board, at Board expense. "Reason to believe" shall be defined as:
1. The employee discloses his/her diagnosis;
  2. Knowledge that a member of the employee's household has a communicable disease;
  3. Evidence of impairment in job performance;
  4. Other information brought to the attention of the Board. Said information shall promptly be brought to the attention of the employee.
- H. If there is reason to believe that an employee has a communicable disease, he/she will be permitted to remain in his/her assignment or placed in an alternate assignment with no loss in salary, benefits or other emoluments.
- I. When there is reason to believe that an employee has a communicable disease, an evaluation team shall convene within seven (7) calendar days of the employee/student identification.
1. The evaluation team shall be comprised of: the employee's physician, the school physician and a physician specializing in infectious diseases.
  2. The school physician shall be chairperson of the evaluation team.
- J. The evaluation team shall review the employee's diagnosis, treatment and prognosis and shall submit a written report of its findings and determinations to the Superintendent/Designee within five (5) calendar days from when the evaluation team convened.
- K. The Superintendent/Designee will make a decision based on medical information concerning an employee's status/assignment within two (2) calendar days after receiving the report from the evaluation team. An employee may be (1) kept in his/her original assignment, (2) placed in a different assignment with no loss of salary, benefits or other emoluments, (3) requested to utilize sick leave and would be entitled to unpaid leave of absence for up to two [2] years after paid sick leave has expired, (4) entitled to apply for disability retirement benefits under the State Employment Retirement System, or (5) placed on a leave of absence under Ohio Revised Code 3319.13. An employee shall not be terminated or otherwise separated from employment due to having been diagnosed as having a communicable disease.

- L. Information about the identity and condition of an employee infected with a communicable disease shall not be disclosed by the evaluation team or by the Superintendent/Designee to anyone other than the members of the Board, administrators in the buildings in which the employee is assigned, school nurse and any other persons to whom disclosure is recommended by the evaluation team.
- M. The evaluation team shall maintain an active role in monitoring the employee's medical condition. The employee's physician shall work with the employee regarding any change in health status and shall notify the school physician of any change. If any new information is brought to the attention of the school physician, the procedures outlined above shall be followed.
- N. Those employees to whom disclosure is recommended by the evaluation team shall be notified of the identity and other relevant information regarding students identified as having a communicable disease. Employees will observe complete confidentiality as to such information.
- O. Employees who may be required to clean up body fluids shall be provided appropriate protective covering and adequate training.
- P. The administration of student medication shall be in accordance with the Ohio Revised Code and its regulations. The performance of non-medical procedures, such as bandaging cuts/abrasions and gastrostomy tube feedings may be required of some employees provided that the employees receive the necessary instruction, training, and equipment. The Board shall indemnify employees in the good faith exercise of these functions.
- Q. The Administration will implement and enforce Board policies and the Ohio Revised Code in dealing with student communicable diseases.

**SECTION 35. – DRUG AND ALCOHOL TESTING**

- A. Prohibited Conduct Regarding Alcohol - No employee shall:
  - 1. Use alcohol while at work.
  - 2. Perform a safety-sensitive function (SSF) within four hours after using alcohol (pre-duty use).
  - 3. Report to duty or perform an SSF with an alcohol concentration of 0.04 BAC or greater.
  - 4. Use alcohol eight (8) hours after an accident or until tested when required to be tested following an accident.

5. Refuse to submit to a required alcohol test, including failure to provide adequate breath for initial testing when required or engaging in other conduct that clearly obstructs the testing process, or failure to sign the alcohol testing form.
6. Possess alcohol at work.

B. Controlled Substances (Drugs) - No employee shall:

1. Report for or remain on duty when the employee uses any controlled substance except where an employee is using such substance pursuant to the instruction of a physician consistent with the provisions of Paragraph B.4. below.
2. Test positive for a controlled substance after mandatory testing for an employee in a safety-sensitive function position or if there is testing after reasonable suspicion for any employee pursuant to Section D., 2., b., below.
3. Refuse to submit to a required drug test, including failure to provide an adequate and unaltered sample for testing when required or engaging in other conduct that clearly obstructs the testing process.
4. Fail to notify his/her supervisor of the use of a controlled substance pursuant to the instruction of a physician and fail to provide his/her supervisor with necessary information for his/her physician that the controlled substance will not affect the performance of the employee's work.
5. Possess a controlled substance at work other than a controlled substance prescribed by a physician where notification has been provided to his/her supervisor.

C. Consequences of Engaging in Prohibited Conduct

1. Alcohol Concentration of 0.04 or greater

An employee tested under this Section who is found to have an alcohol concentration of 0.04 or greater shall be immediately suspended without pay and may be terminated.

2. Alcohol Concentration of Greater than 0.02 but less than 0.04

a. An employee tested under this Section who is found to have an alcohol concentration of greater than 0.02 but less than 0.04 may not perform an SSF until at least twenty-four (24) hours after the test was administered and only after performance of a Return to Duty test that shows an alcohol concentration of 0.02 or less

b. Said employee may be suspended with or without pay for that period, subject to the provisions of the Agreement.



3. Verified Positive Controlled Substance Test

An employee who has a verified positive controlled substance test or who otherwise engages in prohibited conduct may be suspended or terminated subject to provisions of the Agreement.

D. Testing

1. General

- a. Such testing shall not be a means for harassment.
- b. Random testing is to be conducted, whenever feasible, so as not to interrupt an employee's free or off-shift time.
- c. At the time of testing, there shall be only one test each for alcohol and controlled substances, except where additional testing is required because of testing protocols.
- d. No employee shall have to submit to blood samples being drawn.
- e. The Board shall pay for any mandated drug testing and a minimum of one (1) hour at the employee's normal hourly rate.

2. Testing for Employees not Required to Hold a Commercial Driver's License (C.D.L.)

a. Post-Accident Testing

If an employee is involved in a work-related accident resulting in property damage estimated in excess of \$100 or personal injury, the employee may be required to undergo testing as provided in E below.

b. Reasonable Suspicion Testing

If there is suspicion to believe, based on specific objective facts, that an employee has engaged in prohibited conduct under A above, the employee may be required to undergo medical testing as provided in E below.

c. Return to Duty Testing

If an employee has violated any of the prohibited conduct under A above or tests positive under B above, such employee must complete a Return to Duty test.

3. Testing for Employees Required to Hold a C.D.L.

a. Pre-performance Testing

The Board must receive a controlled substance test result for each covered employee from a Medical Review Officer (MRO) indicating a verified negative result prior to the first time the employee performs an SSF for the Board.

b. Post-accident Testing

- 1) An employee who is involved in an accident involving a commercial motor vehicle while on duty must undergo a post-accident controlled substance test if:
  - a) the employee was performing an SSF with respect to the vehicle and the accident involved the loss of human life; or
  - b) the employee receives a citation under state or local law for a moving traffic violation arising out of the accident.
- 2) The test will be administered as soon as practicable following the accident, normally within two (2) hours of the accident, but under no circumstances later than eight (8) hours after such accident in the case of alcohol testing or thirty-two (32) hours after such accident in the case of controlled substance testing.
- 3) Failure to remain available after the accident for such testing will be deemed to be a refusal to submit to testing. Leaving the accident scene to obtain assistance or necessary medical treatment for anyone involved in the accident will be excused from testing for such time as is reasonably necessary to obtain such assistance or treatment, including the C.D.L. employee.
- 4) The results of a post-accident breath or blood test for alcohol or urine test for the use of controlled substances conducted by a federal, state, or local office having independent authority to conduct such test may be used by the Board in place of its own test as long as the test conforms to applicable federal, state, or local requirements and the test results are obtained by the Board.
- 5) The Board will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs an SSF.

c. Random Testing

- 1) Employees will be subject to random, unannounced controlled substance and alcohol testing throughout the year.
- 2) Employees must proceed to the designated testing site immediately after notification of selection for testing.
- 3) Each employee will have an equal chance of being tested each time selections are made. The number of employees selected for controlled substance testing will equal to at least fifty percent (50%) of the average number of covered positions in the random group and at least twenty-five percent (25%) of the average number of covered positions in the random group for alcohol testing each year.

d. Reasonable Suspicion Testing

- 1) The Board will test an employee for controlled substance and alcohol when it has reasonable suspicion to believe the bargaining unit member has engaged in prohibited conduct under Section A.
- 2) A determination that reasonable suspicion exists to require testing must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of the chronic and withdrawal effect of controlled substances.
- 3) The test may not be administered more than eight (8) hours after the reasonable suspicion determination and documentation for the basis for such testing shall be within twenty-four (24) hours of the decision to require such testing.

e. Return to Duty Testing

If an employee has violated any of the prohibited conduct under Section A or tests positive under D.3, such employee must complete a Return to Duty Test.

E. Administering Tests

1. Testing Procedures

Testing procedures at outside approved laboratories pursuant to Section E.5. below for alcohol and controlled substance testing shall all be done in a manner consistent with the requirements of the Department of Transportation and Federal Highway Administration regulations governing testing for C.D.L. personnel.

2. Controlled Substances to be Tested

The Board will test for five controlled substances: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

3. Notification to Employees of Substance Test Results

An employee who has a verified positive controlled substance test will be notified of the result and the substance for which the employee tested positive.

4. Employee's Right to Testing of Split Specimen

- a. An employee with a verified positive result has the right, within seventy-two (72) hours of notification of the verified positive result, to request the MRO to send the split specimen to another DHHS certified laboratory.
- b. Such review will not stay any action taken by the Board as a result of the verified positive test.
- c. Should the split sample fail to confirm the presence of a controlled substance, the MRO will notify the Board and the employee that the entire test has been cancelled and the reason(s) for the cancellation.
- d. The cost of testing the split sample must be borne by the employee if testing the split sample verified a positive result. If testing the split sample did not verify a positive result, the cost of testing the split sample must be borne by the Board.

5. Positive Results

- a. The testing will be conducted by a physician and/or laboratory selected by the Board, at Board cost, provided the analysis of the test results are done by a laboratory that is N.I.D.A. certified or pursuant to Section D.3.b (4).
- b. If the testing shows the presence of alcohol, or an illegal drug, or abuse of a legal drug, the Board will request a confirmation test to insure the accuracy of the test results.
- c. All positive test results will be reviewed by the approved MRO for further confirmation.
- d. If the test results are positive, the Board shall arrange for a medical assessment.
- e. After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offenders.

- f. The returning employee will also be required to submit to medical testing for the first year following the employee’s return to employment or for such longer period as recommended by a substance abuse professional.

F. Confidentiality and Privacy

The Board will attempt to ensure that all aspects of the testing process are as private as and confidential as reasonably practical. As such, the Board shall maintain records related to its substance abuse programs including employee test results in a secure location with controlled access. Actual test results will be provided to supervisors and managers who have a need to know such information; to the person tested; and any person permitted or required by law or regulation to receive such information including a subsequent employer. Except as required by law, test results will not be disclosed to co-workers, an employee’s family, uninvolved supervisors, or law enforcement authorities without the specific permission of the person tested.

The Board will, however, inform the police of trafficking in illegal drugs by employees or other criminal activity and will turn over any illegal drugs confiscated on Board property to the police.

G. Voluntary Rehabilitation

The Board and Organization are concerned about employees who are victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any employee who believes he/she is in need of help shall notify the Superintendent/Designee who shall treat this information confidentially. Any employee who voluntarily uses this paragraph shall be permitted “in-patient” treatment without repercussion for attendance or notification pursuant to this paragraph. Upon return, the employee will also be required to submit to medical testing for the first year following the employee’s return to employment or for such longer period as recommended by a substance abuse professional.

**SECTION 36. – TOBACCO-FREE ENVIRONMENT**

- A. The use of tobacco inside school buildings, District offices, non-instructional facilities, Board-owned vehicles, and anywhere on school property (except in personal vehicles) is prohibited.
- B. The “use of tobacco” shall mean all use of tobacco, including a cigarette, cigar, pipe, snuff, or any other matter or substances that contain tobacco.
- C. The C.A.P.A. Coordinator shall assist in providing smoking cessation workshops and information on alternative support systems for smoking cessation.

## **SECTION 37. – OCCUPATIONAL SAFETY AND HEALTH**

### A. Internal Reporting

The Board and the Organization desire to deal with safety and health complaints internally first to attempt to correct any health or safety allegations. Accordingly, neither the Organization nor any employee may file a complaint with the Ohio Department of Industrial Relations, or any other appropriate governmental agency, until after the Board and Administration have been notified of the complaint in writing and have had at least a five (5) working day opportunity to resolve the complaint.

### B. Notification of Condition

Before exercising his/her right to refuse to work under Ohio Revised Code 4167.06 because of a condition which the employee, acting in good faith, reasonably believes presents an imminent danger of death or serious physical harm to the employee, the employee will immediately notify his/her supervisor of the condition.

### C. Failure to Act in Good Faith

1. An employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes present an imminent danger of death or serious harm to the employee, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in the occupation of the employee. The Board shall not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the Board correct the hazardous conditions but the conditions remain uncorrected, there was insufficient time to eliminate the danger by resorting to the enforcement methods provided in Chapter 4167 of the Ohio Revised Code, and the danger was one that a reasonable person under the circumstances then confronting the employee would conclude is in imminent danger of death or serious physical harm to the employee. An employee who has refused in good faith to perform assigned tasks and who has not been reassigned to other tasks by the Board shall, in addition to retaining a right to continued employment, receive full compensation for the tasks that would have been performed. If the Board reassigns the employee, the Board shall pay him/her his/her full compensation as if he/she were not reassigned.
2. An employee who exercises his/her right to refuse to work under C1 (above) shall notify by a written statement that is signed by the employee, as soon as practicable after exercising that right, the administrator of the Bureau of Employment Services of the condition that presents an imminent danger of death or serious harm to the employee.
3. An employee who refuses to perform assigned tasks under C1 (above) and fails to meet all of the conditions set forth in C1 (above) is subject to any disciplinary action provided by the Agreement and according to the provisions of the

Agreement between the Board and the employee for a refusal to work, including, but not limited to, suspension, nonpayment of wages for the duration of the refusal to work, and discharge

D. Grievance Procedure for Discrimination Claims

An employee who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Ohio Revised Code shall use the grievance procedure in this Agreement as the means for asserting such a claim.

**SECTION 38. – HOLIDAYS**

A. Any employee who works on a twelve (12) month basis shall receive the following paid holidays:

1. New Years Day and one additional day\*  
Martin Luther King Day  
President's Day  
Good Friday (only if there is no school)  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day and the Friday following  
Christmas Day and one additional day\*

\*The days to be taken as holidays will be designated by the Superintendent/Designee.

2. Twelve (12) month employees who work fewer than five (5) days a week will only receive holiday pay for those days on which they are otherwise scheduled to work.

B. Subject to the school calendar, should a holiday fall on a Saturday, it shall be celebrated on the work day preceding the weekend. Should a holiday fall on a Sunday, it shall be celebrated on the workday following the weekend.

C. Any employee who works on a school year basis and fewer than twelve (12) months shall receive the following paid holidays if he/she works 5 days a week. Any employee who works on a school year basis fewer than twelve (12) months, and fewer than five (5) days a week shall receive the following paid holidays if that holiday falls on the day of the week that the employee is normally scheduled to work.

New Years Day  
Martin Luther King Day  
President's Day  
Good Friday (only if there is no school)

Memorial Day  
Labor Day  
Thanksgiving Day and the Friday following  
Christmas Day

- D. Should a holiday fall on a Saturday or Sunday all employees shall be paid for that holiday. When a holiday falls on a normal weekday an employee must be regularly scheduled to work the same day as the holiday in order to be paid.
- E. Religious Holidays: A maximum of two (2) days with pay may be granted during any one (1) year for religious holidays which are not recognized in the school calendar and which prohibit the employee from working on those days. Religious holidays are not deducted from sick leave or personal leave.
- F. Wednesday Before Thanksgiving
1. Each employee who is scheduled to work on the Wednesday before Thanksgiving may have that day off if he/she puts in the hours scheduled for that Wednesday before Thanksgiving between the beginning of the school year and the Wednesday before Thanksgiving.
  2. These make-up hours must be approved in advance by the immediate supervisor and a log kept by the employee and initialed by both the immediate supervisor and the employee. The hour calculation shall be based on straight time hours and these make-up hours must be worked in the building(s) where the employee normally works.

### **SECTION 39. – VACATIONS**

- A. Throughout this Section, an employee is defined as a twelve-month employee in active pay status at least 260 days.
- B. Amount of Vacation: An employee will be granted vacation time as follows:
- 2 weeks -- at the completion of one (1) year of service
  - 3 weeks -- at the completion of five (5) years of service
  - 3 weeks- and 2 days -- at the completion of ten (10) years of service
  - 3 weeks and 4 days -- at the completion of twelve (12) years of service
  - 4 weeks and 1 day -- at the completion of fifteen (15) years of service
  - 4 weeks and 2 days -- at the completion of eighteen (18) years of service



4 weeks and 3 days -- at the completion of twenty (20) years of service

4 weeks and 4 days -- at the completion of twenty-two (22) years of service

5 weeks -- at the completion of twenty-four (24) years of service

6 weeks -- at the completion of thirty (30) years of service

C. Vacation on Non-Student Days

1. An employee who has earned vacation days shall be given the opportunity to use them on any non-student day during the school year except the following non-student days: (1) the five (5) days before the first teacher report day at the beginning of the school year; (2) the two (2) teacher report days at the beginning of the school year; and (3) the two (2) days after the last student day. These restrictions do not apply to employees who do not normally require substitutes.
2. On each non-student day, there must be at least one employee from the maintenance classification working and there must be at least one person per building from the custodian classification working.

D. Vacation on Student Days

1. An employee who has earned vacation days shall be given the opportunity to use them on any fifteen (15) student days during the school year subject to the following restrictions:
  - a. Vacation cannot be used on: (1) the first three (3) student days of the school year; (2) the five (5) student days before winter break; and, (3) the last five (5) student days of the school year.
  - b. When vacation is requested on a student day, the lesser of thirty percent (30%) of the classification or three (3) persons from the same classification can take vacation on the same day.
2. Employees who do not normally require a substitute are exempt from Section D 1 a (above).

E. Calculation of Vacation for New Employees

1. An employee is not granted any vacation days until he/she completes his/her first year of employment with the school District.
2. After an employee completes his/her first year of employment in the school District, his/her vacation shall be prorated for the time between the employee's first year employment anniversary date and the following July 1<sup>st</sup>. From that July

1<sup>st</sup> on, vacation will be granted on a July 1<sup>st</sup> through June 30<sup>th</sup> basis in accordance with paragraph A, above.

3. To prorate the employee's vacation amount, one would take the days the employee is scheduled to work between his/her first employment anniversary date and July 1<sup>st</sup>, divide those days by 260 days, and multiply that number by 10 days. To receive any prorated vacation days, the employee must have accrued at least one-half (1/2) vacation day using the formula in this paragraph. Also when using this formula, any part of a day will be rounded up to the nearest half day.
  - a. Example 1: The employee is scheduled to work 120 days between his/her employment anniversary date and July 1<sup>st</sup>. To determine the prorated vacation days, one uses the formula  $120 \text{ days} / 260 \text{ days} \times 10 \text{ days}$  or 4.615 days. This would be rounded up to 5 days.
  - b. Example 2: The employee is scheduled to work 30 days between his/her employment anniversary date and July 1<sup>st</sup>. To determine the prorated vacation days, one uses the formula  $30 \text{ days} / 260 \text{ days} \times 10 \text{ days}$  or 1.15 days. This would be rounded up to 1.5 days.
  - c. Example 3: The employee is scheduled to work 12 days between his/her employment anniversary date and July 1<sup>st</sup>. To determine the prorated vacation days, one uses the formula  $12 \text{ days} / 260 \text{ days} \times 10 \text{ days}$  or .45 days. Since using this formula the employee did not earn the minimum .5 days of prorated vacation, he/she will not be granted any prorated vacation days.

F. Calculation of Vacation for Employees Who Were on Unpaid Leave Status

1. If an employee is on Unpaid Leave status for any part of the year (July 1<sup>st</sup> through June 30<sup>th</sup>), his/her vacation accrual for the next year may be decreased depending upon the number of days he/she was on Unpaid Leave status.
2. To determine whether or not the vacation accrual is affected by the period of Unpaid Leave status, one would take the days of active pay status of the employee for the year, divide those days by 260 days, and multiply that number by the number of days the employee was entitled to had he/she not been on Unpaid Leave status. When using this formula, any part of a day will be rounded up to the nearest half day.
  - a. Example 1: An employee who has completed his/her fifth year of service was on Unpaid Leave status for 60 days. Therefore, this employee was in active pay status for 200 days. To determine the amount of vacation days, one uses the formula  $200 \text{ days} / 260 \text{ days} \times 15 \text{ days}$  or 11.53 days. This would be rounded up to 12 days.

- b. Example 2: An employee who has completed his/her twenty-second year of service was on Unpaid Leave status for 10 days. Therefore, this employee was in active pay status for 250 days. To determine the amount of vacation days, one uses the formula  $250 \text{ days} / 260 \text{ days} \times 24 \text{ days}$  or 23.07 days. This would be rounded up to 23.5 days.

G. Vacation Time Period

The vacation time period is from July 1<sup>st</sup> through June 30<sup>th</sup>. At the employee's choice, each employee may carry over ten (10) days or fewer to the following year (July 1<sup>st</sup> through June 30<sup>th</sup>).

H. Vacation Requests

Each employee must give at least two (2) weeks prior written notice of his/her intent to use vacation. Requests that are received on or before May 1<sup>st</sup> for the upcoming school year (beginning July 1<sup>st</sup> and extending through June 30<sup>th</sup>) will be given priority. All requests for use of vacation leave must be submitted on the Vacation Leave Request Form (Attachment 12) and submitted to the employee's immediate supervisor. The employee will be notified of approved vacation as soon as practicable. If an employee cancels any of his/her approved vacation days, that employee must notify the employee's supervisor, in writing, two (2) days before the scheduled vacation commences. If there is a conflict because more than one (1) request is received on the same day for the same vacation day(s), the most senior employee (using District seniority) will be given preference.

**SECTION 40. – MERIT INCENTIVE FOR ATTENDANCE**

Any employee shall be entitled to a merit incentive for attendance. For 11/12 month employees it shall be paid in the second payroll in July. For all other employees it shall be paid the first payroll in July. Eligible employees must submit the Merit Incentive Form (Attachment 19 or 20). Beginning July 1, 2011, any merit incentive earned from July 1 (or from the first report day of the school year for employees working less than twelve months) through December 31 will be paid in the second payroll in February. Any merit incentive earned from January 1 through June 30 (or from the last report day of the school year for employees working less than twelve months) will be paid in the second payroll in July for 11/12 month employees and for all others it will be paid the first payroll in July. It will be paid as follows for the duration of this Agreement:

A. A twelve (12) month employee working thirty (30) or more hours per week:

- 1. Less than one (1) day sick or personal leave used during the period of January 1<sup>st</sup> through June 30<sup>th</sup> - \$500. Less than one (1) day sick leave used during the period of July 1<sup>st</sup> through December 31<sup>st</sup> - \$500.

2. At least one (1), but fewer than two (2) days sick or personal leave used during the period of January 1<sup>st</sup> through June 30<sup>th</sup> - \$400. At least one (1) but fewer than two (2) days sick leave used during the period of July 1<sup>st</sup> through December 31<sup>st</sup> - \$400.
  3. At least two (2), but fewer than three (3) days sick or personal leave used during the period of January 1<sup>st</sup> through June 30<sup>th</sup> - \$200. At least two (2) but fewer than three (3) days sick leave used during the period of July 1<sup>st</sup> through December 31<sup>st</sup> - \$200.
- B. A twelve (12) month employee working fewer than thirty (30) hours per week; or an employee working fewer than twelve (12) months but at least 203 days and twenty-five (25) hours or more per week:
1. Less than one (1) day sick or personal leave used during the period of January 1<sup>st</sup> through June 30<sup>th</sup> - \$400. Less than one (1) day sick leave used during the period of July 1<sup>st</sup> through the period of December 31<sup>st</sup> - \$400.
  2. At least one (1), but fewer than two (2) days sick or personal leave used during the period of January 1<sup>st</sup> through June 30<sup>th</sup> - \$250. At least one (1) but fewer than two (2) days sick leave used during the period of July 1<sup>st</sup> through the period of December 31<sup>st</sup> - \$250.
  3. At least two (2), but fewer than three (3) days sick or personal leave used during the period of January 1<sup>st</sup> through June 30<sup>th</sup> - \$150. At least two (2) but fewer than three (3) days sick leave used during the period of July 1<sup>st</sup> through the period of December 31<sup>st</sup> - \$150.
- C. An employee working fewer than 203 days who works twenty-five (25) hours or more per week:
1. Less than one (1) day sick or personal leave used during the period from the first employee report day of the school year through January 31<sup>st</sup> - \$350. Less than one (1) day sick leave used during the period of February 1<sup>st</sup> through the employee's last report day of the school year - \$350.
  2. At least one (1), but fewer than two (2) days sick or personal leave used during the period from the first employee report day of the school year through January 31<sup>st</sup> - \$200. At least one (1), but fewer than two (2) days sick leave used during the period of February 1<sup>st</sup> through the employee's last report day of the school year - \$200.
  3. At least two (2), but fewer than three (3) days sick or personal leave used during the period from the first employee report day of the school year through January 31<sup>st</sup> - \$100. At least two (2) but fewer than three (3) days sick leave used during the period of February 1<sup>st</sup> through the employee's last report day of the school year - \$100.

- D. An employee working fewer than 203 days who works fewer than twenty-five (25) hours per week:
1. Less than one (1) day sick or personal leave used during the period from the first employee report day of the school year through January 31<sup>st</sup> - \$100. Less than one (1) day sick leave used during the period of February 1<sup>st</sup> through the employee's last report day of the school year - \$100.
  2. At least one (1), but fewer than two (2) days sick or personal leave used during the period from the first employee report day of the school year through January 31<sup>st</sup> - \$75. At least one (1), but fewer than two (2) days sick leave used during the period of February 1<sup>st</sup> through the employee's last report day of the school year - \$75.
  3. At least two (2), but fewer than three (3) days sick or personal leave used during the period from the first employee report day of the school year through January 31<sup>st</sup> - \$50. At least two (2) but fewer than three (3) days sick leave used during the period of February 1<sup>st</sup> through the employee's last report day of the school year - \$50.

The amounts set forth above will not carry over to a successor agreement unless negotiated by the parties. Absent a negotiated agreement to continue with the above amounts, the merit incentive formula in the 2008-2010 Agreement will govern merit incentive payments beginning July 1, 2012.

- E. To be eligible for the merit incentive, an employee must have a balance of sick leave and/or personal leave at the close of each payment period (December 31 and June 30). Employees in a dock pay status or who have borrowed sick leave or who are receiving donated sick leave are not eligible.
- F. Donated sick leave shall be considered as sick leave used for purposes of merit incentive for attendance payments. Sick leave used because of the death of an immediate family member shall not be considered as sick leave used for purposes of merit incentive for attendance payments. "Immediate family" shall be defined as spouse, child, parent, sibling, grandparent, or person living in the same household as the employee, and who clearly has stood in the same relationship to the employee as a spouse, child, or parent although not related to the employee by law.
- G. If an employee has more than one position in the District, for the purpose of Merit Incentive for Attendance, those positions are considered to be one position. (Example, if an employee is a Food Service Worker for half the day and a Bus Aide for the other half of the day, if that employee used sick leave only for the Bus Aide portion of his/her day, he/she has used one-half (1/2) day of sick leave. That employee does not get merit incentive for attendance payments for zero (0) days of sick leave for the food service part of his/her job.)

#### **SECTION 41. – EDUCATION STIPENDS**

- A. Training, workshops, seminars, and in-service activities will be conducted for employees as determined, upon prior written approval, by the Superintendent/Designee. Employees shall be paid for attendance at all required activities. For those training/educational workshops held outside the regular workday, for which attendance is required by a supervisor to fulfill the duties of the job description, the employee will be paid his/her regular hourly rate; if said attendance puts the employee in an overtime situation, he/she shall be paid the overtime rate. For those training/educational workshops held outside the regular workday that are two (2) hours or more in length, and that are sponsored or endorsed by the District, but not required, the employee will be paid a stipend of \$10.50 per hour. The employee will be notified, in advance, of the anticipated number of hours for which the employee will be paid.
- B. Employees who may desire to attend additional classes, adult education classes, GED classes, or other workshops will submit their requests in writing to the Superintendent/Designee for suitability and consideration. The classes or other workshops for which the employee is seeking reimbursement must relate to the employee's current position in the school District. For purposes of suitability and consideration for reimbursement, GED classes will be considered related to the employee's current position in the school District. Any employee who, with the approval of the Superintendent/Designee, attends such classes will receive reimbursement for class fee. The employee must complete Attachment 21 prior to attending classes in order to receive approval for reimbursement by the Superintendent/Designee.
- C. Any training, workshops, seminars, and in-service activities discussed in any other Section(s) of this Agreement shall be compensated at the rate and hours as defined in the other Section(s).

#### **SECTION 42. – LIFE INSURANCE**

The Board shall provide each employee who is regularly employed a minimum of thirty (30) hours per week for the school year a \$50,000 term life insurance policy. Each employee who works twenty (20) hours or more but fewer than thirty (30) hours per week shall be provided a \$20,000 term life policy.

#### **SECTION 43. – DENTAL INSURANCE**

- A. The Board shall provide a Dental Plan comparable to the current Coresource program (comparable to the former Oasis Trust Dental Plan #B2897), with \$1,500 annual maximum, \$1,000 lifetime maximum for orthodontics per person, individual deductibility - \$25, and family deductibility - \$50, for each employee regularly working thirty (30) or more hours per week. The Board will pay the current percentage until November 1, 2012, then eighty-five percent (85%) of the dental coverage.

- B. For each employee working twenty (20) hours or more but fewer than thirty (30) hours per week, the employee may enroll in dental insurance and shall pay a pro-rated amount based on a forty (40) hour week. Those hired on or before May 1, 1998, shall not be required to pay more than forty-five percent (45%) and the Board shall pay fifty-five percent (55%) of the monthly premium costs. For employees working fewer than twenty (20) hours per week, no coverage is available.
- C. An employee may discontinue coverage at any time; however, the employee may not re-enroll until the next open enrollment period.
- D. Payroll deduction authorizations of the employee's share of the premium shall be the method of payment.

**SECTION 44. – PRESCRIPTION DRUG COVERAGE**

- A. The Board shall provide a prescription drug plan comparable to the current Medco program - \$5 generic/\$10 formulary/ \$18 non-formulary (or 10/20/36 mail order) for each employee regularly working thirty (30) or more hours per week. The Board will pay the current percentage until November 1, 2012, then eighty-five percent (85%) of the premium.
- B. For each employee working twenty (20) hours or more but fewer than thirty (30) hours per week, the employee may enroll in prescription insurance and shall pay a pro-rated premium based on a forty (40) hour week. Those hired on or before May 1, 1998, shall not be required to pay more than forty-five percent (45%) and the Board shall pay fifty-five percent (55%) of the monthly premium costs. For employees working fewer than twenty (20) hours per week, no coverage is available.
- C. An employee may discontinue coverage at any time; however, the employee may not re-enroll until the next open enrollment period.
- D. Payroll deduction authorizations of the employee's share of the premium shall be the method of payment.

**SECTION 45. – MEDICAL INSURANCE**

- A. Hospitalization and Medical
  - 1. The Board shall provide hospitalization and medical insurance coverage in the Consortium 1(A) Plan (see attached).
  - 2. Premiums for coverage shall be as follows:

- a. Employees working thirty (30) hours or more per week:  
  
Current percentage until November 1, 2012, then eighty-five percent (85%) Board-paid.
- b. Employees working fewer than thirty (30) hours per week, but twenty (20) hours or more per week:
  - 1) Single  
  
Current percentage until November 1, 2012, then eighty-five percent (85%) Board-paid.
  - 2) Family
    - a) If the employee is hired before May 1, 1998, the Board shall pay fifty-seven percent (57%) of the difference between the cost of the single and family coverage premiums. The employee shall pay forty-three percent (43%). Effective January 1, 2011, the Board will pay fifty-five percent (55%) of the difference in premium and the employee will be forty-five percent (45%).
    - b) If the employee is hired after May 1, 1998, the employee shall pay a pro-rated amount of the difference between the cost of single and family premiums based upon the employee's regularly scheduled hours per week as a ratio to forty (40) hours per week and will additionally pay eight percent (8%) of the Board's premium amount. Effective January 1, 2011, the employee will pay and additional ten percent (10%) of the hospitalization and medical coverage.
3. The monthly insurance premium will be deducted from the employee's paychecks using the Section 125 Plan.
4. In the case of a layoff of employees, the Board will pay one (1) month of the Board's premium for the coverage described in Sections 42, 43, 44, and 45 following the layoff.
5. In the event of an injury at work compensable under the Worker's Compensation statutes, the Board will pay up to twelve (12) weeks of the Board's premium for the coverages described in Sections 42, 43, 44, and 45 if the employee cannot return to work.



B. Statement Verification

Each employee, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall have the obligation to review such statement for accuracy and to satisfy him/herself that all services charged were actually received. If an employee identifies an overcharge and/or inappropriate charge, which is subsequently rebated or deleted by the health care provider, that employee shall receive a reward equal to one-half (1/2) the dollar amount recovered, up to a maximum of \$500 per line error.

C. Spousal Enrollment

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits, and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If the employee submits false information or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for

reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the employee submits false information, the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

D. Reimbursement of Spousal Premium

For employee spouses who are enrolled their employer's insurance plan, the Board agrees to reimburse employees up to One Hundred Twenty-Five Dollars (\$125.00) per month of actual documented premium costs paid by the employee's spouse to his/her employer for single medical and prescription coverage. Such reimbursement shall be tax free. Requests for reimbursement with attached documentation demonstrating that such premium contributions were made shall be submitted to the Treasurer's office.

E. Insurance Study Committee

An Insurance Study Committee shall be formed which is advisory to the Organization and the Administration. The purpose of this committee is to "troubleshoot" concerns with present insurance coverages along with developing cost-saving alternatives to the present insurance plan. This committee shall be comprised of representatives appointed by the Superintendent and representatives appointed by the Organization President and shall meet on a quarterly basis or as otherwise agreed. The number of persons comprising this committee shall be by mutual agreement. The parties agree that this committee may meet in conjunction with other District insurance committees in order to develop uniform and District-wide recommendations.

F. Payment in Lieu of Insurance Coverage

1. An employee regularly working thirty (30) or more hours per week may elect not to receive the Medical/Hospitalization insurance coverage provided above and instead elect to receive additional compensation of \$1500 per year, less applicable payroll deductions, to be paid the first pay in October the following year.
2. Effective with the 2005-06 school year, if fifty-five (55) or more employees participate in the waiver of insurance, the lump sum payment will be \$2,000 for such year. In the event sixty-five (65) or more employees participate in the waiver of insurance, the lump sum payment will be \$2,500 for each such year. The actual amounts in any given year will be determined based upon the number of employees seeking payment in lieu of insurance coverage during the enrollment period.
3. In order to elect this option and receive this additional compensation, the employee must, during the month of September in a given year, complete, sign and file with the Board Treasurer a form indicating his/her election or forfeit this

benefit. Except as provided below, once this election is made, it shall remain in effect and the employee shall not be entitled to receive coverage provided above for the duration of the one-year period.

4. Notwithstanding the foregoing, during the year an employee may revoke his or her prior election of no coverage and prospectively elect to receive the insurance coverage if there is a change in the employee's circumstances (*e.g.*, divorce, death of spouse, employee or spouse loses insurance coverage, marriage, birth or adoption of a child, placement for the adoption of a child, a child losing eligibility for coverage, a court order requiring coverage for a child, or certain enrollment rights required by ERISA and/or other federal law). There shall be no pre-existing condition exclusion for any employee who re-enters the insurance program provided above after originally electing not to participate in said program. If an employee elects to receive the insurance coverage after first opting for the payment in lieu of insurance coverage, he/she shall receive a pro-rata dollar amount of the payment in lieu of insurance coverage for the months he/she was not receiving insurance coverage. The pro-rata amount is based on a twelve-month period.
5. In approving this Agreement, the Board shall be deemed to have established a "cafeteria plan" that is consistent with the foregoing under paragraph 3, above, and intended to meet the requirements of Internal Revenue Code Section 125 and applicable regulations and rulings thereunder.

#### **SECTION 46. – PAYROLL PRACTICES**

##### A. Placement

1. A promotion is defined as either (1) when an employee moves to a different job classification where the highest step of the job classification in the different classification series is higher than the highest step of the employee's present job classification or, (2) when an employee stays in the same classification series but moves into a job classification in that classification series where the highest step of that job classification pays more than the highest step of the employee's present job classification.
2. A higher job classification is one where the highest step pays more than the highest step of the employee's current job classification.
3. A lower job classification is one where the highest step pays less than the highest step of the employee's current job classification.
4. Each employee who is promoted into a job classification in a different job classification series will be placed at Step 1 or the lowest step on the higher classification schedule that provides the employee with a wage increase of not less than twenty-five cents (\$.25) per hour.

5. Each employee who is promoted from one classification into another within the same job classification series will be moved laterally to the same step on the classification schedule.
6. An employee who vacates a current position and goes into a lower job classification within the same classification series will be placed on the same step. However, if the employee had previously been on a higher step in the lower classification, he/she shall be placed on that higher step.
7. An employee who vacates a current position and goes into a lower classification in a different job classification series will be placed on Step 2 of that classification. However, if the employee had previously been on a higher step in his/her new classification, he/she shall be placed onto that higher step.

B. Number of Annual Pays

1. Normally, an employee's base pay shall be divided evenly based upon the employee's hourly rate times the number of hours, scheduled annually, as follows. With the exception of Bus Drivers and Bus Aides, if an entire classification of employees working fewer than twelve (12) months, unanimously votes to be paid over 26 pays, they shall be paid over 26 pays. The Board Treasurer shall be notified no later than June 15<sup>th</sup> of any change in the number of annual pays for a classification.
  - a. An employee working fewer than 12 months                      21 pays
  - b. A twelve month employee    26 pays
2. A notification sheet from the Board Treasurer shall accompany the first paycheck after July 1<sup>st</sup> of each year which will explain the amount of base pay.

C. Extra Hour Documentation

Time slips, for all hours, and absence reports shall be turned in regularly and acted upon in the appropriate paychecks. Whenever an employee is substituting in a higher classification, the name of the person for whom he/she substituted must be given on the form, or the employee shall not be paid the higher rate.

D. Paychecks

- (1) Total hours worked, including base pay hours, shall be shown on each pay stub. Additionally, each pay stub will show accumulated sick leave, accumulated personal leave, and accumulated vacation days.

- (2) If a paycheck must be re-issued for any reason (*e.g.*, the employee never received the paycheck, the paycheck is lost or stolen, the paycheck is damaged and not negotiable, etc.) the employee must pay a seventy-five dollar (\$75) fee prior to re-issuance of the paycheck.
- (3) If there is a calamity day on pay day, the employee will receive his/her paycheck the following business day.

E. Direct Deposit of Paychecks

Each employee may elect to have paychecks deposited directly into the bank of his/her choice, on or before the date of payday, if such bank has that option available. Any employee paid on an hourly basis will forfeit having direct deposit if such person fails to have his/her time sheet filed by the scheduled deadline. Each employee hired on or after July 1, 2001, will be required to have direct deposit. An employee must pay a seventy-five dollar (\$75) fee for failure to timely notify the Treasurer's office of any change in bank information, where the failure results in the need to issue an actual paycheck.

F. Payroll Deduction for Buying Service Credit

Each employee will have the option of payroll deduction for buying additional service credit if that employee is buying additional service credit from SERS.

G. Step Advancement

Step advancement shall be done yearly on July 1<sup>st</sup>.

H. Compensation for severance pay, and any clothing/uniform/shoes allowance shall be paid to the employee in a check separate from the paycheck.

I. Any employee who is paid incorrectly shall contact the Board Treasurer and the pay adjustment shall be made as soon as possible.

J. Time Sheets

1. Time sheets shall be provided to each employee.
2. Each employee shall complete his/her own time sheet every two weeks.
3. Completed time sheets shall be for the period of Thursday through Wednesday, in a two week cycle. Completed time sheets are not due to the employee's supervisor until the end of the day on the last Wednesday of the time sheet period. In the case of holidays occurring on the last Wednesday of the time sheet period, the completed time sheets are due to the employee's supervisor the last day before the holiday.

K. Section 125 Plan (“Cafeteria Plan”)

1. The Board shall establish a “Cafeteria Plan” that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board-paid health care coverage (as agreed to by the Board and the Organization), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described in paragraph 3 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Section 45.E.) provisions of this Agreement shall be made through the Cafeteria Plan.
2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period which must be completed at least ten (10) business days before the beginning of the plan year (October 1<sup>st</sup> through September 30<sup>th</sup>). Any employee employed after September 15<sup>th</sup> may enroll in the Section 125 Plan using the same timelines as enrolling for insurance coverage and, for the first year of employment, the Section 125 Plan year shall be from the first of the month after enrollment through September 30<sup>th</sup>. The enrollment in the Section 125 Plan may not be revoked during the current plan year unless there is a change in the employee’s circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 3.c. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer’s office.
3. Dependent Care FSA
  - a. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129 (currently \$5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
  - b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the first pay in October.
  - c. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

- a. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax “salary reduction” election up to a maximum amount of \$4,000 (exclusive of employee contributions for health coverage) per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
- b. The salary reduction shall be made in eighteen (18) equal installments beginning with the first pay in October.

5. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

6. Administration Fee

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer’s office and/or a third-party administrator. Any administrative costs associated with a third-party administrator will be offset by a service fee of \$1 per pay per participating employee.

L. Ohio Deferred Compensation Plan

Employees may contribute to the Ohio Deferred Compensation Plan (an Internal Revenue Code Section 457 Plan) via payroll deductions. In addition, the Board and the Organization shall explore and consider implementation of at least one other Section 457 Plan.

M. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the “Valic Tax Deferred 403(b) Annuity Plan for Government Employees” Document [the “Valic 403(b) Plan”] with the terms that comply with the requirements of this Paragraph N.
2. The terms of the Valic 403(b) Plan shall include the following:
  - a. Participation in the Valic 403(b) Plan shall be mandatory for any employee actively employed on or after July 1, 2004, who would be entitled to severance pay under Section 51, and also is or will be age 55 or

older in the calendar year in which the employee retires, or, in the case of a retired/rehired employee, resigns.

- b. If a retiring employee or a resigning retired/rehired employee is a participant in the Valic 403(b) Plan, an employer contribution shall be made on his/her behalf under the Valic 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as severance pay under Section 51. The required contribution to the Valic 403(b) Plan shall be made within the timeframe described in Section 51A provided, however, that if the amount payable to the Valic 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the Valic 403(b) Plan after the first payroll date in January of the next calendar year. If there are any remaining amounts, those amounts shall be contributed to the Valic 403(b) Plan, after the first payroll date in January of the following four (4) calendar years, in each such year not to exceed the maximum permitted under the applicable federal income tax law for each year.
  - c. An employee who is a participant in the Valic 403(b) Plan shall complete a Valic 403(b) Plan sponsor enrollment package prior to retirement; and unless and until an employee does so, no contribution of severance pay shall be made to Valic 403(b) Plan on behalf of the employee.
  - d. If an employee retires or resigns in the case of a retired/rehired employee, and is entitled to have a contribution paid to the Valic 403(b) Plan, and dies prior to such contribution being paid to the Valic 403(b) Plan, the contribution shall be paid to the Valic 403(b) Plan and then paid by the plan to a Beneficiary of the employee in accordance with the terms of the Valic 403(b) Plan.
  - e. The Plan year of the Valic 403(b) Plan shall be the calendar year starting with January, 2005.
  - f. The Board shall attempt to find a reputable company providing a 403(b) Plan like the Valic plan that does not charge any administrative fees. However, if no such company can be found, any administrative fees shall be borne by the Valic 403(b) Plan participants.
3. If an employee is entitled to severance pay and is not an eligible participant in the Valic 403(b) Plan, that employee will continue to be eligible for any and all severance payments payable in accordance with Section 51 of this Agreement. The employee may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.



4. All contributions to the Valic 403(b) Plan, all deferrals to a TSA, and all check payments to employees, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Organization guarantees any tax results associated with the Valic 403(b) Plan, deferrals to a TSA, or check payments made to an employee.

#### **SECTION 47. – ORGANIZATION DUES DEDUCTIONS**

- A. The Organization shall have the sole and exclusive privilege of payroll deductions for its UEP dues: (O.E.A., N.E.O.E.A., .N.E.A., B.O.S.S. and UniServ).
  1. On or before September 1<sup>st</sup> of each school year the Organization Treasurer shall provide the Board Treasurer with a list of all Organization members and the total amount of dues to be deducted.
  2. Dues deductions shall be on a continuing basis and without cost to the employee or the Organization. Each employee shall submit a written dues deduction authorization form. Thereafter, only new employees shall submit a written dues deduction authorization form. For all school years following the submission of the dues deduction authorization, dues shall continue without the need to resubmit additional authorization forms, unless between August 15<sup>th</sup> and September 15<sup>th</sup> the employee discontinues membership by providing written notice to the Organization Treasurer and the Board Treasurer.
  3. Dues deductions shall be in essentially nineteen (19) equal installments beginning with the second pay in September and continuing with each paycheck through June. Beginning in October, dues shall only be taken out twice per month. The Organization Treasurer shall inform the Board Treasurer of the total amount to be deducted for each employee employed after September 1<sup>st</sup>. A single check shall be issued to the Organization Treasurer at the end of each month.
  4. Each employee employed after September 1<sup>st</sup> of any school year who elects payroll deduction shall have his/her dues deducted in even installments from the remaining paychecks through the last paycheck in June. The Organization Treasurer shall inform the Board Treasurer of the total amount to be deducted for each employee employed after September 1<sup>st</sup>.
  5. The Board Treasurer shall submit a check in the total amount of employee deductions per month to the Organization Treasurer no later than three (3) days following the issuance of payroll checks. Such check will be made payable to the Organization. The Board Treasurer shall also submit a monthly listing of the names and amounts deducted for each employee to the Organization Treasurer.

6. The Organization agrees to indemnify, defend, and hold the Board and Administration, including each individual Board member, harmless for any cost or liability incurred as a result of the implementation and enforcement of Section A. 2. (above). The Organization reserves the right to designate the attorneys for the purpose of responding to any claims, demands, suits or other forms of action hereunder. The Board shall give the Organization written notice of any claim or demand arising out of or in any way related to the implementation of Section A. 2. (above) within ten (10) working days after receipt of such demand or claim. The Board will cooperate with the Organization at all levels of any proceedings.

B. Payroll deductions for O.E.A. Fund for Children and Public Education

1. Each employee may elect to contribute through payroll deductions to political organizations and parties and nonpartisan issues in accordance with Ohio Revised Code 3313.262.
2. Deductions shall be in ten (10) equal installments and shall begin within two (2) pay periods following the delivery of the written authorization forms from the Organization Treasurer to the Board Treasurer.

**SECTION 48. – PICK-UP OF RETIREMENT CONTRIBUTION  
THROUGH SALARY REDUCTION**

To the extent permitted by SERS and the Internal Revenue Service, the Board will adopt a policy for the automatic pick-up of the employee's portion of the retirement contribution from the employee's salary. With the implementation of these procedures and the acceptance of said procedures by the State Employees Retirement Board, the Board will not deduct state or federal taxes on the amount of the employee's total required contribution to the SERS with appropriate notations made on the individual employee's W-2 forms.

**SECTION 49. – SALARY SCHEDULES**

Effective July 1, 2012, employees will be paid at the rates shown on the following schedules at their step placement for the 2012-2013 contract year. Step zero is deleted.

For the 2013-2014 and 2014-2015 contract years, employees will be paid at the rates shown on the following schedules and step advancement for service is frozen at the applicable step held in the 2012-2013 contract year, and shall not be made up in the future.

At the Board's option, to be exercised not later than June 15, 2015, the Board may extend the term of the Agreement an additional year, until June 30, 2016. In such event employees will be paid for the additional year at the rates shown on the following schedules and step advancement is frozen at the applicable step held in the 2012-2013 contract year, and shall not be made up in the future.

Step advancement will resume upon the expiration of the term of this Agreement in 2015, or in 2016 if extended.

**CLASSIFIED SALARY SCHEDULES July 1, 2012**

<b>Administrative Assistants/EMIS Coordinator</b>						<b>Secretary/SIS Secretary/ BOE Secretary/Receptionist</b>					
					<i>Jul-12</i>						<i>Jul-12</i>
					14.63						14.63
1	1.350				19.75	1	1.160				16.97
2	1.370				20.04	2	1.180				17.26
3	1.390				20.34	3	1.200				17.56
4	1.410				20.63	4	1.220				17.85
5	1.430				20.92	5	1.240				18.14
6	1.450				21.21	6	1.260				18.43
7	1.470				21.51	7	1.280				18.73
8	1.490				21.80	8	1.300				19.02
9	1.510				22.09	9	1.320				19.31
10	1.520				22.24	10	1.330				19.46
<b>Education Assistants/Media Assistants</b>						<b>Special Education Assistants</b>					
					<i>Jul-12</i>						<i>Jul-12</i>
					14.63						14.63
1	1.025				15.00	1	1.065				15.58
2	1.045				15.29	2	1.085				15.87
3	1.065				15.58	3	1.105				16.17
4	1.085				15.87	4	1.125				16.46
5	1.105				16.17	5	1.145				16.75
6	1.125				16.46	6	1.165				17.04
7	1.145				16.75	7	1.185				17.34
8	1.165				17.04	8	1.205				17.63
9	1.185				17.34	9	1.225				17.92
10	1.195				17.48	10	1.235				18.07
<b>Health Aides</b>						<b>Bus Aides</b>					
					<i>Jul-12</i>						<i>Jul-12</i>
					14.63						14.63
1	1.056				15.45	1	1.045				15.29
2	1.076				15.74	2	1.065				15.58
3	1.096				16.03	3	1.085				15.87
4	1.116				16.33	4	1.105				16.17
5	1.136				16.62	5	1.125				16.46
6	1.156				16.91	6	1.145				16.75
7	1.176				17.20	7	1.165				17.04
8	1.196				17.50	8	1.185				17.34
9	1.216				17.79	9	1.205				17.63
10	1.226				17.94	10	1.215				17.78

**CLASSIFIED SALARY SCHEDULES July 1, 2012**

<b>Head Custodian - High School</b>						<b>Custodian Foreman - High School/Maintenance II</b>					
					<i>Jul-12</i>						<i>Jul-12</i>
					14.63						14.63
1	1.570				22.97	1	1.550				22.68
2	1.590				23.26	2	1.570				22.97
3	1.610				23.55	3	1.590				23.26
4	1.630				23.85	4	1.610				23.55
5	1.650				24.14	5	1.630				23.85
6	1.670				24.43	6	1.650				24.14
7	1.690				24.72	7	1.670				24.43
8	1.710				25.02	8	1.690				24.72
9	1.730				25.31	9	1.710				25.02
10	1.740				25.46	10	1.720				25.16
<b>Head Custodian - Middle School</b>						<b>Custodian I - High School/Middle School</b>					
					<i>Jul-12</i>						<i>Jul-12</i>
					14.63						14.63
1	1.530				22.38	1	1.325				19.38
2	1.550				22.68	2	1.345				19.68
3	1.570				22.97	3	1.365				19.97
4	1.590				23.26	4	1.385				20.26
5	1.610				23.55	5	1.405				20.56
6	1.630				23.85	6	1.425				20.85
7	1.650				24.14	7	1.445				21.14
8	1.670				24.43	8	1.465				21.43
9	1.690				24.72	9	1.485				21.73
10	1.700				24.87	10	1.495				21.87
<b>Head Custodian - Elementary</b>						<b>Custodian I - Elementary/Maintenance III</b>					
					<i>Jul-12</i>						<i>Jul-12</i>
					14.63						14.63
1	1.495				21.87	1	1.295				18.95
2	1.515				22.16	2	1.315				19.24
3	1.535				22.46	3	1.335				19.53
4	1.555				22.75	4	1.355				19.82
5	1.575				23.04	5	1.375				20.12
6	1.595				23.33	6	1.395				20.41
7	1.615				23.63	7	1.415				20.70
8	1.635				23.92	8	1.435				20.99
9	1.655				24.21	9	1.455				21.29
10	1.665				24.36	10	1.465				21.43
<b>Head Custodian - Central</b>						<b>Custodian II/Maintenance IV</b>					
					<i>Jul-12</i>						<i>Jul-12</i>
					14.63						14.63
1	1.510				22.09	1	0.870				12.73
2	1.530				22.38	2	0.890				13.02
3	1.550				22.68	3	0.910				13.31
4	1.570				22.97	4	0.930				13.61
5	1.590				23.26	5	0.950				13.90
6	1.610				23.55	6	0.970				14.19
7	1.630				23.85	7	0.990				14.48
8	1.650				24.14	8	1.010				14.78
9	1.670				24.43	9	1.030				15.07
10	1.680				24.58	10	1.040				15.22

**CLASSIFIED SALARY SCHEDULES July 1, 2012**

<b>Vehicle Maintenance &amp; Maintenance Foreman</b>										<b>Maintenance I/Mechanic</b>				
						<i>Jul-12</i>							<i>Jul-12</i>	
						14.63							14.63	
1		1.755				25.68		1		1.695			24.80	
2		1.775				25.97		2		1.715			25.09	
3		1.795				26.26		3		1.735			25.38	
4		1.815				26.55		4		1.755			25.68	
5		1.835				26.85		5		1.775			25.97	
6		1.855				27.14		6		1.795			26.26	
7		1.875				27.43		7		1.815			26.55	
8		1.895				27.72		8		1.835			26.85	
9		1.915				28.02		9		1.855			27.14	
10		1.925				28.16		10		1.865			27.28	
<b>Bus Drivers/Instructor</b>										<b>Courier</b>				
						<i>Jul-12</i>							<i>Jul-12</i>	
						14.63							14.63	
1		1.355				19.82		1					18.82	
2		1.375				20.12		2					19.12	
3		1.395				20.41		3					19.41	
4		1.415				20.70		4					19.70	
5		1.435				20.99		5					19.99	
6		1.455				21.29		6					20.29	
7		1.475				21.58		7					20.58	
8		1.495				21.87		8					20.87	
9		1.515				22.16		9					21.16	
10		1.525				22.31		10					21.31	
<b>Print Shop Operator</b>										<b>Computer Technician</b>				
						<i>Jul-12</i>							<i>Jul-12</i>	
						14.63							14.63	
1		1.085				15.87		1		1.180			17.26	
2		1.105				16.17		2		1.200			17.56	
3		1.125				16.46		3		1.220			17.85	
4		1.145				16.75		4		1.240			18.14	
5		1.165				17.04		5		1.260			18.43	
6		1.185				17.34		6		1.280			18.73	
7		1.205				17.63		7		1.300			19.02	
8		1.225				17.92		8		1.320			19.31	
9		1.245				18.21		9		1.340			19.60	
10		1.255				18.36		10		1.350			19.75	



### **SECTION 50. – LONGEVITY**

- A. Any employee shall receive the following amounts for continuous service with the District:
1. After the completion of ten (10) years - \$550 annually
  2. After the completion of fifteen (15) years - additional \$550 annually (total of \$1100)
  3. After the completion of twenty (20) years - additional \$275 annually (total of \$1375)

In 2011-2012, longevity steps will be frozen for those employees otherwise eligible for a new longevity step (*i.e.* those completing Steps 10, 15, and 20 as of June 30, 2011).

- B. Any employee shall be paid longevity in two (2) equal installments. The first installment shall follow the employee's anniversary date of his/her effective date of hire. If the anniversary date falls between January 1<sup>st</sup> and June 30<sup>th</sup> inclusive, the first payment shall be in June and the second payment the following December. If the employee's anniversary date falls between July 1<sup>st</sup> and December 31<sup>st</sup>, inclusive, the first payment shall be in December and the second payment the following June. Payments shall be by separate check, if possible, and delivered with the first paychecks of June and December. At the option of the employee, the payment may be put into an annuity.

### **SECTION 51. – SEVERANCE PAY UPON RETIREMENT**

- A. Any employee who elects to retire and meets the requirements of SERS shall, upon retirement, be paid a sum based upon his/her accrued but unused sick leave credit. The sum to be paid shall be 28% of all unused sick leave to a maximum of ninety-five (95) days. Effective January 1, 2011 the maximum number of days will be one hundred-one (101).
- B. Payment of the sum determined above shall be based upon the employee's daily rate of pay at the time of retirement. Acceptance of severance pay shall be considered to eliminate all sick leave credit accrued by the employee.
- C. Additionally, each employee shall receive \$1,000 as a lump sum payment or in the form of a tax-sheltered annuity at the election of the employee.
- D. Any employee who dies prior to severing employment who would otherwise have been entitled to such payment shall be deemed to have severed employment the day preceding his/her death. Said payments for such accrued sick leave shall then be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.



- E. If an employee has retired into SERS and, after such retirement, is hired by the Board, he/she shall receive severance pay upon resigning from the District. Said employee shall be paid a lump sum equal to twenty-eight percent (28%) of the value of accrued but unused sick leave days to a maximum of ninety-five (95) days. Effective January 1, 2011 the maximum number of days will be one hundred-one (101). The number of unused sick leave days to be used in this calculation are those sick leave days accrued in the District after the employee retired and then was hired by the District.

#### **SECTION 52. – NON-DISCRIMINATION**

The Board and the Association agree that there will be no discrimination or preference with respect to hiring, compensation, terms, conditions or privileges of employment based on age, race, creed, color, religion, national origin, gender, disability, veteran status, membership or non-membership in the Association or based on genetic information. Nor will there be retaliation against an employee for engaging in protected activity with respect to complaints or participation in an investigation of any claim of discrimination in violation of this section.

#### **SECTION 53. – CONTRARY TO LAW**

If any provision of this Agreement between the Organization and the Board is found to be contrary to law in a court of competent jurisdiction or by mutual agreement of the parties, then such provision shall be deemed invalid to the extent such provision is contrary to law, then that Section shall be altered to comply with the law if possible, but all other provisions shall continue in full force and effect.

#### **SECTION 54. – TERM OF AGREEMENT**

- A. Unless otherwise specified herein or extended pursuant to Section 49, this Agreement shall be effective from July 1, 2012 and remain in full force and effect through June 30, 2015. This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices, between the Board and the Organization and constitutes the entire Agreement between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that neither party shall be obligated to negotiate with respect to any subject or matter referred to or covered in this contract or with respect to any subject matter not specifically referred to or covered in this contract, unless otherwise mutually agreed. Changes on forms in the Attachments may be made with the mutual approval of the Superintendent/Designee and the Organization President/designee.
- B. There shall be no reprisals of any kind against any student, parent, community member, OEA and BOSS, or members of the bargaining unit, by the Board of Education or Administration because of support for, or participation in, strike-threat activities during the negotiations process.

- C. There shall be no reprisals by OEA and BOSS, its members or members of the bargaining unit against the Board of Education, Board Members, Administration, students, teachers, parents, or community members who attended school, worked, and/or supported the Board of Education during the negotiations process.

BRECKSVILLE-BROADVIEW HEIGHTS ORGANIZATION OF SUPPORT STAFF

---

Curtis Bailey, President

BRECKSVILLE-BROADVIEW HEIGHTS BOARD OF EDUCATION

---

David C. Tryon, President

NEGOTIATING TEAM MEMBERS

BRECKSVILLE-BROADVIEW HEIGHTS  
ORGANIZATION OF SUPPORT STAFF

BRECKSVILLE-BROADVIEW HEIGHTS  
BOARD OF EDUCATION

Jane Zippay

Mike Ziegler

Becky Parianos

Pat Farrell

Dale Vonderau

Kasey Spirakus

Joni Robinson

Glenn D. Waggoner, Esq.

Patricia Hageman

Robert Wagner

Kathryn Gonter

Janet Rymut

Curtis Bailey

Tad M. Colbeck (OEA/NEA)

ATTACHMENT 1

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

Complaint by the Aggrieved

(To be completed within twenty (20) working days after the grievant knew or should have known of the events or conditions, or absence thereof, on which it is based.)

Grievant \_\_\_\_\_ Date of Submission \_\_\_\_\_

School(s) \_\_\_\_\_ Classification \_\_\_\_\_

Date and place grievance occurred \_\_\_\_\_

\_\_\_\_\_

Statement of Grievance: (State the specific Section of the Agreement which is being violated, and detail in full the event or conditions constituting the violation.)

Action Requested:

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

**Brecksville-Broadview Heights City School District  
Benefit Comparison of Current to 1A**

Benefits	Current Benefits		1A Benefits	
	Network	Non-Network Facility Charges	Network	Non-Network Facility Charges
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>		January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26; Removal upon Birthdate		26; Removal upon Birthdate	
Working Spouse Language	Does Not Apply		Applies to Medical & Prescription Drug	
Pre-Existing Condition Waiting Period	None		None	
Blood Pint Deductible	0 pints		0 pints	
Lifetime Maximum	Unlimited		Unlimited	
Benefit Period Deductible - Single / Family <sup>1</sup>	None	\$200 / \$400	\$100 / \$200	\$200 / \$400
Coinsurance	100%	80%	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	None	\$500 / \$1,000	\$250 / \$500	\$500 / \$1,000
Maximum Out-of-Pocket Including Deductible - Single / Family	None	\$700 / \$1,400	\$350 / \$700	\$700 / \$1,400
<b>Physician/Office Services</b>				
Office Visit (Illness/Injury) <sup>2</sup>	\$10 copay, then 100%	80% after deductible	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$10 copay, then 100%	80% after deductible	\$10 copay, then 100%	70% after deductible
All Immunizations	100%	80% after deductible	100%	70% after deductible

<b>Preventative Services</b>				
Office Visit / Routine Physical Exam (Age 21 and older) <sup>2</sup>	\$10 copay, then 100%	80% after deductible	100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 21) <sup>2</sup>	\$10 copay, then 100%	80% after deductible	100%	70% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	80% after deductible	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible	100%	70% after deductible
Routine Lab, X-rays and Medical Tests (All ages)	100%	80% after deductible	100%	70% after deductible
Routine Colonoscopy and Sigmoidoscopy Services (All ages)	100%	80% after deductible	100%	70% after deductible
<b>Outpatient Services</b>				
Surgical Services	100%	80% after deductible	90% after deductible	70% after deductible
Diagnostic Services	100%	80% after deductible	90% after deductible	70% after deductible
Physical Therapy, Occupational Therapy and Chiropractic Therapy - Facility and Professional (Professional subject to medical review after 20 visits per benefit period)	\$10 copay, then 100%	80% after deductible	90% after deductible	70% after deductible
Speech Therapy - Facility and Professional (Professional subject to medical review after 10 visits per benefit period)	\$10 copay, then 100%	80% after deductible	90% after deductible	70% after deductible
Cardiac Rehabilitation	100%	80% after deductible	90% after deductible	70% after deductible
Emergency use of an Emergency Room	100%		\$50 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>3</sup>	\$25 copay, then 100%	80% after deductible	\$50 copay, then 100%	\$50 copay, then 70%

<b>Inpatient Facility</b>				
Semi-Private Room and Board	100%	80% after deductible	90% after deductible	70% after deductible
Maternity	100%	80% after deductible	90% after deductible	70% after deductible
Skilled Nursing Facility	100%	80% after deductible	90% after deductible	70% after deductible
<b>Additional Services</b>				
Ambulance	\$25 copay, then 100%	80% after deductible	90% after deductible	70% after deductible
Durable Medical Equipment including Prosthetics Appliances and Orthotic Devices	100%	80% after deductible	90% after deductible	70% after deductible
Home Healthcare	100%	80% after deductible	90% after deductible	70% after deductible
Hospice	100%	80% after deductible	90% after deductible	70% after deductible
Organ Transplants	100%	80% after deductible	90% after deductible	70% after deductible
Private Duty Nursing	100%	80% after deductible	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse - Federal Mental Health Parity</b>				
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits		Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services				
<b>Prescription Drug</b>				
Retail Program without Oral Contraceptive Coverage (Additional Covered Benefits: Anorexiant (Weight Loss Medications); Exclusions: Immunization Agents)- 34 Day Supply	\$5 Generic / \$10 Formulary Brand / \$18 Non Formulary Brand		\$5 Generic / \$10 Formulary Brand / \$18 Non Formulary Brand	

Mail Order Program without Oral Contraceptive Coverage (Additional Covered Benefits: Anorexiant (Weight Loss Medications); Exclusions: Immunization Agents) - 90 Day Supply	\$10 Generic / \$20 Formulary Brand / \$36 Non Formulary Brand	\$10 Generic / \$20 Formulary Brand / \$36 Non Formulary Brand
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Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certification will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only.





ATTACHMENT 2-B

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

PERSONAL LEAVE CARRY OVER

Name (print) \_\_\_\_\_ Classification \_\_\_\_\_

In order to carry over one (1) unused personal leave day, this form must be turned into the District Treasurer's office by June 30 or the benefit is forfeited and all unused personal leave days will be converted to sick leave days.

Complete any applicable section.

---

**Conversion of Personal Leave to Sick Leave**

Complete **one** of the following:

**A. Personal Leave Conversion to Sick Leave**

I am requesting that all of my unused personal leave days be converted to sick leave days and then added to my sick leave accumulation per Section 32.E.4. of the Agreement.

According to my records, during the \_\_\_\_\_ school year I had \_\_\_\_\_ days of unused personal leave. \_\_\_\_\_ number

- OR -

**B. Personal Leave Carryover**

\_\_\_\_\_ I want to carryover one personal day to next year, with the balance of my unused personal leave days converting to sick leave days per Section 32.E.5. of the Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

ATTACHMENT 3  
Brecksville-Broadview Heights School District  
Application to Use Sick Leave Pool

I \_\_\_\_\_ wish to apply for \_\_\_\_\_ days of sick leave from the Brecksville-Broadview Heights Schools Sick Leave Pool.

I have reviewed the criteria found in Section 27 G of the Agreement between the Brecksville-Broadview Heights Board of Education and the Brecksville-Broadview Heights Organization of Support Staff.

I will need days from the sick leave pool because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that all accumulated sick leave must be exhausted before I can receive days from the Sick Leave Pool. I additionally understand that any sick leave that accumulates during my absence will be deducted before days from the Sick Leave Pool will be used.

\_\_\_\_\_  
Signature and Date

This form must be forwarded to the Superintendent/Designee who will review the application with the Organization President.

-----  
Number of Sick Leave Pool days approved \_\_\_\_\_

\_\_\_\_\_  
Superintendent/Designee Signature and Date

ATTACHMENT 4

Brecksville-Broadview Heights School District  
Sick Leave Donation Form

I, \_\_\_\_\_, wish to donate \_\_\_\_\_ day(s) of sick leave to  
the Sick Leave Pool to be used by \_\_\_\_\_.  
(employee needing the sick leave)

I understand that I will be notified of the deduction when it is made.

\_\_\_\_\_  
Signature and date

This form should be sent directly to the Board Treasurer.



**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

\_\_\_\_No \_\_\_\_Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition? \_\_\_\_No \_\_\_\_Yes.

Was medication, other than over-the-counter medication, prescribed? \_\_\_\_No \_\_\_\_Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

\_\_\_\_No \_\_\_\_Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_\_No \_\_\_\_Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: \_\_\_\_No \_\_\_\_Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? \_\_\_No \_\_\_Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? \_\_\_No \_\_\_Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?  
\_\_\_No \_\_\_Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? \_\_\_No \_\_\_Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?  
\_\_\_No \_\_\_Yes. If so, explain:

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

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

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







**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider’s name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
\_\_\_\_ No \_\_\_\_ Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed? \_\_\_\_ No \_\_\_\_ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition?  
\_\_\_\_ No \_\_\_\_ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
\_\_\_\_ No \_\_\_\_ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? \_\_\_\_ No \_\_\_\_ Yes. If so, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

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

**PART B: AMOUNT OF CARE NEEDED:** When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety, or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery?  
\_\_\_\_\_ No \_\_\_\_\_ Yes.

Estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

During this time, will the patient need care? \_\_\_\_\_ No \_\_\_\_\_ Yes.

Explain the care needed by the patient and why such care is medically necessary:

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5. Will the patient require follow-up treatments, including any time for recovery? \_\_\_\_\_ No \_\_\_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

---

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

---

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?  
No \_\_\_\_\_ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary:

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7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? \_\_\_\_ No \_\_\_\_ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

Does the patient need care during these flare-ups? \_\_\_\_ No \_\_\_\_ Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

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

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

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

\_\_\_\_\_  
**Signature of Health Care Provider**

\_\_\_\_\_  
**Date**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.P.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

ATTACHMENT 7

Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)

U.S. Department of Labor Employment Standards Administration Wage and Hour Division

WHD U.S. Wage and Hour Division

OMB Control Number: 1215-0181 Expires: 12/31/2011

In general, to be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles.

Part A - NOTICE OF ELIGIBILITY

TO: Employee
FROM: Employer Representative
DATE:

On , you informed us that you needed leave beginning on for:

- The birth of a child, or placement of a child with you for adoption or foster care;
Your own serious health condition;
Because you are needed to care for your spouse; child; parent due to his/her serious health condition.
Because of a qualifying exigency arising out of the fact that your spouse; son or daughter; parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
Because you are the spouse; son or daughter; parent; next of kin of a covered service member with a serious injury or illness.

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
Are not eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
You have not met the FMLA's 12-month length of service requirement.
You have not met the FMLA's 1,250-hours-worked requirement.
You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact or view the FMLA poster located in.

PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request is / is not enclosed.
Sufficient documentation to establish the required relationship between you and your family member.
Other information needed:
No additional information requested

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

- \_\_\_\_\_ Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. 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 cancelled, 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.
- \_\_\_\_\_ You will be required to use your available paid \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.
- \_\_\_\_\_ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As 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. 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.
- \_\_\_\_\_ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
  - \_\_\_\_\_ the calendar year (January - December).
  - \_\_\_\_\_ a fixed leave year based on \_\_\_\_\_.
  - \_\_\_\_\_ the 12-month period measured forward from the date of your first FMLA leave usage.
  - \_\_\_\_\_ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- 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 FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- 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; 2) the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle you to FMLA leave; or 3) 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.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.
  - \_\_\_\_\_ For a copy of conditions applicable to sick/vacation/other leave usage please refer to \_\_\_\_\_ available at: \_\_\_\_\_
  - \_\_\_\_\_ Applicable conditions for use of paid leave: \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

\_\_\_\_\_ at \_\_\_\_\_.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Designation Notice  
(Family and Medical Leave Act)

ATTACHMENT 8  
U.S. Department of Labor  
Wage and Hour Division

WHD

U.S. Wage and Hour Division  
OMB Control Number: 1215-0181  
Expires: 12/31/2011

**Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R §§ 825.300(c), 825.301, and 825.305(c).**

To: \_\_\_\_\_

Date: \_\_\_\_\_

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided.

We received your most recent information on \_\_\_\_\_ and decided:

\_\_\_\_\_ **Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.**

**The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:**

\_\_\_\_\_ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_.

\_\_\_\_\_ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

**Please be advised (check if applicable):**

\_\_\_\_\_ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

\_\_\_\_\_ We are requiring you to substitute or use paid leave during your FMLA leave.

\_\_\_\_\_ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position is **is not** attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

\_\_\_\_\_ **Additional information is needed to determine if your FMLA leave request can be approved:**

\_\_\_\_\_ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than \_\_\_\_\_, unless it is not practicable under \_\_\_\_\_  
(Provide at least seven calendar days)  
the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

\_\_\_\_\_  
(Specify information needed to make the certification complete and sufficient)

\_\_\_\_\_ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

\_\_\_\_\_ Your FMLA Leave request is Not Approved

\_\_\_\_\_ The FMLA does not apply to your leave request.

\_\_\_\_\_ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Form WH-381 Revised January 2009

Certification for Serious Injury  
or Illness of Covered Service  
member -- for Military Family  
Leave (Family and Medical  
Leave Act)

ATTACHMENT 9

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division

**WHD**  
U.S. Wage and Hour Division

OMB Control Number: 1215-0181  
Expires: 12/31/2011

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**Notice to the EMPLOYER INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a covered service member to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

**SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER for whom the Employee is Requesting Leave INSTRUCTIONS to the EMPLOYEE or COVERED SERVICEMEMBER:** Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered service member. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. §§ 2613, 26134(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 C.F.R. § 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

**SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a covered service member's serious injury or illness includes written documentation confirming that the covered service member's injury or illness was incurred in the line of duty on active duty and that the covered service member is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave.

Certification for Serious Injury or Illness of Covered Service member -- for Military family Leave (Family and Medical Leave Act)

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division



**SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER fore whom the Employee Is Requesting Leave:** (This section must be completed first before any of the below sections can be completed by a health care provider.)

**Part A: EMPLOYEE INFORMATION**

Name and Address of Employer (this is the employer of the employee requesting leave to care for covered service member):

\_\_\_\_\_  
Name of Employee Requesting Leave to Care for Covered Service member:

\_\_\_\_\_  
First Middle Last

Name of Covered Service member (for whom employee is requesting leave to care):

\_\_\_\_\_  
First Middle Last

Relationship of Employee to Covered Service member Requesting Leave to care:

- Spouse     Parent     Son     Daughter     Next of Kin

**Part B: COVERED SERVICEMEMBER INFORMATION**

- (1) Is the Covered Service member a Current Member of the Regular Armed Forces, the National Guard or Reserves?     Yes     No

If yes, please provide the covered service member's military branch, rank and unit currently assigned to: \_\_\_\_\_

Is the covered service member assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?

- Yes     No. If yes, please provide the name of the medical treatment facility or unit:

\_\_\_\_\_

- (2) Is the Covered Service member on the Temporary Disability Retired List (TDRL)?     Yes     No

**Part C: CARE TO BE PROVIDED TO THE COVERED SERVICEMEMBER**

Describe the Care to Be Provided to the Covered Service member and an Estimate of the Leave Needed to Provide the Care:



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**SECTION II: For Completion by a United States Department of Defense (“DOD”) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (“VA”) health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider. If you are able to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator). (Please ensure that Section I above has been completed before completing this section.) Please be sure to sign the form on the last page.**

***Part A: HEALTH CARE PROVIDER INFORMATION***

*Health Care Provider’s Name and Business Address:*

---

Type of Practice/Medical Specialty: \_\_\_\_\_

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

***PART B: MEDICAL STATUS***

(1) Covered Service member’s medical condition is classified as (Check One of the Appropriate Boxes):

**(VSI) Very Seriously Ill/Injured** - Illness/injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

**(SI) Seriously Ill/Injured** - Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

**OTHER Ill/Injured** - a serious injury or illness that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

**NONE OF THE ABOVE** (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a “serious health condition” under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380 or an employer-provided form seeking the same information.)

(2) Was the condition for which the Covered Service member is being treated incurred in line of duty on active duty in the armed forces?  Yes  No

(3) Approximate date condition commenced: \_\_\_\_\_

(4) Probably duration of condition and/or need for care: \_\_\_\_\_

- (5) Is the covered service member undergoing medical treatment, recuperation, or therapy?  
 Yes  No. If yes, please describe medical treatment, recuperation or therapy: \_\_\_\_\_

**PART C: COVERED SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER**

- (1) Will the covered service member need care for a single continuous period of time, including any time for treatment and recovery?  Yes  No  
If yes, estimate the beginning and ending dates for this period of time: \_\_\_\_\_
- (2) Will the covered service member require periodic follow-up treatment appointments?  
 Yes  No. If yes, estimate the treatment schedule: \_\_\_\_\_
- (3) Is there a medical necessity for the covered service member to have periodic care for these follow-up treatment appointments?  Yes  No
- (4) Is there a medical necessity for the covered service member to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?  
 Yes  No. If yes, please estimate the frequency and duration of the periodic care:

Signature of Health Care Provider: \_\_\_\_\_ Date: \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**

ATTACHMENT 10

**Certification of Qualifying Exigency  
For Military Family Leave  
(Family and Medical Leave Act)**

**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division

**WHD**

**U.S. Wage and Hour Division**

OMB Control Number: 1215-0181  
Expires: 12/31/2011

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**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.

Employer name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II fully and completely. The FMLA permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit. 29 C.F.R. § 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your Name: \_\_\_\_\_  
First Middle Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

\_\_\_\_\_  
First Middle Last

Relationship of covered military member to you: \_\_\_\_\_

Period of covered military member’s active duty: \_\_\_\_\_

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member’s active duty or call to active duty status in support of a contingency operation. Please check one of the following:

- A copy of the covered military member’s active duty orders is attached.
- Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.
- I have previously provided my employer with sufficient written documentation confirming the covered military member’s active duty or call to active duty status in support of a contingency operation.

ATTACHMENT 10

**PART A: QUALIFYING REASON FOR LEAVE**

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

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2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached.  Yes  No  None Available

**PART B: AMOUNT OF LEAVE NEEDED**

1. Approximate date exigency commenced: \_\_\_\_\_

Probable duration of exigency: \_\_\_\_\_

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?  No  Yes.

If so, estimate the beginning and ending dates for the period of absence:

---

3. Will you need to be absent from work periodically to address this qualifying exigency?  No  Yes.

Estimate schedule of leave, including the dates of any scheduled meetings or appointments: \_\_\_\_\_

---

---

Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours \_\_\_\_\_ day(s) per event.

ATTACHMENT 10

**PART C:**

If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member’s representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

Describe nature of meeting: \_\_\_\_\_

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

**PART D:**

I certify that the information I provided above is true and correct.

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

\_\_\_\_\_  
Date

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.P.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYER.**

ATTACHMENT 11

**HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK**

I hereby certify that I have physically examined \_\_\_\_\_ (Employee) and have determined that she/he is able to resume all the essential job functions of her/his position and so is eligible to return to work in the Brecksville-Broadview Heights School District.

The following limits exist or accommodations are necessary to resume her/his essential job functions:

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number                      Date

Return this form to

Superintendent  
Brecksville-Broadview Hts.  
Board of Education  
6638 Mill Road  
Brecksville, OH 44131

ATTACHMENT 12

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

VACATION LEAVE REQUEST FORM

\_\_\_\_\_  
Employee Name (print or type)

\_\_\_\_\_  
Building or Department

On \_\_\_\_\_, I request use of \_\_\_\_\_ vacation day(s).  
(today's date) (# of days)

List requested day(s):

Month	Day	Year	Full/Half	Month	Day	Year	Full/Half
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Employee's Signature Date

\_\_\_\_\_  
Principal's or Supervisor's Signature Date

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Not Approved

\_\_\_\_\_  
Education Center Administrator's Signature Date

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Not Approved

**(Approval required at building level and Education Center prior to vacation leave)**

ATTACHMENT 13  
BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

WRITTEN NOTICE PRIOR TO DISCIPLINARY HEARING

\_\_\_\_\_ is being provided this written notice  
Name of Employee

prior to a Step \_\_\_\_\_ disciplinary hearing based on the following facts/concerns:

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

Step \_\_\_\_\_ disciplinary hearing will be held on \_\_\_\_\_ at \_\_\_\_\_ m.  
Date Time  
at \_\_\_\_\_  
Location

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Employee

\_\_\_\_\_  
B.O.S.S. Official (if applicable)

\_\_\_\_\_  
Date Employee Received Notice

The employee's signature is merely an acknowledgement of receipt of notice of a disciplinary hearing. It does not indicate agreement or disagreement with the contents of the notice.

cc: Superintendent/Designee  
B.O.S.S. President  
Personnel File (only if imposed discipline is at Step 2-5)



ATTACHMENT 14

PROGRESSIVE DISCIPLINE – VERBAL REPRIMAND RECORD

STEP I

On \_\_\_\_\_, I verbally reprimanded \_\_\_\_\_  
(employee)

at \_\_\_\_\_ regarding the following concern (problem):  
(location)

Example: Arriving to work late

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Organization Representative (if applicable)

The employee's signature is merely acknowledgement that a reprimand was given. It does not indicate agreement or disagreement. This form will not be placed in the employee's personnel file.

Copies: Superintendent/Designee  
B.O.S.S. President

ATTACHMENT 15  
 BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT  
 PERFORMANCE ASSISTANCE PLAN FOR EMPLOYEE RECEIVING  
 A “NEEDS IMPROVEMENT” OR “UNSATISFACTORY”

<b>A.</b>	<b>Targets for Improvement for Employee on Performance Assistance Plan</b>
1.	
2.	
3.	
<b>B.</b>	<b>Plans for Achieving Improvement in Areas Indicated Above</b>
1.	
2.	
3.	
<b>Comments:</b>	

Employee’s Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Signature is to acknowledge receipt – not necessarily agreement/disagreement with content.

Evaluator’s Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Distribution: \_\_\_\_\_ Original to Employee  
 \_\_\_\_\_ Building  
 \_\_\_\_\_ Central Office

**ATTACHMENT 16**  
**Brecksville-Broadview Heights City School District**  
**Support Staff Evaluation Form**

Name \_\_\_\_\_ Job Classification \_\_\_\_\_  
 Date of Hire \_\_\_\_\_ Building Location \_\_\_\_\_  
 Observation Date(s) and Times \_\_\_\_\_  
 Evaluation Conference Date \_\_\_\_\_ Evaluator's Name \_\_\_\_\_

Performance Factors	PLACE CHECK IN PROPER COLUMN			
	Commendable	Satisfactory	Needs Improvement	Unsatisfactory
1. QUALITY OF WORK, – i.e., Accuracy, completeness, neatness of work.				
COMMENTS:				
2. QUANTITY OF WORK – i.e., Amount of work done.				
COMMENTS:				
3. KNOWLEDGE – i.e., Knowledge of methods, materials, objectives, and other fundamental information skill.				
COMMENTS:				
4. LEARNING ABILITY - i.e., Learns quickly, learns new duties as needed, adapts to change easily.				
COMMENTS:				
5. WORK HABITS – i.e., Organization of work, care of equipment, safety, industry.				
COMMENTS:				
6. RELATIONSHIPS – i.e., Ability to get along and cooperate with the public, other employees, students, and supervisor.				
COMMENTS:				
7. DEPENDABILITY – i.e., Degree to which employee can be relied upon to do the job without close supervision.				
COMMENTS:				

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

Support Staff Evaluation Form

Performance Factors	PLACE CHECK IN PROPER COLUMN			
	Commendable	Satisfactory	Needs Improvement	Unsatisfactory
8. ATTENDANCE – i.e., Frequency and nature of absences and tardiness.				
COMMENTS:				
9. ATTITUDE – i.e., Initiative, interest in the work, willingness to meet job requirements and accept suggestions, and adhere to conduct as deemed to be ethical in nature.				
COMMENTS:				
10. PERSONAL APPEARANCE – i.e., Appropriate attire, neatness.				
COMMENTS:				
11. JUDGMENT – i.e., Soundness of decisions, common sense.				
COMMENTS:				

Specific Recommendations for Improvement: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\*Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Signature is to acknowledge receipt – not necessarily Agreement/disagreement with content.*

Evaluator's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

\*Employee's comments on back of sheet (optional).

Distribution: \_\_\_\_\_ Original to Employee  
 \_\_\_\_\_ Building/Department  
 \_\_\_\_\_ Central Office



ATTACHMENT 17  
Brecksville-Broadview Heights City School District  
**Merit Incentive for Attendance FOR 12-MONTH EMPLOYEES or  
EMPLOYEES WORKING 203 DAYS AND 25 HOURS OR MORE PER WEEK  
From July 1 to December 31**

Employee Name: \_\_\_\_\_ (Please print clearly)

\_\_\_\_\_ **I am a Twelve-month employee working THIRTY (30) or MORE hours per week.**

Check ONE of the following in this section:

\_\_\_\_\_ and have used LESS THAN ONE (1) sick or personal leave day from July 1 to December 31. **(\$500)**

\_\_\_\_\_ and have used at least ONE (1), but FEWER THAN TWO (2) sick or personal leave days from July 1 to December 31. **(\$400)**

\_\_\_\_\_ and have used at least TWO (2), but FEWER THAN THREE (3) sick or personal leave days from July 1 to December 31. **(\$200)**

-----  
Check ONLY ONE:

\_\_\_\_\_ **I am a Twelve-month employee working FEWER THAN thirty (30) hours per week.**

\_\_\_\_\_ **I am an employee working 203 DAYS and 25 HOURS OR MORE per week**

Check ONE of the following in this section:

\_\_\_\_\_ and have used LESS THAN ONE (1) sick or personal leave day from July 1 to December 31. **(\$400)**

\_\_\_\_\_ and have used at least ONE (1), but FEWER THAN TWO (2) sick or personal leave days from July 1 to December 31. **(\$250)**

\_\_\_\_\_ and have used at least TWO (2), but FEWER THAN THREE (3) sick or personal leave days from July 1 to December 31. **(\$150)**

Date: \_\_\_\_\_  
Employee Signature Last 4 digits of SSN

**Be sure to sign, date and include the last 4 digits of Social Security Number and send this form to the TREASURER'S OFFICE BY JANUARY 12.**

**Merit incentive will be paid the second payroll in February.**

Brecksville-Broadview Heights City School District  
**Merit Incentive for Attendance FOR 12-MONTH EMPLOYEES or  
EMPLOYEES WORKING 203 DAYS AND 25 HOURS OR MORE PER WEEK  
From January 1 to June 30**

Employee Name: \_\_\_\_\_ (Please print clearly)

\_\_\_\_\_ **I am a Twelve-month employee working THIRTY (30) or MORE hours per week.**

Check ONE of the following in this section:

\_\_\_\_\_ and have used LESS THAN ONE (1) sick or personal leave day from January 1 to June 30.  
**(\$500)**

\_\_\_\_\_ and have used at least ONE (1), but FEWER THAN TWO (2) sick or personal leave days  
from January 1 to June 30. **(\$400)**

\_\_\_\_\_ and have used at least TWO (2), but FEWER THAN THREE (3) sick or personal leave  
days from January 1 to June 30. **(\$200)**

-----  
Check ONLY ONE:

\_\_\_\_\_ **I am a Twelve-month employee working FEWER THAN thirty (30) hours per week.**

\_\_\_\_\_ **I am an employee working 203 DAYS and 25 HOURS OR MORE per week**

Check ONE of the following in this section:

\_\_\_\_\_ and have used LESS THAN ONE (1) sick or personal leave day from January 1 to June 30.  
**(\$400)**

\_\_\_\_\_ and have used at least ONE (1), but FEWER THAN TWO (2) sick or personal leave days  
from January 1 to June 30. **(\$250)**

\_\_\_\_\_ and have used at least TWO (2), but FEWER THAN THREE (3) sick or personal leave  
days from January 1 to June 30. **(\$150)**

Date: \_\_\_\_\_  
Employee Signature Last 4 digits of SSN

**Be sure to sign, date and include the last 4 digits of Social Security Number and send this form to the  
TREASURER'S OFFICE BY JUNE 15 for 203-day employees or by JULY 5 for 12-Month employees.**

**Merit incentive will be paid the first payroll in July for 203 day employees.  
Merit incentive will be paid the second payroll In July for 12-Month employees.**

ATTACHMENT 18  
Brecksville-Broadview Heights City School District  
**Merit Incentive for Attendance**

**FOR EMPLOYEES WORKING FEWER THAN 203 DAYS**  
**From first employee report day of the school year through January 31**

Employee Name: \_\_\_\_\_ (Please print clearly)

\_\_\_\_\_ **I am an employee working TWENTY-FIVE (25) or MORE hours per week.**

Check ONE of the following in this section:

\_\_\_\_\_ and have used LESS THAN ONE (1) sick or personal leave day from the first employee report day of the school year through January 31. **(\$350)**

\_\_\_\_\_ and have used at least ONE (1), but FEWER THAN TWO (2) sick or personal leave days from the first employee report day of the school year through January 31. **(\$200)**

\_\_\_\_\_ and have used at least TWO (2), but FEWER THAN THREE (3) sick or personal leave days from the first employee report day of the school year through January 31. **(\$100)**

-----  
\_\_\_\_\_ **I am an employee working FEWER THAN twenty-five (25) hours per week.**

Check ONE of the following in this section:

\_\_\_\_\_ and have used LESS THAN ONE (1) sick or personal leave day from the first employee report day of the school year through January 31. **(\$100)**

\_\_\_\_\_ and have used at least ONE (1), but FEWER THAN TWO (2) sick or personal leave days from the first employee report day of the school year through January 31. **(\$75)**

\_\_\_\_\_ and have used at least TWO (2), but FEWER THAN THREE (3) sick or personal leave days from the first employee report day of the school year through January 31. **(\$50)**

Date: \_\_\_\_\_  
Employee Signature Last 4 digits of SSN

**Be sure to sign, date and include the last 4 digits of Social Security Number and send this form to the TREASURER'S OFFICE BY FEBRUARY 9.**

**Merit incentive will be paid the second payroll in February.**



Brecksville-Broadview Heights City School District  
**Merit Incentive for Attendance**

**FOR EMPLOYEES WORKING FEWER THAN 203 DAYS**  
**From February 1 through the last report day of the school year**

Employee Name: \_\_\_\_\_ (Please print clearly)

\_\_\_\_\_ **I am an employee working TWENTY-FIVE (25) or MORE hours per week.**

Check ONE of the following in this section:

\_\_\_\_\_ and have used LESS THAN ONE (1) sick or personal leave day from February 15th through the last report day of the school year. **(\$350)**

\_\_\_\_\_ and have used at least ONE (1), but FEWER THAN TWO (2) sick or personal leave days from February 15th through the last report day of the school year. **(\$200)**

\_\_\_\_\_ and have used at least TWO (2), but FEWER THAN THREE (3) sick or personal leave days from February 1st through the last report day of the school year. **(\$100)**

-----  
\_\_\_\_\_ **I am an employee working FEWER THAN twenty-five (25) hours per week.**

Check ONE of the following in this section:

\_\_\_\_\_ and have used LESS THAN ONE (1) sick or personal leave day from February 1<sup>st</sup> through the last report day of the school year. **(\$100)**

\_\_\_\_\_ and have used at least ONE (1), but FEWER THAN TWO (2) sick or personal leave days from February 1st through the last report day of the school year. **(\$75)**

\_\_\_\_\_ and have used at least TWO (2), but FEWER THAN THREE (3) sick or personal leave days from February 15<sup>th</sup> through the last report day of the school year. **(\$50)**

Date: \_\_\_\_\_  
Employee Signature Last 4 digits of SSN

**Be sure to sign, date and Include the last 4 digits of Social Security Number and send this form to the TREASURER'S OFFICE BY JUNE 15**

**Merit incentive will be paid the first payroll in July.**

ATTACHMENT 19

Brecksville-Broadview Heights City School District

Education Stipend Request

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

Employee: \_\_\_\_\_ Building: \_\_\_\_\_

Request Reimbursement for:

\$ \_\_\_\_\_ for the \_\_\_\_\_ semester/quarter at

\_\_\_\_\_  
(Name of College, University or Organization Sponsoring Workshop/Course)

during the \_\_\_\_\_ school year.

Courses to be taken:

TITLE	HOURS	TUITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Totals:	_____

\_\_\_\_\_  
(Signature of Employee)

Upon completion of course work, employee must submit transcript or original documentation indicating that course work has been satisfactorily completed (i.e. a "passing" grade, having met the class requirements for receipt of a certificate/credit, etc.) along with proof of payment.

Accepted/Approved by: \_\_\_\_\_  
Superintendent's/Designee's Signature Date

COMMENT: