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STATE EMPLOYMENT  
RELATIONS NO. 22

2015 MAY 21 PM 2: 23

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
LITTLE MIAMI LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND THE  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,  
AFSCME LOCAL NO. 4, AFL-CIO LOCAL NO. 516

This Memorandum of Understanding is made this 17<sup>th</sup> day of March, 2015 by and between the Little Miami Local School District Board of Education ("Board") and the Ohio Association of Public School Employees, AFSCME Local No. 4, AFL-CIO Local No. 516 ("OAPSE").

WHEREAS, the Board and OAPSE are parties to a collective bargaining agreement ("Agreement") in effect from July 1, 2014 to June 30, 2017; and

WHEREAS, some questions and concerns have been raised by OAPSE related Article 17 – Calamity Days and the fact that the District will likely not require students to make up a substantial amount of school hours missed due to inclement weather as a result of recent changes in Ohio law whereby school districts are no longer required to calculate days but, instead, keep track of student attendance hours; and

WHEREAS, the Board and OAPSE have reached agreement to permanently amend Article 17 – Calamity Days and Article 8 – Sick Leave to more appropriately address the ability of employees to receive compensation for additional days beyond the first five (5) calamity days that school is closed as a result of a calamity and/or inclement weather.

NOW, THEREFORE, BE IT AGREED by and between the Little Miami Local School District Board of Education and Ohio Association of Public School Employees, AFSCME Local No. 4, AFL-CIO Local No. 516 as follows:

1. Article 17 – Calamity Days shall be revised as follows:

Section 1

- 1) In the event that the School District is closed or delayed due to an emergency, bad weather conditions, or other public calamity, employees shall suffer no loss of pay for up to a maximum of five (5) work days. After the first five (5) days of school being closed,

employees shall not receive pay for subsequent days unless the work day(s) are made up during the contract year.

- 2) When school is closed or delayed, notification of same shall be sent out and disseminated by radio and other means.
- 3) On those occasions when a School or all Schools are closed, employees who are requested to report to work on any day declared a Public Calamity shall be paid at the rate of two (2) times their regular hourly rate, for the first five (5) days schools are closed.
- 4) In the event it becomes necessary to close school after an employee shift has begun during any of the first five (5) days school is closed, the bargaining unit employee will be paid one and one-half (1 ½) their regular rate of pay for all hours worked. Bus Drivers shift begins fifteen (15) minutes prior to the start time of their route.
- 5) Any employee who has requested a Personal Leave Day, Sick Leave, or Vacation shall not be charged for that day if it occurs during one of the first 5 Calamity Days.
- 6) After the occurrence of five (5) calamity days pursuant to section 1 above, an employee must choose one of the following options as it relates to the additional calamity days number six (6) through ten (10) in a school year:
  - i. Submit the additional calamity days as "dock" days, or;
  - ii. Submit request to utilize any accumulated and unused personal leave, then;
  - iii. In the event an employee has exhausted all available personal leave, an employee may submit a request to utilize up to two (2) days of paid sick leave annually for a day the District has declared a calamity.
  - iv. This section does not apply to 12 month employees.

7) Employee must submit to the Treasurer's office, no later than five (5) work days after the occurrence of the sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) calamity day, the employee's official preference in writing related to leave for the calamity days. Failure or refusal to submit written documentation of the employee's request will result in a dock day and may result in disciplinary action.

2. Article 8 – Sick Leave shall be amended as follows:

Section 1

All non teaching employees shall be granted sick leave of one and one-quarter (1¼) days per month for a total of fifteen (15) days of sick leave for each year under contract. The accumulation of unused sick leave shall be unlimited. Sick leave days may be utilized with the following increments: ¼, ½, ¾, 1.

An employee shall present a statement from a physician after three consecutive days of use of sick leave. If no physician's statement is presented, the employee shall not be paid for those days. All doctor and dentist appointments shall be scheduled outside an employee's regular working hours. Exceptions to this section shall be determined by the superintendent and/or his designee after investigation. Unless it is an emergency, a waiver will not normally be granted.

Any employee failing to submit an affidavit of absence form within 24 hours of returning to work risks having the wages held for a period in question until such time that the form is received.

Sick leave payment will be made to the employees based on the regular number of hours he/she is scheduled to work on the day the employee is absent on sick leave.

## Section 2

Sick leave shall be granted for absence due to personal illness, pregnancy, related illness or condition, injury, exposure to contagious disease, and for absence due to illness, injury or death in the employee's immediate family. Immediate family, for the purpose of this Section, shall be:

1. Spouse, parents, parents-in-laws, children, grandparents.
2. Grandchildren or any other person when the employee is the legal guardian.
3. Grandchildren, sisters, brothers, sisters-in-law, brothers-in-law due to life threatening illness or in the event of a death.
4. Any other relative(s) living in the employee's household.
5. Aunt, uncle, niece, nephew, cousin in the event of a death.

The use of sick leave for death shall be limited to a maximum of 3 days per occurrence. Proof of death must be submitted prior to pay being released for sick leave due to the death of a family member as defined above.

## Section 3

Upon retirement, unused accumulated sick leave shall be converted into severance pay. The formula for payment shall be each employee shall have their first ten (10) days of accumulated sick leave converted to severance pay, and additionally, twenty-five percent (25%) of the employee's accumulated sick leave, from day eleven (11) on, shall be converted to severance pay to a maximum of sixty-six (66) days total. Payment shall be calculated by multiplying the employee's daily base rate, excluding supplemental pay, at the time of retirement by the total number of days or fractional parts thereof. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

## Section 4

Upon the death of an employee, the employee's estate shall be paid 25% of the employee's accumulated sick leave to a maximum of sixty six (66) days.

## Section 5

The Little Miami Board of Education will provide 12 weeks of unpaid annual leave to classified employees who have worked for the employer one year and for 1250 hours over the previous 12 months for the following reasons:

- \* to care for the employee's child after birth, or placement for adoption or foster care;
- \* to care for the employee's spouse, son or daughter, or parent who has a serious health condition;
- \* or, for a serious health condition that makes the employee unable to perform the employee's job.

The following requirements must be met:

- \* An application for unpaid leave must be completed thirty (30) days in advance when the leave is "foreseeable".
- \* Medical certification is required to support the leave request and a witness for duty report is required to return to work.

For the duration of the Family Medical Leave, the employee's health coverage will be maintained under the "group health plan" under the same conditions as other employees in the same classification and hours worked as stated in the collective bargaining agreement.

## Section 6

An employee on paid maternity leave during Christmas or Spring Break shall not have the breaks from regularly scheduled school counted toward maternity leave. The only exception to this rule is if the employee is on an unpaid maternity leave status.

## Section 7

If an employee is absent for more than six (6) "occurrences" in a work year, beginning with the seventh) occurrence, the following discipline

may be administered at the superintendent's discretion:

- A. 6<sup>th</sup> occurrence, employee receives verbal reprimand.
- B. 7<sup>th</sup> occurrence, employee receives written reprimand.
- C. 9<sup>th</sup> occurrence, employee receives one (1) day suspension without pay.
- D. 11<sup>th</sup> occurrence, employee receives three (3) days suspension without pay.
- E. After the 13<sup>th</sup> occurrence, the Board may consider additional suspensions up to and including termination.

Definition of "occurrence":  $\frac{1}{2}$  day =  $\frac{1}{2}$  occurrence;  $\frac{1}{4}$  day =  $\frac{1}{4}$  day occurrence; 1 day = 1 day occurrence unless used consecutively. If time exceeds  $\frac{1}{4}$ , but is less than  $\frac{1}{2}$  day, leave will be rounded to  $\frac{1}{2}$ , over  $\frac{1}{2}$  day rounds to  $\frac{3}{4}$ , over  $\frac{3}{4}$  day rounds to 1.0 day. Consecutive days absent from work as a result of illness or injury will count as a single occurrence. Absences from work for any of the following reasons shall not be considered an occurrence:

- A. Vacation;
- B. Personal leave for reasons other than illness;
- C. Religious observances;
- D. Bereavement leave;
- E. As determined by Superintendent or Designee;
- F. Union Leave;
- G. Use of sick leave, vacation, dock days or personal leave on a day for which the District has declared a calamity and closed school.

The work year will be defined to be July 1<sup>st</sup> through June 30<sup>th</sup> for the purpose of this provision. Each July 1<sup>st</sup> all employees shall start a new

zero occurrence balance and discipline shall start at the beginning of the progression table.

All discipline procedures related to this provision shall supersede the procedures and due process requirements prescribed by Ohio law. An employee may appeal discipline under this provision only through the Grievance process provided in Article 6. Any employee disciplined under this provision shall be given the right to an informal hearing and their representative with the superintendent or his/her designee at least twenty-four (24) hours prior to receiving a reprimand, suspension or termination. At such meeting the employee may provide written notice and/or documentation as to their illnesses and the purpose for the reason for the use of prior sick leave. Notification of such hearing shall be in writing, not less than forty-eight (48) hours prior.

The Board reserves the right to accelerate discipline measures when an employee fraudulently reports the use of sick leave.

#### Section 8

Any nine- or ten-month employee who uses two (2) days or less of combined personal and sick leave per school year shall receive, with the second paycheck following the last day of school, \$200.00. Any eleven- or twelve-month employee who uses three (3) days or less of combined personal and sick leave per fiscal year shall receive, with the second pay in July, \$250.00. These payments shall be paid in a separate paycheck at the end of the school year. Use of personal leave, sick leave or a dock day on a day for which the District has declared a calamity shall not be considered an "absence" when determining an employee's eligibility for this attendance incentive. This provision excludes 12 month employees.

3. All other provisions of the Agreement currently in effect between the parties hereto and not altered by this Memorandum of Understanding shall remain in full force and for the term of the Agreement. No other agreement shall serve to alter the provisions of the current Agreement unless agreed to in writing between the parties.

4. All parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and OAPSE.

5. This Memorandum of Understanding shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the LITTLE MIAMI LOCAL SCHOOL DISTRICT BOARD OF EDUCATION and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME LOCAL NO. 4, AFL-CIO LOCAL NO. 516 have executed this Memorandum of Understanding on the dates opposite their signatures.

LITTLE MIAMI LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

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

By: \_\_\_\_\_  
Superintendent

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

By: \_\_\_\_\_  
Board President

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

By: \_\_\_\_\_  
Board Treasurer

Approved as to form:

\_\_\_\_\_  
William M. Deters II

OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES, AFSCME LOCAL NO. 4, AFL-  
CIO LOCAL NO. 516

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

By: \_\_\_\_\_  
President

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

By: \_\_\_\_\_  
Vice President

Approved as to form:

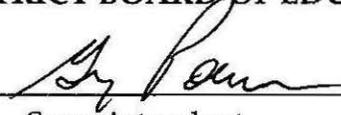
\_\_\_\_\_  
John Horn

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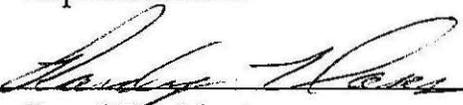
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LITTLE MIAMI LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

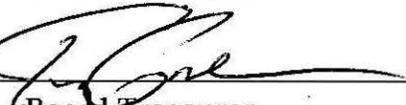
Date: \_\_\_\_\_

By:   
Superintendent

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

By:  3/15/15  
Board President 

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

By:   
Board Treasurer

Approved as to form:

\_\_\_\_\_  
William M. Deters II

OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES, AFSCME LOCAL NO. 4, AFL-  
CIO LOCAL NO. 516

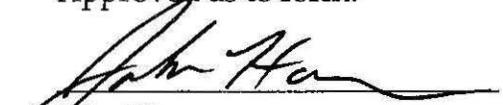
Date: \_\_\_\_\_

By:   
President

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

By: \_\_\_\_\_  
Vice President

Approved as to form:

  
John Horn

