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STATE EMPLOYMENT
RELATIONSHIP BOARD

Agreement

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between

THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT
OF THE
CITY OF OREGON CITY SCHOOLS

and

OAPSE/AFSCME Local 4/AFL-CIO
and it's
LOCAL 320 OF
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES



JULY 1, 2010 THROUGH JUNE 30, 2013

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GROUND RULES

1. PREAMBLE

Recognizing that providing a high quality education for the children of the Oregon City School District is the primary purpose of this school district, and that good morale in the classified staff is necessary for the best education of the children, we hereby declare that:

- A. The Board of Education, under law, has the final responsibility for establishing the policies of the district.
- B. The Superintendent and his staff have the responsibility of carrying out the policies established.
- C. Nothing contained in this Agreement shall prevent the Board from complying with the requirements of any applicable federal or state laws.

2. RECOGNITION

The Board of Education of the Oregon City Schools, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4/AFL-CIO and it's Local 320, hereinafter referred to as the Union, as the sole and exclusive bargaining representative for all employees now employed or to be employed.

The bargaining unit includes all classified employees employed by the Oregon School Board, excluding the secretary to the Superintendent of Schools and the secretaries to the Assistant Superintendent of Schools.

The recognition shall remain in effect for the term of the agreement.

3. PRINCIPLES

- A. Right to Join or Not to Join – All employees in the bargaining unit who ninety (90) days from the date of hire, or from the effective date of this agreement, whichever is later, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

Full time or regular short-term classified personnel have the right to join in, participate in, and assist the Union and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

- B. Fair Share – The fair share fee shall be certified to the Board by the Treasurer of the local Union.

The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require the written authorization of the employee.

Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction as provided herein.

Dues deductions shall be in months worked beginning with the month of September.

This fair share fee agreement between the Board and the Union does not require any employee to become a member of the Union. Nor shall the fair share fee exceed dues paid by the members of the Union who are in the same bargaining unit. An internal rebate procedure by the Union and payment by employees holding religious conscientious objections shall be governed by O.R.C. 4117.09©.

- C. Rights of Minorities and Individuals – The legal right inherent in the Revised Code of the State of Ohio and in the rulings and regulations of the Department of Education affecting classified personnel are in no way abridged by this agreement.
- D. “Good Faith” Negotiations – “Good Faith” requires that the Union and the Board be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obliged to give its reasons.

“Good Faith” requires both parties to recognize negotiations as a shared process.

- E. Indemnification of Board – The Union agrees to indemnify and save the Board harmless against any judgment for any cost expenses or other liability the Board might incur as a result of the implementation and enforcement of this service fee section. The Union agrees to represent the Board through its designated counsel to defend the Board in any court or administrative proceeding concerning this article; however, the Board may provide its own defense at any time it wishes.

4. AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Union to attempt to reach mutual understandings regarding matters related to terms and conditions of employment for members of the negotiating unit. The Board and the Union recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Oregon City School System.

5. PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. Negotiating Teams – The Board, or designated representative(s) of the Board, will meet with representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. The negotiating teams may call upon not more than two consultants. The expense of such consultants shall be borne by the party requesting them.
- B. Submission of Issues – The negotiating teams are to mutually establish the time for the presentation of proposals. No additional issues shall be submitted by either party following the submission of the above-mentioned proposals. All meetings shall be called at times mutually agreed by the parties.
- C. Negotiations Procedures – Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Union for the purpose of effecting a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph A above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached.

If agreement is not reached within sixty calendar days, the unresolved issue(s) shall be submitted to an Advisory Panel, as described in Paragraph G.
- D. Caucus – Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party a period of time, not to exceed fifteen minutes, to caucus, unless extended time is mutually agreed upon.
- E. Exchange of Information – Prior to and during the period of negotiations, the Board and the Union agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- F. Reaching Agreement – As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Union and the Board for approval. Following approval by the Union and by the Board, the Board shall, by resolution, adopt the agreement, as its official policy. The Union agrees to abide by the terms of the agreement and to take the necessary action to advise its members of the terms of the agreement.
- G. Procedure for Conducting Negotiations – In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse.

For the purpose of this Agreement, “impasse” shall be defined to mean when either party during negotiations determines that further negotiations are unlikely to lead to the resolution of outstanding issues.

1. If impasse is declared by either party, it shall pertain only to those issues where agreement, has not been reached between the parties.
2. After the declaration of such impasse, the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service with an attachment thereto itemizing those issues only which are outstanding.
3. The mediator assigned shall have the authority to request a meeting for the purpose of facilitating an agreement between the parties on those outstanding issues.
4. The mediator shall have no authority to recommend or to bind either party to this agreement.

6. IMPLEMENTATION AND AMENDMENT

This agreement shall become effective upon its approval by the Union and the Board. It may be amended by mutual consent of both parties. Negotiations shall be conducted in accordance with the procedures in this document, but such amendment proposals shall not be permitted during the negotiations period defined in Paragraphs C and G of Section 5.

NEGOTIATIONS AGREEMENT

1. ADMISSION TO ATHLETIC CONTESTS

All classified employees along with one guest will be admitted to all home contests at no charge. Photo identification cards will be taken once per year, within 15 working days of said request, for new employees or employees who have requested a new ID.

2. ADOPTION LEAVE

1. Upon request, a classified employee shall be granted two (2) days adoption leave with pay to be taken immediately before or following the adoption of a child. These two (2) days shall be charged to sick leave.
2. Unpaid Adoption Leave
 - A. The Oregon Board of Education shall grant a leave of absence for adoption without pay to any full time classified employee who has been employed for one or more years in the Oregon City Schools upon written request to the Superintendent of Schools for such a leave. A request shall be filed in writing not less than 30 days prior to the effective date of such a leave. The 30 day notice may be waived by the Superintendent of Schools under extreme and emergency situations. The request shall state the beginning and ending of such leave. Any classified employee who is able and does not return to work at the stated termination date of such leave shall be deemed as having abandoned his/her position.
 - B. A short term unpaid adoption leave may be granted for a specified period of time not to exceed ten (10) days.
 - C. An unpaid adoption leave may be granted for a period of time not to exceed six (6) calendar months.

Should the initial grant be for less than six (6) calendar months, an extension may be applied for thirty (30) days prior to the termination of the leave. In no case may the total time of the original leave plus the extended leave exceed six (5) calendar months.

- D. When an employee is on unpaid adoption leave for twenty (20) working days or more, he/she will pay the complete premium for benefits.
- E. An employee on unpaid adoption leave will not have the right to bid.

3. While on unpaid adoption leave, the employee will not receive sick leave credit.
4. Upon return from a leave authorized by this section, the classified employee shall return to the same position as that held at the time the leave was granted.

3. ADULT EDUCATION

Adult Education courses, **which relate to employee's job** will be offered to classified personnel with registration fees waived.

Classified personnel will receive a 50% discount on any course excluding EMT, Medical Office Technologies, or any full time job training package program.

If an employee' enrollment is the deciding factor of whether to run the class, either the employee or OAPSE Professional Growth Fund (if approved) will pay for the cost of the class. If the class has enough students to run the class, then the employee may attend free of charge. **Initially employee must pay for all of the class materials. If the employee requests reimbursement from the OAPSE Professional Growth Committee for the materials and the request is approved, the materials then become the property of OAPSE Local 320. Otherwise, they remain the property of them employee.**

4. AGREEMENT

The Board of Education agrees to provide Local 320, OAPSE with **175 booklets. Additionally, the printed agreement will be available electronically in a read-only format.**

5. ALCOHOL AND DRUG TESTING PROGRAM

The Oregon City School District will pay for required alcohol and drug testing expenses, **as afforded by law.**

Bus drivers required to be tested, when drug testing slip is handed to said driver during regular working hours, will be paid maximum of 2 hours for time involved in testing. This time will be paid at his/her regular rate.

On the first occurrence that an employee's test is positive for drugs and/or alcohol (**as defined by law**), the employee shall be required to attend a rehabilitation treatment program. The employee shall be afforded his/her available sick leave and/or a medical unpaid leave at his/her request.

The employee undergoing testing has the right to have the union representative with him/her if he/she feels it is warranted.

In the event of a grievance, test results may be released to the school bus driver and the union representative provided the driver has given his/her written consent.

The Oregon City School District must require a driver to submit to an alcohol/controlled substance test when the employer has reasonable suspicion to believe the driver has violated the alcohol or controlled substance prohibitions. The district will ensure that the administrator's/supervisor's determination that reasonable suspicion exists to require a drug and/or alcohol test must be based on specific, contemporaneous, articulate observations by a trained administrator/supervisor (minimal 2 hours alcohol/1 hour controlled substance) concerning the appearance, behavior, speech, or body odors of the employee. The administrator/supervisor must directly observe the behavior in question and may not rely on third-party reports of alcohol and drug misuse. An independent administrator shall conduct this test. If an independent administrator is not available, local law enforcement officials will be contacted to administer the test. If an employee's alcohol test results in a reading between .02 and .04, that employee shall receive a written reprimand, a twenty-four (24) hour unpaid suspension, and be required to attend an Employee Assistance Program. Transportation for Reasonable Suspicion Testing will be provided the employee.

Consequences for violation of the DOT/FHWA Alcohol and Substance regulations will be enforced.

Suspensions and terminations shall be subject to the grievance procedure.

6. AMERICAN LUNG ASSOCIATION CLASS

Employees enrolling in the American Lung Association Class for smoking cessation will be reimbursed within thirty (30) working days the cost following submission of receipt to his/her supervisor. This will be a one-time reimbursement.

7. ANNIVERSARY DATE

Salary, longevity, and personal leave are based on the nearest anniversary date to July 1.

8. ASSAULT LEAVE

Notwithstanding the provisions of Section 3319.14 of the Ohio Revised Code, the Oregon Board of Education will grant assault leave to a classified employee absent due to physical disability resulting from assault under the following conditions:

A classified employee who is absent due to disability resulting from an unprovoked attack upon said employee which assault occurs on Board of Education premises and in the course of said employee's employment shall, subject to the approval of the Superintendent, be granted up

to 15 working days assault leave. The period of such absence, as defined in this provision, shall be termed "assault leave". During such assault leave, said employee shall be maintained on full pay basis.

Assault shall be defined as intentional physical contact which results in injury. If permanently disabled, the employee shall apply for disability retirement and no assault leave shall be granted after such retirement has been approved. Before assault leave can be approved, the employee shall furnish the Superintendent with the following information:

1. A signed, written statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault and the names and addresses of participants, victim, and witnesses, to the extent available;
2. A signed, written statement from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; and
3. A signed, written statement of the employee's intent to file a criminal assault charge.

Falsification of either the written, signed statement of the events or circumstances surrounding the assault or the physician's statement shall be grounds for the disciplinary procedure.

Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee on leave granted under regulations adopted by the Board pursuant to 3319.08 of the Ohio Revised Code, or any other leave to which the employee is entitled. Assault leave benefits shall not be paid concurrently with worker's compensation wage benefits.

9. ATTENDANCE INCENTIVE

If an employee is not absent from work during the course of a contract year due to the taking of sick leave, personal leave, or leave without pay, the employer shall pay the following stipends to the employee:

1 hour employee	-	\$50.00
2-3 1/2 hour employee	-	\$100.00
Over 3 1/2-6 hour employee	-	\$200.00
Over 6-8 hour employee	-	\$300.00

The amount of the attendance incentive will be based upon the employee's job assignment on the last day of his/her contract year. This payment shall be made to the employee in the first paycheck in August. **Employees who voluntarily use sick leave for Workers' Compensation leave will not be penalized for taking such leave.**

Employees who elect not to use personal days will receive a 100% cash reimbursement or may roll over unused personal days into sick days 100% for each day not used as long as they have used no more than three (3) days sick leave in the fiscal year and have not used any unpaid

days. Those wishing 100% cash payment must notify the classified payroll clerk in writing by June 30th, otherwise the day(s) will be rolled over 100%. This payment shall be made to the employee in the first paycheck in August.

Employees who have used more than three (3) days sick leave will have their unused personal days rolled over into their sick days at 100%.

10. BULLETIN BOARDS

Bulletin boards shall be provided by the Board of Education in an area agreed upon by the building supervisor and the building representative (or an officer of Local 320).

All bulletin board material shall be kept in good taste and be placed under the direction of the officers of Local 320.

11. CALAMITY DAYS

On those days (or parts of days) which result in loss of opportunity to work and which are recognized as "CALAMITY DAYS" by the State Department of Education, the employee will be eligible to receive the usual rate of pay.

On days when school is delayed due to inclement weather, identified classified employees only are to report to work for the regularly scheduled time. Employees who are requested to report will receive equal compensatory time. All other employees will observe the delay. Employees who show up to work and were not requested by their supervisor will not receive compensatory time.

On days when school is delayed and subsequently canceled due to calamity days, classified employees will be sent home as soon as possible.

The **Transportation Phone** Network must be notified by 6:00 a.m. of the delay or cancellation. For all other employees: under most circumstances, delays will be **announced** by 7:00 a.m. on major **TV and/or radio** networks, **and by other means available**.

Persons on unpaid leave days that end up as calamity days will not receive pay for the calamity day. When a delay/calamity day is declared and an employee has taken sick, personal or vacation time, that time will be voided and credited back to the employee. Unpaid leave is the only exception where calamity time will not be paid.

Each head cook must respect the obligation of the cafeteria either by her efforts or make arrangements for the above with appropriate personnel.

All calamity days will be paid days.

Make Up Days:

Make up days are defined as days over-and-above the recognized number of calamity days by the State Board of Education and which, by law, need to be made up. All make up days will be paid at the normal rate of pay.

Starting with the first make up day, employees who work less than 12 months will only be paid when the time is worked. If the days are not made up, these employees' work schedules will be extended consecutively at the end of the school year to honor their number of contractual days. Twelve-month employees other than those requested will observe the delay or closure and receive their regular pay. Requested employees will receive compensatory time.

Compensatory Time:

Employees who are required to work on delays which turn into calamity days will receive compensatory time off. If an employee is required to work over eight (8) hours **and has a 40 hour work week**, he/she will receive time and one-half pay. Compensatory time cannot accrue over eight (8) hours in a working day. **No more than 10% of the employees in any department in a building may use compensatory time on any one day. The percentage would include any and all leaves on that day and the substitute availability. This will be on a first come, first served basis.**

The compensatory time earned in one fiscal year must be taken by the end of the following fiscal year. All compensatory time that has been earned prior to the signing of the 1998-2001 contract is grandfathered in and can be taken whenever said employee requests to use it or may have it reimbursed at the time of retirement or resignation.

Employees may elect to receive pay for accrued compensatory time earned. Employee must notify, in writing, the classified payroll clerk on or before June 30th of each year. Said payment will be made in July of said year.

12. CALENDAR(S)

Local 320, OAPSE, will provide input and have representative(s) on the district committee for the proposed school calendar(s). It is recognized by the bargaining unit that the Board of Education has the sole and final authority to design and adopt the school calendar.

A work calendar will be provided to all classified employees by **July 15, excluding transportation.**

Employees who do not have work in their regular position due to school calendar schedules will be asked to fill in at other positions within their department when other positions are available by departmental seniority. Employees who decline a position will not be paid. The day will be treated as an unpaid day.

Six hour custodians will work eight (8) days before **teachers' first official work day**. The six-hour custodians will start their day when the eight-hour custodians start their day.

13. COMMITTEES

OAPSE and the administration will form a committee to examine the classifications and departments. This will be addressed through the Labor Management Committee. This committee will develop/or:

- A. job task analysis for each position,
- B. minimal standards for each position,
- C. training and testing standards,
- D. provide input into appropriate staffing levels in new or renovated facilities,
- E. provide input in the re-organization of job schedules,
- F. provide input into clothing/uniform committee, and
- G. provide input into development of a safety committee.

13A. COMMITTEES – DISTRICT

When a classified employee is asked to serve on a committee, by the administration, where certificated personnel are being compensated, the classified employees shall also be compensated their hourly rate of pay. All classified employees serving on such committees must have prior approval from the Director of Business Affairs or his/her designee.

14. CRIMINAL BACKGROUND CHECKS

Current classified employees will adhere to all federal and state regulations regarding all criminal background checks. The full cost of such background checks shall be paid by the district.

15. CRISIS PREVENTION INTERVENTION/E R & D

All bargaining members are eligible to be trained/recertified in CPI. The following classifications are required to be trained/recertified in CPI: Bus drivers; **ED** & classroom paraprofessional; cafeteria, playground and bus monitors.

Required employees attending all hours necessary to become certified/recertified will be paid their normal hourly rate and the workbook will be included, if needed.

All bargaining members are eligible to attend ER & D classes with no compensation, if space is available. Any cost associated with college credit will be the responsibility of the bargaining member.

16. DISCIPLINARY PROCEDURE

A classified employee may only be disciplined or discharged for just cause. **An employee will be notified of any possible disciplinary action within 10 work days of the alleged infraction or the administrator/supervisor's knowledge of it.**

No classified employee shall be disciplined without first having an opportunity for a hearing with a Union representative being present.

First violation - shall be in the form of a verbal warning. A written copy of the verbal warning will be placed in the employee's file. The form will state that it is a "written copy" of the verbal warning for clarity purposes.

Second violation - shall be in the form of a written warning. A copy of the written warning will be placed in the employee's file.

Third violation - shall be in the form of a three (3) day suspension without pay.

Fourth violation - shall be in the form of a five (5) day suspension without pay.

Fifth violation - shall be cause for discharge.

An employee may be suspended pending a hearing only where the charges of theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during working hours, physical violence, offenses involving misconduct or insubordination, lack of job performance, offenses involving moral turpitude, and sexual harassment.

Any type of audio/video/message recordings will not be used against any employee in a disciplinary procedure.

In disciplining an employee, the Board may use only disciplinary infractions that accrued over the previous twenty four (24) months.

Suspensions and terminations shall be subject to the grievance procedure.

17. DISPENSING OF MEDICATIONS

No bargaining unit members (other than nursing attendant) shall be required to dispense medication or medical treatment to any student, **unless identified in a building's first aid/medication contingency list. Inclusion on this list is voluntary and confirmed at least annually by the building principal.** This agreement shall not prohibit any member from voluntarily dispensing medications or providing health care procedures to the students in the district.

18. DISTRICT LEADERSHIP TEAM

Purpose and Scope

The District Leadership Team (DLT) shall work through the consensus decision-making process to address issues facing the District including but not limited to, district improvement plans, feedback on district leadership and school climate, staff evaluation instrument, etc.

The DLT may charge committees to address such issues through the consensus building decision-making process.

The District Leadership Team shall not negotiate terms and conditions of employment.

Only OCFT and administrators shall serve on committees addressing issues exclusive to teachers.

Only OAPSE and administrators shall serve on committees addressing issues exclusive to classified staff.

Membership

The OAPSE President may appoint no more than five (5) members to the District Leadership Team or any charged District Leadership Team committee. The Superintendent may appoint administrators to the DLT or any charged DLT committee. Experts and resource people may be invited, as needed, through mutual agreement of the members of the DLT.

Meetings

District Leadership Team meetings shall be mutually scheduled to have minimum impact on teaching, learning, and support services and when such meetings are mutually scheduled during the employee's scheduled work day, said employee shall suffer no loss in pay and the Board shall provide, in ordinary circumstances, a substitute for employees for team meetings. Service on DLT committees is voluntary (i.e. employees shall not be entitled to any payment for service on such committees) and shall be mutually scheduled.

Decision Making Process

Both the district and building leadership teams shall make decisions through “pure consensus.”

A pure consensus decision represents a reasonable decision that all members of the team can accept. It is not necessarily the optimal decision for each member. When all the group members feel this way, pure consensus has been reached. This means that a single team member can block consensus if he/she feels that it is necessary.

Conflict-reducing techniques such as majority vote, averaging, coin toss or bargaining will be avoided. *Under no circumstances can the terms or conditions of employment be bargained through this Article.*

Differences of opinion are natural and to be expected. They will be sought and valued. Everyone will be involved in the decision process. We recognize that disagreements can improve the group’s decision. With a wider range of information and opinions, there is a greater chance the group will hit upon a more feasible or satisfactory solution.

Contingency Steps if Consensus Cannot Be Reached - *District Leadership Team*

Step One: The DLT shall attempt to reach pure consensus.

Step Two: If pure consensus cannot be reached at the DLT level, the issue shall then go the Superintendent.

Step Three: The Superintendent has final decision-making authority on the issue.

19. DOUBLE-SCHEDULED POSITIONS

When more than one (1) classified employee reports for the same position due to a documented scheduling error, the classified employee with the higher seniority will work the said position. The lower seniority classified employee has the option to work for two (2) hours and be paid at said position rate or to decline the work with no compensation. The supervisor may authorize additional time, if necessary.

20. DURATION AND BINDER CLAUSE

This agreement shall be in effect as of July 1, 2010 and shall continue in effect through June 30, 2013. Local 320, Ohio Association of Public School Employees/AFSMCE Local 4/AFL-CIO, will not engage in or encourage strike action/work stoppage of any type during the life of this agreement. Agreements reached between the Oregon Board of Education negotiating team and Local 320, OAPSE/AFSMCE Local 4/AFL-CIO, negotiating team shall become binding

upon the Board of Education and Local 320, OAPSE/AFSMCE Local 4/AFL-CIO, immediately following ratification by Local 320, OAPSE/AFSMCE Local 4/AFL-CIO, and the Oregon Board of Education or their representative personnel.

The contract will be re-opened for wages and benefits Spring, 2011.

21. EXTRA CALLS/BUILDING CHECKS

Whenever a classified employee is called into work by his/her supervisor for an emergency, he/she will be paid a minimum of three (3) hours at time and one half (1 ½).

When an employee is directed by his/her supervisor to extend his/her day, either in the morning or afternoon, the employee will be paid time and one-half for any extended time over forty (40) hours in one week. Weekend building checks are excluded.

Weekend building checks, which may include additional work, in all schools by custodial personnel on Saturdays, Sundays, or holidays will be two (2) hours at time and one-half. A custodian may elect to work less than the hours mentioned above if he/she feels that his/her services will be sufficient for the situation. However, he/she will be paid only for the time as indicated on his/her time sheet.

Classified employees responsible for heating of buildings when anticipating absence must phone their supervisor in sufficient time so that a replacement could provide the necessary services.

When school facilities are used for any activity outside of normally scheduled hours and the activity requires custodial services beyond normal services, a custodian shall be scheduled to clean the affected area and attend to other custodial needs within the building. The required time for the specific assignment will be established by the employer. All work performed on Saturdays, Sundays, or holidays for outside profit making organizations who are paying custodial staff will be at double time.

22. FAMILY AND MEDICAL LEAVE ACT

The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits beyond those provided in this agreement, those incremental leave of absence rights and benefits shall be accorded to classified staff.

Basic leave entitlement is up to 12 weeks unpaid leave during a 12-month period for birth of a child, adoption, foster care of a child, care for a spouse, child, or parent who has a "serious health condition" or a "serious health condition" which makes the employee unable to perform his or her job functions.

Employees who need Family and Medical Leave Act leave for their own or a family member's serious health condition must provide medical certification (see employee application form and federal form in Appendix) from a health care provider of the condition. The Board also may delay or deny approval of leave for lack of proper medical certification.

Any other leave of absence which would qualify for the Family and Medical Leave Act leave of absence shall be charged against the employee's entitlement to Family and Medical Leave Act leave of absence. All leaves of absence qualifying for Family and Medical Leave Act leave of absence shall first be charged against all other forms of paid absence and occurs concurrently with the Family Medical Leave Act leave of absence.

If an employee fails to return to work at the conclusion of an Family and Medical Leave Act approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment. If there are extenuating circumstances, a written request, filed within ten (1) working days of the employee being notified, may be submitted to the Superintendent requesting employee not be terminated. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

Employees working less than 12 months will have their eligibility, in regards to the minimum hours worked over the previous 12 months, prorated in an equivalent manner (the employee's number of hours per year divided by the 1,250 hour requirement in Federal Law).

When family medical leave is foreseeable, the employee shall notify the superintendent in writing of his/her request for leave at least 30 days prior to the date that the leave is to begin, if possible (see form in Appendix). When the leave is not foreseeable, the employee shall give notice as early as is practical. The employee shall not be denied family medical leave for failure to meet the above notification requirements.

The board may be entitled to recover health care premiums during the leave if the employee fails to return to work. This will not be the case if the failure to return to work is because of the continuation, recurrence, or onset of a serious health condition – either the employee's own or that of an immediate family member for whom they are needed to care, or due to other circumstances beyond the control of the employee.

23. FITNESS CENTER

All classified employees and spouses may obtain membership to the Clay High School Fitness Center with a \$20 initiation fee and a \$10 annual membership fee. Employees and spouses enrolled in the wellness program will have the \$20 initiation fee waived.

24. GRIEVANCE PROCEDURES

COMPLAINT – The employee with a concern must first discuss the matter with their supervisor with the objective of resolving the matter informally and may request union representation, if desired.

- A. Definition: A grievance is a complaint by an employee, as defined under Union Recognition, that there is a violation, misinterpretation, or misapplication of the provision of this agreement or of established policy which is outlined by this agreement. As used in this article, the term employee shall mean an individual or a group of employees having the same grievance.
- B. Formal Procedure: The formal grievance procedure shall be the exclusive right of Local 320, OAPSE. The grievance committee has the right to exercise judgment as to whether a bona fide grievance exists. If the grievance committee determines that the employee is not justified in his or her grievance, the grievance committee is under no legal or moral requirement to process it.

STEP 1

- A. The grievance must be submitted to the supervisor or administrator concerned within ten (10) work days of its occurrence or of the grievant's or Local 320, OAPSE's, awareness of its occurrence. The grievance form must be obtained from Local 320 President or his/her designee (see sample form in Appendix).
- B. Within ten (10) work days after receiving the grievance, the supervisor must state his/her decision in writing, together with the supporting reasons, and shall furnish one copy to the employee and Local 320, OAPSE.

STEP 2

Within ten (10) work days after receiving the decision of the supervisor, the aggrieved employee may – through the Local 320, OAPSE representative or Local 320, OAPSE, in its own name – appeal from the decision at Step 1 to the Director of Business Affairs or his/her designee. The appeal shall be in writing and shall be accompanied by a copy of the decision and all written statements used in Step 1.

- A. Within ten (10) work days after delivery of the appeal, the Director of Business Affairs shall investigate the grievance, giving all persons who participated in Step 1 and representatives from Local 320, OAPSE, a reasonable opportunity to be heard.
- B. Within ten (10) work days after delivery of the appeal the Director of Business Affairs must communicate his/her decision in writing, together with supporting reasons, to the aggrieved employee and a copy to the union President.

STEP 3

Within ten (10) work days after receiving the decision of the Director of Business Affairs, the aggrieved employee may – through Local 320, OAPSE representative or Local 320, OAPSE, in its own name – may appeal from the decision at Step 1 to the Superintendent. The appeal shall be in writing and shall be accompanied by a copy of the decision and all written statements used in Step 1 and Step 2.

- A. Within ten (10) work days after delivery of the appeal, the Superintendent must investigate the grievance, giving all persons who participated in Step 1 and Step 2 representatives from Local 320, OAPSE, a reasonable opportunity to be heard.
- B. Within ten (10) work days after delivery of the appeal the Superintendent must communicate his/her decision in writing, together with supporting reasons, to the aggrieved employee and a copy to the union President.

ARBITRATION

- 1. A grievance which is not resolved at Step 3 under the grievance procedure, may be submitted by Local 320, OAPSE, to arbitration.
 - a. Any grievance under this agreement can be submitted to binding arbitration under the rules of the Toledo Labor Management Citizens Committee.
- 2. The Toledo Labor Management Citizens Committee will provide a list of arbitrators which must be mutually agreed to by the Board of Education and Local 320, OAPSE, or its representatives. Local 320, OAPSE, and the Board of Education shall select an arbitrator through the process of elimination.
 - a. The procedure that will be used by the arbitrator will be in accordance with the procedures, practices, and rules of the Toledo Labor Management Citizens Committee. The findings made by the arbitrators shall be made public and immediately given to the Oregon Board of Education for action.
- 3. Notice of intention to request submission to arbitration subsection 1.a. above must be in writing addressed to the Superintendent of Schools. Local 320, and The Board of Education will jointly request that the Toledo Labor Management Citizens Committee provide a list of arbitrator.
- 4. The arbitrator shall be bound by and must comply with all the terms of this agreement. They shall have no power to add to, delete from, or to modify in any way any of the provisions of this agreement.

The decision of and the awards made by the arbitrators shall be binding upon both parties and all employees during the life of this agreement. Fees and expenses of the arbitrator shall be borne equally by both parties.

GENERAL PROVISIONS:

- 1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons including witnesses entitled to be present to attend.

When such hearings are held during scheduled work hours, all employees who are directly involved at the hearings will be excused for that purpose with pay. The time of the hearings will be mutually agreed to by Local 320, OAPSE, and the Board of Education.

2. The fact that a grievance is raised by an employee regardless of its ultimate disposition shall not be reported in the employee's file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
3. No grievant at any state of the formal grievance procedure will be required to meet with any administrator without Local 320, OAPSE representation concerning the grievance.
4. If a grievance arises from the action of authority higher than the supervisor, the grievant and/or Local 320, OAPSE, may present such grievance directly to the authority involved. If the grievance is not satisfactorily resolved at this meeting, the grievant of Local 320, OAPSE, may proceed.
5. If a grievance is of such nature as to require immediate action such as may be required in transfer cases, the person acting for Local 320, OAPSE, may appeal immediately to the officer or person empowered to act, and said officer or person will attempt to resolve the matter jointly with the Local 320, OAPSE, representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3.
6. Failure at any step of the procedure to communicate with the decision on a grievance within the specified time limits shall permit lodging on appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
7. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.
8. If grievance is settled, grievant will receive a copy of the grievance with the resolution. If the resolution includes payment of wages the grievant will receive said payment within 15 working days.

25. HOLIDAY PAY

Classified employees are entitled to the following holidays with pay if these same holidays occur during the work year:

New Year's Day, President's Day, Martin Luther King Day, Good Friday,

Memorial Day, July 4th, Labor Day, Thanksgiving Day and Friday following Thanksgiving, December 24th and Christmas Day, New Year's Eve Day.

Use of Personal leave or unpaid leave will result in loss of holiday pay. (relocated sentence)

To be eligible for payment for the above, the employee must work their full day on the last scheduled work day prior to the holiday as well as the next scheduled full work day following such holiday. **Under extenuating circumstances, a request may be submitted in writing to the superintendent within ten (10) working days of the occurrence to ask for an exception to the holiday pay language. Documentation that substantiates school and/or family related obligations (i.e. graduation) must accompany the request.** The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

Work required on a holiday will be compensated at a rate of time and one-half.

When a holiday falls on a non-scheduled work day for those employees who do not work five-day weeks, the employees will be paid for the holiday for the number of hours of their longest normal day.

26. INSURANCE

Hospitalization, medical and major medical, dental, **vision**, prescription drug, and mail-order prescription drug programs will be provided to employees.

Classified employees covered under this agreement who work four hours or less daily shall receive one-half (1/2) of the 90% Board of Education contribution. Employees working more than four hours daily shall receive the 90% Board of Education contribution for hospitalization. "Work hours" are the hours as the job(s) was bid.

The Board will purchase hospitalization, medical, major medical, and prescription drug insurance from AETNA Insurance for its classified employees.

If the Board of Education changes carriers, the benefits shall be equal to or better than the present coverage.

The Board of Education will provide **vision insurance**, to the employees beginning **July 1, 2010**. The Board of Education will pay 100% for this plan.

The Board of Education will contribute 100% for a dental plan.

For fiscal year 2010-2011only, employees may choose one from the following options which will be effective/paid November, 2010:

- The Board will deposit \$375.00 into Section 125 Plan, OR**
- The Board will provide Insurance Holiday in amount of \$375.00, OR**
- The Board will provide stipend for \$315.00 (\$375.00 *84%)**

A selection form will be provided to employees at the beginning of the school year on which employees will mark their choice.

The Board of Education shall provide \$50,000 of term life, accidental death and dismemberment insurance for all classified employees payable at the death of the employee effective July 1, 2003.

Term life insurance will be offered, via payroll deduction, for purchase by employees. Enrollment in this program will be at the discretion of the employee. The program will allow the purchase of term life insurance for the employee, their spouse, and children.

Death benefits will be payable to the employee's beneficiary, if not applicable then to the employee's estate.

27. JOB DESCRIPTIONS

For each classification, job descriptions will be maintained. Said descriptions shall be reviewed and revised jointly by the employer and the OAPSE Local 320 via a mutually designed schedule. The descriptions shall be distributed to all district buildings bound in a notebook and marked clearly "OAPSE Job Descriptions". An employee shall be furnished with a copy of his/her job description at the time he/she takes a new job assignment. A notebook of job descriptions will be supplied to the Union President.

28. JURY DUTY/SUBPOENA

Classified employees who are required to serve on jury duty and/or are served with a subpoena to appear in court during their assigned working hours will notify, by telephone and/or in writing, to verify to their supervisor as soon as possible of their jury duty or subpoena. Employees will receive full salary for the period of such service **not to exceed their normal working day**. The employee will provide official court documentation of their days on jury duty or subpoena. **However, when the employee is the primary plaintiff in a suit against the board or involved in court action resulting from ownership in a business venture, he/she will not receive compensation.**

29. LABOR MANAGEMENT COMMITTEE

The Labor Management team will consist of 6 union members and 6 administration members. They will have regular scheduled meeting dates, same day every month for the school year. There will be a chairmanship which will alternate yearly. Decisions must have a quorum of 4 union members and 4 administration members. Minutes will be taken by the Superintendent's secretary or the Assistant Superintendent's secretary.

30. LONGEVITY

Classified employees will be paid according to the following schedule in addition to the regular salary schedule(s) following completion of the seventh (7) year of service as a classified employee of a public educational institution in Ohio. Hours will be rounded up or down. Longevity will be paid the first paycheck in December. **For the FY 2010-2011, fifty dollars (\$50.00) will be added to each step/amount listed below.**

SEVEN YEARS

Hours	9 months	10 months	11 months	12 months
	Up to 206 days	207 to 218 days	219 to 245 days	+ 246 days
3	\$140	\$150	\$165	\$180
4	\$180	\$200	\$215	\$230
5	\$220	\$240	\$260	\$280
6	\$255	\$280	\$308	\$335
7-8	\$335	\$370	\$405	\$440

Classified employees who have completed ten (10) years of service will be paid according to the following schedule in addition to their regular salary schedule(s). Hours will be rounded up or down. Longevity will be paid the first paycheck in December.

TEN YEARS

Hours	9 months	10 months	11 months	12 months
	Up to 206 days	207 to 218 days	219 to 245 days	+ 246 days
3	\$160	\$180	\$195	\$210
4	\$210	\$230	\$250	\$270
5	\$255	\$280	\$308	\$335
6	\$300	\$335	\$365	\$395
7-8	\$395	\$440	\$478	\$515

Classified employees who have completed twenty (20) years of service will be paid according to the following schedule in addition to their regular salary schedule(s). Hours will be rounded up or down. Longevity will be paid the first paycheck in December.

TWENTY YEARS

Hours	9 months	10 months	11 months	12 months
	Up to 206 days	207 to 218 days	219 to 245 days	+ 246 days
3	\$190	\$205	\$220	\$235
4	\$235	\$255	\$278	\$300
5	\$280	\$310	\$335	\$360
6	\$330	\$360	\$390	\$420
7-8	\$420	\$465	\$503	\$540

Longevity benefits will be based on the nearest anniversary date to July 1. June 30th shall be cut off date for what position longevity is paid at. **Longevity hours will be based on hours worked up to June 30th of the appropriate year.**

In accordance with the Ohio Revised Code “a nonteaching school employee is authorized to include prior service to the state or any of its political subdivisions with that of his/her present continuous employment in determining the number of weeks of paid vacation to which he/she is entitled.” Per letter dated 9/2/99, it was agreed that both Longevity and Vacation Leave would be covered in determining the length of service. **Verification of prior service is the responsibility of the employee and the verification must have the service years credit breakdown year by year.** The employee must provide to the Classified Payroll Clerk verification from the past employers by October 1st.

31. LUNCH BREAKS

Employees working for five consecutive hours or more on their primary position may have one-half hour for a paid lunch. In order to be eligible for this paid lunch, the employee must be able to perform his/her regular duties, if required. This may cause interruption of the employee’s lunchtime, and the employee will be granted alternate time to complete their lunch.

32. MANAGEMENT RIGHTS

This agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Union and constitutes the entire agreement between the parties. In accordance with Ohio Revised Code Sections 4117.08, 4117.09, and 4117.10(A), the provisions of this agreement shall supersede, control and govern the relationship of the parties in place of provisions included in Ohio Law, including the rights of the Board as set out in Section 4117.08 which are not in conflict with the provisions of this agreement.

33. MILEAGE

Authorized travel will be reimbursed at the current IRS rate.

34. NON-DISCRIMINATION

It is a condition of this agreement, as agreed by both parties, to provide equal opportunity to all employees and to prohibit any discrimination because of race, religion, sex, marital status, national origin, age, handicap or political affiliation.

All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

Nothing in this contract shall provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by state and federal laws.

35. OCCUPATIONAL SAFETY AND HEALTH

The Board retains exclusive authority to adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety and Health, by the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted under the authority of Chapter 4167. The Board is entitled to or may adopt and implement such policies and procedures with the obligation to bargain the effects with OAPSE.

Report Internally First

The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither OAPSE nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations (with the exception of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, in which case the procedures in (2) shall be followed) until the following procedure has been exhausted:

- A. A bargaining unit member or OAPSE representative must first bring an alleged health or safety violation to the attention of the affected bargaining unit member(s)' immediate supervisor within two (2) work days of the occurrence of the alleged violation.
- B. If the immediate supervisor does not resolve the alleged violation to the satisfaction of the complaining party, the bargaining unit member or OAPSE may appeal the complaint to the business manager or designee by filing a written appeal with the business manager or designee within one (1) work day of the response of the immediate supervisor. The business manager or designee shall meet with the complaining party in an attempt to resolve the alleged violation. Within not more than three (3) work days after the conference, the business manager or designee shall provide a written response to the alleged violation.

Board's Right to Reassign

Before exercising his/her right to refuse work under O.R.C.. Section 4167.06 because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, the bargaining unit member must immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or ameliorated.

Claims of Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in O.R.C. Chapter 4167 or any violation of this Article shall use the grievance procedure of this Agreement to assert such claim. The grievance procedure of this Agreement shall be the exclusive means for a bargaining unit member to assert such claim, to the exclusion of any other means of challenge. No employee shall be subject to discrimination as a result of reporting any condition regarding safety, health and sanitation.

36. OVERTIME

Time worked in excess of forty (40) hours per **payroll** week (**Friday through Thursday**) shall be compensated at the rate of time and one-half. **Holiday time and sick time will count toward the forty (40) hours.** Whenever possible, overtime shall be offered to regular employees within the department in that building based upon system-wide seniority. If adequate coverage is not available, the overtime will then be offered within the classification to the other employees by system-wide seniority. Emergency call-ins performed on Sundays or holidays will be paid at double time.

Cafeteria employees shall also be paid time and one-half when working to provide a banquet in a school building. No kitchen area shall be utilized without a head cook or her designee.

37. PAY DAY

Full time classified personnel will be paid in twenty-six (26) installments, except in years when this would result in twenty-seven (27) pay periods. Less than 12 month employees have the option to have their pay checks paid in 26 installments, written notification must be to the Payroll Department by August 1st.—Anyone who bids more than one time in a school year, said employee, may not be guaranteed the twenty-six (26) pay installment option.

All employees must sign up for direct deposit. Electronic and paper pay stubs will be available.

When pay day falls on a day on which there is no school, workers will be paid on the day preceding such a break in the school schedule providing that the break does not occur more than three days prior to their regularly scheduled pay. A uniform time sheet for all employees will be used.

If an error is made in an employee's pay, either over-pay or shortage, the correction will be made on the following paycheck after notification of the error. **In certain circumstances an error correction can be made as soon as possible when the treasurer is notified of an error.**

All employees will receive a copy of their individual compensatory time record once per year by October 15th **which will include** a detailed statement including dates and hours earned/taken.

38. PEOPLE DEDUCTION

The employer agrees to deduct from the wages of any OAPSE employee a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee by November 1, any year and may be revoked by the employee at any time given written notice to both the employer and the State Union Treasurer. If an OAPSE member stops the PEOPLE deduction he/she may not re-enroll until the following November. The employer agrees to remit any deductions made pursuant to this provision to the State Union Treasurer together with an itemized statement showing the same of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

39. PERSONAL LEAVE

Personal leave shall be granted each year upon proper application (see form in Appendix) and in accordance with the following:

1. The employee must notify his/her supervisor of his/her intent to take the leave 72 hours in advance except in emergency situations.
2. The employee may not use personal leave for the following purposes:
 - A. Harassment
 - B. Work stoppage
 - C. Withholding of services
3. Personal leave may not be used for any other leaves covered by this Agreement.
4. Personal leave of three (3) days per year **for employees working up to 218 days, four (4) days per year for employees working 219 through 239, and three (3) days for employees working 240+ days** will be granted in accordance with the fiscal year (July 1) and are non-accumulative, and must be taken in ½ or whole day increments.

5. If personal leave is used a day before or after a holiday, the employee is not eligible for holiday pay. **Under extenuating circumstances, a request may be submitted in writing to the superintendent within ten (10) working days of the occurrence to ask for an exception to the holiday pay language. Documentation that substantiates school and/or family related obligations (i.e. graduation) must accompany the request. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.**
6. Violation of any personal leave policy by obtaining leave under false pretenses or using leave for purposes not approved in this agreement is grounds for dismissal and applies to both probationary employees and those on continuing status.
7. No more than 10% of the employees in any department in your building may use personal leave on any one day. The percentage would include any and all leaves on that day and the substitute availability. **This will be on a first come, first served basis.**
8. A new employee's personal leave days will be pro-rated on the remainder of their year over their total year.
9. Personal day requests will be dated and time received noted for bookkeeping purposes. Personal days will be granted on a first come, first served basis. If personal leave requests are received on the same day and time for the same date(s) and granted, then seniority rules. Administrators/supervisors will either approve or deny (with reason) Personal Leave requests within ten (10) working days and return to said employee after submission. Employees may only request Personal Leave during their work calendar year.
10. Personal Leave may not be used on the last day of school. Under extenuating circumstances, a request in writing to waive this may be submitted to the Superintendent. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

For employees who hold more than one position:

11. If an employee needs to use personal leave for any portion of their work day, it must be done in ½ or whole day increments. The calculation for charging the personal leave will be done by dividing the number of hours off by the total hours normally worked in the day by rounding up to the nearest ½ or whole day increments.

Employees who elect not to use personal days will receive a 100% cash reimbursement or may roll over unused personal days into sick days 100% for each day not used as long as they have used no more than three (3) days sick leave in the fiscal year and have not used any unpaid days. Those wishing 100% cash payment must notify the classified payroll clerk in writing by June 30th, otherwise the day(s) will be rolled over 100%. This payment shall be made to the employee in the first paycheck in August.

40. PERSONNEL FILES

Personnel files may be viewed when requested forty-eight (48) hours in advance. Employees may have a copy of their personnel file once per school year if requested. The copy will be given to said employee within forty-eight (48) hours after the request is received.

Anything derogatory that is placed in said personnel file must be initialed by the employee. Initials only acknowledge that it is being placed in the file, not that the employee agrees.

Employees shall be notified, verbally or in writing, of all requests for information from their personnel files at the time of said requests, except for requests by administrators and members of the Board. This notification shall include the name of the person seeking information and the nature of the information sought.

There shall be only one (1) personnel file for each employee which shall be kept in the central office in lockable files.

41. PHYSICAL EXAMINATION/LICENSES

Some classified employees of the Board of Education are required by law to have an annual physical examination. For these individuals, the Board will pay the cost of the physical examination. The physicals will be conducted by Board appointed physicians or facilities.

The Board will pay up to \$50.00 per school bus driver for testing related to the knowledge and driving test as prescribed by the State of Ohio (this includes all employees who have a CDL with school bus endorsement).

The Board will pay all costs for certificates/licenses or the renewal thereof, that must be obtained for job related duties.

42. PLANNED 2 HOUR DELAY DAYS

All paraprofessionals will attend district provided meetings/trainings pertinent to their positions. They will have a sign in sheet which will include their arrival time. Written notice of the topic, place and time of the meeting/training will be sent to each paraprofessional at least two (2) weeks prior to the event.

43. PROBATIONARY STATUS

The probationary period for newly hired classified employees shall be ninety (90) calendar days. The employer shall provide new employees a packet of information regarding the district, union, and insurance benefits within ten (10) working days of starting their position.

Anyone in their ninety (90) day probationary period can not bid for another job. They may, however, put in a request and awarded said position in the event no other employee in the bargaining unit bids on said position.

Anyone in their ninety (90) day probationary period can not request any Personal Leave Days. After the ninety (90) day probationary period is over, Personal Leave Days granted through this agreement may be used in accordance with said agreement.

44. PROFESSIONAL GROWTH

A professional growth fund of \$5,000 per year will be established for classified employees. A committee consisting of two OAPSE members, appointed by the President, and one administrator will administer the program.

The committee will meet monthly to discuss and consider approval of payment(s) for class fees and to make modifications for the program, including attendance of workshops outside their normal work hours/calendar through this fund.

45. PROFESSIONAL MEETING DAYS

OAPSE, Local 320, shall receive two hundred forty (240) hours per calendar year to attend to union business, as approved by the Union Executive Committee. The employee shall submit to the Superintendent, on the absence form provided, the amount of time used to attend to union business.

The employee's direct supervisor will decide which meeting the employee is required or directed to attend, and in those situations, the employee will be paid for the hours in attendance at the meeting. **Purchase orders must be acquired prior to attendance at the meeting/training.** Suggested guidelines for meal allowances are:

Breakfast	\$5.00
Lunch	\$8.00
Dinner	\$15.00

Receipts are required for all meals.

When an employee(s) attend an out of district meeting/**training**, he/she will be paid for that day's total scheduled work hours or the length of the meeting/**training** (whichever is greater) and the round trip travel time. Travel time will be based on mileage at of an average of 50 mph.

When an employee is assigned to accompany a student to camp the employee will receive regular pay for the normal work/school day plus \$75.00 per night.

District Inservice Day—Employees will refer to their individualized work calendar to see if they are to attend/work the District Inservice Day. Those employees whose calendar reflects they do not attend/work the District Inservice Day and the administrator deems it necessary for them to attend the District Inservice Day, the employee will receive a memo requesting attendance ten (10) working days before the District Inservice Day. The employee is expected to attend, under extenuating circumstances, a request in writing waiving this requirement may be submitted to the Superintendent. The Superintendent will respond within ten (10) working days after receiving the request indicating his/her final decision.

46. PUPIL DISCIPLINE

When a conference involving the parents, students, or supervisor is called, the employee's presence may be necessary. The supervisor will notify the employee in advance of the meeting. A complete student discipline procedure is in the current Oregon City Schools' Policy Manual.

The employee will be paid their rate of pay if they are required to attend a conference.

A classified employee will be on the playground to assist the regular playground teacher during noon recess. All attempts will be made to maintain a ratio of students to employees 75 to 1.

47. PUBLIC RELATIONS

The officers and members of Local 320, OAPSE acknowledge individual and organizational responsibility to work for and support the administration and the Board of Education in their efforts to provide the highest quality of services possible.

48. REASONABLE ACCOMMODATIONS

In order to provide a reasonable accommodation to a disabled employee, in accordance with state and federal law, the Board may transfer the employee following agreement with the union.

49. RETIRE-REHIRE

The Oregon Board of Education agrees to provide a Retire/Rehire Program to the bargaining unit members who meet the eligibility provisions:

- 1. Qualification Requirement - In order to be eligible for the Retire/Rehire Program, the individual OAPSE member must meet the following criteria:**
 - a. Be a member of OAPSE Local 320 in good standing at the time of application and effective date of participation in the program;**

- b. A unit member choosing to participate in this program shall notify the Director of Business Affairs in writing of their intent to participate in the Retire/Rehire Program;
 - c. The unit member must officially retire no later than June 30 of the retirement year; and
 - d. The rehired unit member will return after the 60th day of retirement. Until then said position will be filled under the Upgrade section of the negotiated contract or with a substitute.
2. All working conditions and benefits shall be consistent with the other unit members of the local. The salary of the re-employed retiree shall be established at seventy-five (75%) of the top step of the respective classification of the current salary schedule(s). The member shall not advance from said step at any point during rehire. The unit member will be eligible for any negotiated pay increase until final separation from Oregon City Schools.
 3. For purposes of seniority – the unit member will retain/maintain their district seniority in effect prior to entering the Retire/Rehire Program. Longevity will be forfeited to those unit members participating.
 4. Days for sick leave will be accumulated at 15 days per year. Any days not used at final separation from the Oregon City Schools will be forfeited. Up to 2 days may be placed/donated towards the sick leave pool.
 5. The rehired unit member shall have a maximum 2 year employment opportunity.
 6. Unit members participating in the Retire/Rehire Program will be protected, per their seniority, the first year of their re-employment.
 7. Those unit members in the second year of their program will be first to be RIF'd (Reduction In Force) if a RIF is implemented.
 8. The following order will be utilized to fill vacancies:
 - a. Non-Retire/Rehire unit members who are RIF'd; then
 - b. Retire/Rehire unit members who are RIF'd.
 - c. Retire/Rehire RIF'd unit members will be treated as substitutes in regards to all benefits and entitlements.
 9. The unit member shall be entitled to receive severance pay consistent with the following terms:
 - a. Participants will receive their maximum allowable severance days at retirement. The rate will be determined by the hourly rate of pay at retirement. The severance shall be directed to the Board sponsored employer 403b or 457 program, currently with AIG.

- b. **In the event of the death of a unit member participating in the Retire/Rehire Program, the Board will pay the amount due to the surviving spouse, if any, or in the absence of a spouse, to the deceased unit member's estate.**
- c. **Disbursement will be after final separation within 60 days.**
- d. **Rehired unit members shall not be able to re-establish severance status.**

10. **Individuals who wish to participate in the program will be required by the Board to waive any claims under the Age Discrimination In Employment Act, to the extent that this program may impact on rights protected by the Age Discrimination In Employment Act, as a condition of participation.**

11. **The Board has not made any representations to any employee as to his/her eligibility for retirement or level of benefits under any such state retirement system. Any employee acknowledges he/she will rely upon his/her own advisors as to any retirement eligibility and level of benefits under any state retirement system. The Board shall not be liable in any manner whatsoever for any inaccuracy or misinformation provided to the unit member by such advisors, including but not limited to information provided by SERS.**

50. RETIREMENT/SERS PICK UP

All classified employees participate in the benefits of Ohio School Employees' Retirement System. The state required amount will be deducted from each employee's gross salary as contribution to SERS. This has the effect of reducing the employee's taxable gross income for federal and state income. The Oregon Board of Education will contribute the state required amount of the gross wage.

51. SALARY SCHEDULE

OREGON CITY SCHOOLS SALARY SCHEDULE CLASSIFIED EMPLOYEES – 7/1/2010-6/30/2011

CLASSIFICATION	0	1	2	3	4
A Boiler Operator, Maintenance, Bus Mechanic, Groundskeeper	17.74	18.28	18.97	19.61	20.72
B Custodian	15.88	16.33	16.90	17.49	18.40
C 4-7 Hour Custodian	13.55	14.03	14.36	14.54	15.97
D High School Head Cook	14.38	15.19	15.88	16.44	17.59
E Head Cook	14.16	14.73	15.10	15.62	16.78
F Cafeteria Helper	12.55	12.98	13.32	13.69	14.24
G Accounting	16.80	17.33	18.03	18.77	19.77
H Secretary	15.88	16.33	16.90	17.49	18.40
I Elementary Library	14.32	14.62	15.10	15.37	16.03
J Elementary Library – 2 years*	15.55	15.79	16.12	16.42	17.37
K Elementary Library – B.A. Degree*	18.04	18.38	18.72	19.09	19.94
L Paraprofessional -- Library Clerk	13.50	13.72	14.42	15.00	15.44
M EMIS	14.92	15.14	15.85	16.43	16.86
N Bus Driver	17.92	18.56	19.57		

EXTRA TRIPS	14.48				
O Monitor	13.50	13.72	14.42	15.00	15.44
P Summer Employment	11.27				
Q Orthopedic and Other Health Impaired Nursing Attendant	15.56	15.76	15.95	16.16	16.33
R Lead Custodian					19.34
S Receiving and Distribution Clerk	15.88	16.33	16.90	17.49	18.40
T Assistant to the Treasurer	16.12	16.59	17.18	17.80	18.75

The administration has the option to recognize additional responsibility and add an annual stipend ranging from five (5) cents to twenty-five (25) cents per hour. Shift differential of fifteen cents (\$.15) will be paid to all employees who work eighty percent (80%) of their bid work hours after 3:00 p.m. Any cafeteria department employee who has attained American School Food Service Association (ASFSA) certification before the start of school will earn an additional fifteen cents (\$.15) per hour. Said copy of said certification must be given to the Classified Payroll Clerk before August 1st. Special needs routes/shuttles drivers/monitors will be paid an additional fifteen cents (\$.15) per hour.

*Library Department: All employees, as of 7/1/04, accepting a position in the Library Department will be paid at the rate of Elementary Library (I).

Position Changes: (new titles and relocated paragraphs)

- A. Upgrade in Department - When an employee accepts an upgrade within his/her department, he/she shall receive the higher regular rate of pay.
- B. Upgrade by Administrator/Supervisor Request - The Board agrees that when a qualified employee upgrades by building seniority (upgrading for the purpose of this section is defined as when an OAPSE employee leaves their regular position to go to a different department at the request of the administrator/supervisor or their designee), such employee shall receive the rate of pay at step 0 of that classification or their regular position pay, whichever is the higher rate of pay. Once an employee has been upgraded, a substitute will be called to cover the vacant position.
- C. Substituting - When an OAPSE member is asked to be a substitute (as additional work for the employee) in a different classification, the pay will be at Step 0 of the lowest classification in the system. (i.e.-Summer Employment.)

Supplemental Positions: Any positions/jobs not covered by this agreement offered by the Oregon Board of Education (i.e., athletic ticket takers, scorekeepers, etc.), will be paid the hourly rate of pay as indicated by the Oregon Board of Education and this does not qualify the classified employee for overtime pay.

52. SCHOOL NUTRITION ASSOCIATION

Cafeteria workers will receive a \$100.00 payment if they have **School Nutrition Certification** by the first day of school. This will be paid with the last check before spring break.

53. SECONDARY POSITIONS

Classified employees may bid on secondary position(s) per the following:

- A. Secondary position(s) cannot interfere with the primary position (cannot overlap hours);
- B. Hours of combined position(s) may not total more than eight (8) hours per day;
- C. Those bids which stipulate that you must move up are excluded from bidding secondary position(s).
- D. On days that there are delays (i.e. weather, two (2) hour teacher meeting, exam schedule or due to any other reason):
 - 1. Said employee will only report to their primary position and a substitute will be called in for the secondary position(s).
 - 2. Working arrangements will be at the supervisor's discretion.
 - 3. If more than one secondary position(s) is held and the delay does not interfere with the allotted hours for additional secondary position(s), it may be worked only if it does not interfere with primary position. No Compensatory Time will be earned.
- D. Secondary positions can not be vacated for the purpose of gaining additional hours.
- E. Said secondary position will be filled in accordance to the Seniority Bid Procedure of Local 320 agreement.

54. SENIORITY

- A. System-Wide Seniority – System-wide seniority is defined as the length of continuous employment with the Oregon Board of Education. The date of hire as a regular employee shall be considered the date listed in the Board of Education meeting minutes.
 - 1. System-wide seniority is defined as the length of continuous employment with the Board as computed from the employee's earliest continuous date of hire. In the event two or more employees have the same date of hire, their order of seniority will be determined as follows:
 - a. The first work day on the job as stated in the Board Agenda as a permanent employee.
 - 2. System-wide seniority shall be used to calculate longevity pay, earned vacation days, retirement pay, severance pay and single/primary position seniority.

B. Job Classification Seniority (for employees with 2 or more positions)

Job classification seniority is defined as the length of continuous employment in a particular job classification as computed from the employee's most recent day of entry into such job classification. Job classification seniority shall be used to bid job openings within a particular classification area of seniority and to determine layoffs and recall.

Employees may change their primary position classification once per school year by October 1st. This must be done in a letter to the Administrative Assistant and Classified Payroll Clerk.

C. Same Job Classification (for employees with 2 or more positions)

If both positions are within the same job classification, position number 2 would maintain the same contract status, salary schedule, experience step and application date.

D. System wide seniority will be frozen in the event employee is on **extended** unpaid leave of absence **of over one calendar year**.

E. Equal Seniority – A tie in seniority shall occur when two or more employees have the same date of seniority. Seniority will be determined by drawing names out of a “hat” with the affected employees, OAPSE Local 320 representative, and Administrative Assistant, or his/her designee, present. The seniority will be ranked as the names are drawn.

55. SENIORITY BID PROCEDURE

The following will be the procedure for posting of a position of either when a vacancy occurs or a position is increased or decreased by more than thirty (30) minutes:

- A. When a vacancy occurs, and the Board determines to fill the position, it shall be posted within 20 working days in a conspicuous place in all work locations for a period of five (5) working days. Bid will include scheduled working hours and number of work days.
- B. If the vacancy occurs during summer break (June 1 through August 1), for positions less than 12 months, the posting shall be for a period of five (5) working days, beginning the first full week of August. The posting shall be made at the Board office. A copy of the postings will be sent to the Local 320 officers.
- C. Any employee may request the vacant position in writing as per the bid (see form in Appendix) notice to the Office of Business Affairs and a copy to the Local 320 President.

After an employee is given a position different from their previous position, they will retain their system-wide seniority.

In selecting an employee for the vacant position, the Board shall use the following procedure:

1. The vacant position shall be offered first to employees within the present classification.
2. If more than one employee within the same classification bids the position in writing, the employee with the highest classification seniority shall be awarded the position.
3. If the vacant position is not filled by an employee within the classification, it shall then be offered by system-wide seniority to the employee, if qualified, within the department.
4. If the vacant position is not filled by an employee within the department, it shall then be offered by system seniority to the employees, if qualified, within the bargaining unit.

Successful bidder will be placed in the new position within 10 working days of being awarded the new position.

5. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee from outside the system.
6. Supervisory positions will be posted in the form of notification to employees of vacancy and intent to fill the position. Interested and qualified employees will be considered and interviewed prior to outside candidates.
7. A ten (10) working day trial period will be in effect when accepting a promotion or transferring to a different position. At the end of the ten (10) working day period, the employee/employer will have the option of returning or being returned to his/her former position. During the ten (10) day trial period, the employee has no bidding rights.

If employee decides to stay in new position before 10 day trial period is up, the vacated position may be put up for bid starting with the 6th day of the 10 day trial period.

8. Employees going to a new department will be placed at the step they are at as long as it does not exceed Step 3, until the start of the next fiscal year, July 1.
9. All employees awarded a bid shall be notified within five (5) working days of their successful bid.

If first successful bidder does not accept the position, the next successful bidder shall be notified within five (5) working days, and so forth. Non-successful bidders will be notified within five (5) working days of the person accepting position.

D. If a new student who requires paraprofessional services comes into the district, the position will be bid on the date services are determined to be required.

E. 1. Departments shall be listed below in E.

2. Classifications shall be listed in the Salary Schedule.

F. If reduction of personnel becomes necessary, system-wide seniority shall be the dominate factor within each of the following departments (said qualified personnel can go to any position that has less seniority in department):

- | | |
|--------------------|---------------------------------|
| 1. Boiler Operator | 6. Mechanic |
| 2. Custodial | 7. Monitor |
| 3. Food Service | 8. Paraprofessional – see below |
| 4. Library | 9. Pupil Transportation |
| 5. Maintenance | 10. Receiving and Distribution |
| | 11. Secretarial/Accounting |

An employee for whom a position is not available within the department shall be considered for any other position(s) in which the employee has previously served. Seniority shall include time accrued in an equal or higher classification assignment at the time of reduction and time previously accrued in the department being considered. This will begin first with the highest classification in which the employee has previously served.

Paraprofessional RIF/Bump:

Paraprofessional will be maintained for the remainder of the school year if the student(s) is moved, transferred, relocated or if IEP is changed for any reason. The paraprofessional's services can be utilized anywhere in the district where additional paraprofessional services may be needed. Any change regarding assignment, location, or start time will be given in a timely manner.

At the end of school calendar the RIF/bump will be implemented.

G. Any classified employee who loses his or her position due solely to a reduction in force, said personnel will be notified in writing within five (5) working days that such decision has been made and will be eligible for re-employment for a period of two (2) years and, if reinstated, will be credited with system-wide seniority as earned prior to the layoff. Any employee who declines reinstatement shall be removed from the reinstatement name list.

All job postings/bids will be mailed to those who have lost their position due to a reduction in force for two (2) years.

- H. Classified employees will have the rights to insurance under COBRA.
- I. System-wide seniority shall be defined as in article number 50. Seniority.
- J. If for any reason there is a reduction in force, positions included will receive as much notice as possible to help prepare the employee(s) for the adjustment in loss of income and prepare for future employment.

56. SENIORITY LIST

A seniority list of all employees will be distributed to all bargaining unit members by October 15 of each year and will include hours for longevity pay.

57. SEVERANCE PAY

Retirement shall be defined to mean actual retirement and eligibility for retirement benefits under the School Employees Retirement System. The rate of pay shall be the daily rate of pay at retirement. Accumulated sick leave may be used as severance pay not to exceed the days and the percentages listed below:

<u>Year</u>	<u>Maximum % for Severance</u>	<u>Maximum Days of Severance</u>
2010-11	50.0	150
		100 for employees hired after 7/1/10

Upon the death of an employee, the Board will pay an amount equal to the employee's severance at the time of death. This will be paid to the family or estate.

58. SICK LEAVE

Classified employees agree to take leaves of absence including sick leave only for legitimate reasons and with advance notice when possible.

- A. Sick leave accumulation is unlimited.
- B. Each employee upon entering service with the school district is entitled to 5 days leave chargeable to sick leave earned during the following year.

Employees who work 5 ¼ hours or more may use Sick Leave in ¼ day increments.

Employees who work 3 ¼ to 5 hours may use Sick Leave in ½ day increments.

Employees who work 3 hours or less must use Sick Leave in full day increments.

Sick leave will be rounded up or down appropriately.

C. Sick leave will be granted upon the approval of the responsible administrative officer for absence due to the following:

1. Personal illness or injury. After four (4) consecutive days a doctor's excuse from work is required.
2. Quarantine.
3. Serious health condition ("a serious health condition" mean an illness, injury, impairment, or physical or mental condition that involves : 1) inpatient care (i.e., an overnight stay), including any period of incapacity or any subsequent treatment in connection with the inpatient care; or, 2) "continuing treatment" by a health care provider which includes any period of incapacity) in the immediate family up to 20 days for any one occurrence. (Note: Immediate family shall be defined as father, mother, sister, brother, husband, wife, children, father-in-law, mother-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or anyone living in the same household and living in such relationship.)

Bereavement Leave: Employees shall be granted leave (per incident) due to the death of a member of the immediate family (as noted). The first three (3) days of leave shall be paid funeral leave. Any further days may be charged to any other leaves available.

4. Sick leave day(s) may be used for a death in the immediate family per the following: (See above for definition of immediate family plus include aunt, uncle, niece, nephew or cousin)
 - a. Ten (10) days for spouse;
 - b. Five (5) days for father, mother, children, daughter-in-law, son-in-law, and grandchildren;
 - c. Three (3) days for sister, brother, father-in-law, mother-in-law, grandparents, aunt, uncle, **niece, nephew or cousin**;
 - d. One (1) day for a relative not in the immediate family or close friend.
 - e. If the death of a relative described in "b, c or d" above occurs in another city which requires the greater part of a day to reach, an absence of 2 extra days may be charged to sick leave without a reduction in regular pay.

Employees who have less than ten (10) days accumulated sick leave at the beginning of a school year are entitled to fifteen (15) additional days of **prorated** sick leave chargeable to sick leave earned during the remainder of the year.

In accordance with the Revised Code an employee transferring from another school district or other public agency in Ohio to the Oregon School District will be credited the unused balance of sick leave credit accumulated under the former employment.

Whenever sick leave is used by a classified employee, the employee has the responsibility of completing the Classified Employee Absence Data Record (see sample form in Appendix) upon returning to his or her assignment and will attach them to his/her time sheet. Employees must call in by 3:00 p.m. when on extended sick leave if they are planning on returning to work.

Abuse of Sick Leave is subject to discipline and may be investigated (i.e., reoccurring or repetitive use [i.e., Mondays/Fridays, before/after holiday(s)], reasonable suspicion, etc.).

All employees on approved Sick Leave are expected to report to their administrator/supervisor any change of status in their need for a Sick Leave or in their intention to return to work in a timely manner.

Employees who are on an approved Sick Leave may not perform work of similar nature and/or cannot perform any work during their regularly scheduled work hours for any other employer during said Sick Leave.

If an employee fails to return to work at the conclusion of an approved Sick Leave of absence, the employee will be considered to have voluntarily terminated employment. If there are extenuating circumstances, a written request may be submitted to the Superintendent requesting employee not be terminated. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

D. Sick leave for maternity purposes: A female classified employee, shall upon request, be granted maternity leave subject to the following conditions:

1. The Board of Education will pay sick leave benefit sufficient only to cover the actual period of disability resulting from the pregnancy. The period during which the female employee is physically disabled and is physically unable to perform her duties as a result of the pregnancy will be determined by her physician. The physician will certify to the Superintendent in writing that the female employee is physically unable to perform her duties.
2. Sick leave as authorized under this section shall not exceed that number of accumulated and unused sick leave days to the credit of the employee and allowed during the period of such leave.
3. Standard benefits common to the employee of the Oregon Schools shall continue to accrue to the employee for the duration of the leave.

E. Interim Maternity Leave:

1. Any employee whose accumulated sick leave days are insufficient to cover the period of leave as set forth in section 1 above, shall be granted an interim maternity leave without pay for the period during which the employee is physically unable to perform her duties as determined by her physician who will certify in writing to the Superintendent, the physical disability caused by the pregnancy of the employee.

59. SICK LEAVE POOL

- A. A Sick Leave Pool will be established in the Oregon City Schools for OAPSE members. The purpose of this pool shall be to provide a classified staff member a leave for catastrophic (serious) illness or injury. To be eligible, a classified staff member must have exhausted all accumulated sick leave, or other eligible leave with pay.
- B. Application to draw days from this pool shall be made on an appropriate form which will then be sent to the Sick Leave Bank Committee for consideration.
- C. Initially, an employee may be granted up to 30 days from the sick leave pool. If, during this time, the employee cannot return to work, then he/she may request an additional 30 days from the sick leave pool. To be eligible to draw the additional 30 days, however, the employee must make an application for SERS disability during the initial 30 day period. If an employee fails or refuses to make application for SERS disability within 30 days from the date of the first draw, they will lose the privilege of using the Sick Leave Bank beyond the initial 30 days. The employee may continue to use the Sick Leave Bank until SERS disability decision is rendered or until 90 days has been used per person. If application for SERS disability is denied, the employee may apply for an additional 20 days, after which he/she will not be able to draw from the pool for the remainder of the year.
- D. The maximum days to be carried in the pool shall be 185 days per school year or 90 per person, and each classified staff member may donate up to two days of sick leave (per year) from his/her individual sick leave accumulations. These donations are irrevocable. The Treasurer's office shall be notified in writing by OAPSE of all such donations. The donation of days to the Sick Leave Pool shall not affect the classified staff members' opportunity to receive a stipend for not using sick days.
- E. Once the total accumulation in the pool drops below 100 days, the OAPSE President shall solicit additional days from classified staff members in the district, provided they have not already donated their maximum number of two days each in the current school year.

An employee terminating employment with the Board may donate up to **four (4)** days of sick leave to the sick leave pool. This day (s) may be in addition to day(s) donated previously during the school year. The OAPSE President/Sick Leave Pool Committee will solicit donations. The donation may be made when the number of days in the pool is below 100 days.

- F. Any misuse of this leave provision may result in disciplinary action.
- G. The Sick Leave Pool Committee may require any employee, who wishes to use the pool, to furnish reasonable evidence or a statement from their attending physician certifying that absence from work was required for one of the reasons set forth in this article. Abuse of sick leave may be grounds for suspension or termination of employment.
- H. Sick Leave Pool Committee shall be composed as follows:
 - 1. **Nine (9)** members appointed by the OAPSE President.
 - a. The Sick Leave Pool Committee shall review and approve or deny all applications to the Sick Leave Pool. They shall also determine the necessity for additional contributions to the pool and shall notify the OAPSE President of the need for said contributions.
 - b. The Sick Leave Pool Committee shall be responsible for reporting data concerning the Sick Leave Pool to the Treasurer.
 - c. *Decision of the committee is final.*
 - d. The committee shall review the operation of the Sick Leave Pool annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Union and the Board.

I. General Provisions

- 1. Days allotted from the Sick Leave Pool will be paid at 100% of the employee's daily rate of pay.
- 2. Allotments from the Sick Leave Pool will be made only for absences under an employee's regular work day.
- 3. Days may not be received from the pool for absences due to childbirth (natural or cesarean section). Utilization of the Sick Leave Pool for complications arising from pregnancy or childbirth may be authorized by the Sick Leave Pool Committee.

60. STATE AND FEDERAL MONIES

Any state or federal monies mandated for benefits to classified employees shall be distributed according to accompanying legislation. If legislation regulating distribution does not exist, the advisory committee and the administration shall enter into discussion regarding distribution.

61. SUB-CONTRACTING

The Board of Education recognizes Local 320, OAPSE, as the primary classified work force within the school system.

The Board of Education will use the bargaining unit members to provide the normal services required to achieve operating excellence within the school system and bus trips (except in extenuating circumstances, the Superintendent will work with the union President).

The Board of Education, however, reserves the right to sub-contract work which it feels is above and beyond normal operating requirements.

62. SUMMER EMPLOYMENT

When temporary summer work (i.e., painting, grass cutters, etc.) is available, classified employees working less than twelve (12) months shall be offered the temporary work on a system-wide seniority basis and paid at the summer help rate adopted by the Oregon Board of Education. The Oregon Board of Education reserves the right to determine that the employee does possess the skills to perform the work assignments available.

Any summer work that would normally occur during the school year (additional custodian help in buildings) will be granted based on building/department seniority and then department/district seniority.

No non-bargaining unit employee will be hired until all less than twelve (12) month personnel who bid the summer employment have been offered the summer position.

Summer employment position bids are to be advertised no later than 10 days prior to the last work day of the school calendar.

Regular classified employees filling summer employment positions, which normally occur during the school year (i.e., summer school secretary, summer school custodian, snack machines, bus driver, bus monitor, etc.), will be paid at a rate equal to the 0 years experience step on the salary schedule (i.e. – a person filling a summer secretarial position would be paid at the 0 years experience step on the secretarial salary schedule).

Temporary summer work must be posted for bid if more than 10 hours.

63. TEMPORARY JOB OPENINGS

- A. When a regular employee notifies the administration that he/she will be off work for thirty (30) work days or more, his/her position only will be put up for bid to current bargaining unit members as a temporary job opening/bid within five (5) working days of notification from said employee. This will be paid at the regular position rate. The regular bidding procedure will be followed. **Employees may only bid on a temporary job opening if it results in shift or monetary gain.**

Any entitlement days or holiday pay will be based on the temporary job opening for both hours and pay, provided the day before and day after was worked in the temporary job opening.

- B. When the regular employee returns to work, he/she will return to his/her regular job. The temporary employee who had the job will return to his/her regular job.
- C. When filling a temporary position the employee only has bidding rights in their regular classification/department. An employee filling a temporary position has no bidding rights within the temporary position department unless a bid position has to be filled by system-wide seniority.

64. TEMPORARY POSITIONS

If a substitute is placed in a non-bargaining unit position for more than thirty (30) working days, the Superintendent or his/her designee shall discuss with the Union President the reasons the position is not permanently filled. If a substitute is placed in a non-bargaining unit position for a period of **sixty (60)** working days, said position shall be posted.

A substitute will fill position of employee who is awarded the temporary position (no dominus effect).

If a substitute is assigned to a temporary bid, it shall be reposted at the beginning of the next school year.

65. TESTING

Testing will be held in March and October of each year for those areas that have been established. For other areas, as the need arises, tests will be given initially and then per March-October schedule.

66. TUITION

Any unit member living outside the Oregon School District shall have the option to enroll their child/children/ or child(ren) they are legal guardian of in the Oregon School District tuition free. Notification must be made to the Assistant Superintendent by August 1 of that school year.

67. UNPAID LEAVE

Classified employees may request in writing, on the approved form (see form in Appendix), unpaid leave, however, unless approval is granted in writing by the administrative official (Superintendent or Director of Business Affairs) such leave may not be taken. Requests for leave of absences are discouraged by the Board. Failure to follow the above procedure may result in disciplinary action being taken.

Unpaid leave will not be used to extend holidays.

Personal leave days must be used before approved unpaid leave.

Classified employees can not bid while on unpaid leave.

System wide seniority will be frozen in the event employee is on **extended** unpaid leave of absence **of over one calendar year**.

Administration will respond to the request within ten (10) working days from the date of said request.

Three (3) additional unpaid leave days may be requested for a specific religious holiday/event. The request should be made, in writing, to the superintendent at least twenty (20) days prior to the leave.

If an employee fails to return to work at the conclusion of an approved Unpaid Leave of Absence, the employee will be considered to have voluntarily terminated employment. If there are extenuating circumstances, a written request may be submitted to the Superintendent requesting employee not be terminated. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

67A. UNPAID LEAVE OF ABSENCE – EXTENDED

Classified employees may request in writing extended unpaid leave, however, unless approval is granted in writing by the administrative official (Superintendent or Administrative Assistant) such leave may not be taken. Requests for leave of absences are discouraged by the Board. Failure to follow the above procedure may result in disciplinary action being taken.

Extended unpaid leave of absence will not be granted to work for another employer. While on an extended unpaid leave of absence, the employee will not have the right to bid. Requests for extended unpaid leave of absences must be approved by the Board of Education. When an

employee is on an extended unpaid leave of absence for twenty (20) working days or more, he/she will pay the complete premium for benefits.

All extended unpaid leave of absences can only be for one year excluding work related injuries (Worker's Compensation) which can be for two years.

Employees will be terminated and benefits stopped at the end of the leave, if the employee does not return to work.

If a classified employee would like to return earlier than originally requested, he/she must request in writing to the Administrative Assistant of Business Affairs the desire to do so, and the Director of Business Affairs must approve it and it will be in the next Board of Education agenda/minutes.

Extended unpaid leave will not be used to extend holidays.

Administration will respond to the request within ten (10) working days from the date of said request.

67B. – UNPAID LEAVE – FAMILY MEMBER

Leave may be granted without pay, for up to one (1) year, to classified employees to care for gravely or terminally ill members of the immediate family (see Section 54 - Sick Leave for definition of immediate family). Said leave must be requested, in writing, to the superintendent. The superintendent may require written proof from the attending physician that the leave is necessary and that the member of the family is gravely or terminally ill before such a leave is granted. No increment in the salary schedule shall be recognized for such a leave. This leave will only be granted with the written approval of the superintendent. Upon return from said leave, the employee shall return to the same position as held at the time leave was granted. Employee has no bid rights while on leave.

68. VACATION

Full time classified employees are entitled to vacation according to the schedule below (a full time employee is one who is in service on his or her regular assignment for not less than eleven months in each calendar year) (Ohio Revised Code 3319.084):

1 yr through 5 yrs – 10 days
6 yrs through 9 years – 14 days
10 yrs through 14 years – 17 days
15 yrs through 19 years – 21days
20 yrs and more – 25 days

Classified employees may apply in writing to the proper administrative official for vacation days earned in the first year.

Compensatory time may be added to vacation time.

Vacation for the first year of employment will be prorated to July 1, and July 1 will be the anniversary date thereafter.

All vacation days must be taken in the year following the year in which it is earned; from the date of this agreement forward. NO carry over will be allowed from the previous year. All entitled classified employees may elect to receive up to **ten (10)** days pay of unused vacation. Employees must notify the classified payroll clerk, in writing, on or before June 30th. Said payment will be made in July of said year. Vacation days can only be taken in half (1/2) day and full day increments.

All vacation must be pre-approved at least five (5) working days in advance of the vacation or at the supervisor's discretion. Vacations must be scheduled and taken in such a manner so as to insure the proper functioning of the school facilities throughout the year. Employees must have their vacation schedules approved by the building principal or their immediate supervisor.

In accordance with the Ohio Revised Code "a nonteaching school employee is authorized to include prior service to the state or any of its political subdivisions with that of his/her present continuous employment in determining the number of weeks of paid vacation to which he/she is entitled." Per letter dated 9/2/99, it was agreed that both Longevity and Vacation Leave would be covered in determining the length of service. **Verification of prior service is the responsibility of the employee and the verification must have the service years credit breakdown year by year.** The employee must provide to the Classified Payroll Clerk verification from the past employers by October 1st.

69. WORKER'S COMPENSATION

All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio in cases of injury or death incurred in the cause of or arising out of their employment.

An injury incurred while performing assigned responsibilities shall be filed with the injured employee's supervisor or other designated representative. The Board agrees to continue to provide and pay their share of premiums for medical insurance in effect on said employees at time of injury.

The employees will be obligated to pay their share of the monthly premium.

For bidding purposes only – Worker's Compensation will be considered a paid leave.

The employee needs to seek care and file a Worker's Compensation claim as soon as possible after the injury.

For injuries that would cause a loss in the employee's ability to perform their job, the classified employee shall have an option of submitting a lost time claim under Worker's Compensation or using unused sick leave, with the decision being made, under normal circumstances, within five (5) days of the injury. Classified employees have the option to reclaim used sick leave once a Worker's Compensation claim is approved and implemented.

The Board of Education and said employee will enter into this Wage Agreement where the Bureau of Worker's Compensation will pay disbursed funds to the Board of Education for the prorated return of said sick days used. Said agreement is grandfathered from July 1, 1998 henceforth.

70. Departments/Classifications

Department: Boiler Operator

Classification: Boiler Operator

Department: Custodial

Classifications: Lead Custodian
Custodian
4-7 hour Custodian

Department: Food Service

Classifications: High School Head Cook
Head Cooks
Cafeteria Helper

Department: Library * See Salary Schedule

Classifications: Elementary Library ~~Less than 2 years~~
~~Elementary Library — 2 years~~
~~Elementary Library — B.A. Degree~~

Department: Maintenance

Classification: Maintenance
Groundskeeper
Summer Groundskeeper

Department: Mechanic

Classification: Mechanic

Department: Monitors

Classifications: Playground
Cafeteria
Bus
Crossing Guard

Department: Paraprofessional

Classifications: Educational
Nursing Attendant

Department: Pupil Transportation

Classification: Bus Driver

Department: Receiving and Distribution

Classification: Receiving and Distribution Clerk

Department: Secretarial/Accounting

Classifications: Accounting
Assistant to the Treasurer
Secretary/**Dispatcher**
ESIS

71. TRANSPORTATION

All bus drivers will receive CPI training.

1. BUS DRIVER QUALIFICATIONS

The Board of Education **employs** drivers for school buses who meet the **current Ohio Department of Education, Ohio Pupil Transportation Operation and Safety Rules, physical and personnel qualifications.**

2. BUS ROUTE BIDDING

Routes will be placed for bid within 20 working days of an opening. Once awarded a route, the driver will remain on this assignment unless one of the following occurs:

- A. new route created/deletion of route,
- B. attrition of staff,
- C. present route increased/decreased in pay 30 minutes or more,
- D. special needs routes only (includes monitor positions): increase in pay one hour, and/or
- E. all drivers must have a current physical on file and abstract in order to bid **and/or bump** at any time.

Any of the above will allow the employee to **bump** any route below them in seniority. An employee on paid leave will be allowed to bid. The factor used in awarding a bid will be seniority.

- F. to be eligible to bid on a route the employee must have forty-five (45) solo hours of regular school bus driving experience.

Routes will be placed for bid within 20 working days of an opening.

2A. BIDDING - BUS SHUTTLE

Shuttles originating out of the high school will be posted and bid per the Seniority Bid Procedure. **If a bus shuttle is eliminated, bumping procedure by seniority will be implemented.** Shuttles originating from the elementary and middle school buildings

immediately following a.m. routes will follow the field trip's bidding procedure. Other shuttles from elementary and middle school buildings will follow the Seniority Bid Procedure.

For shuttles cancelled a minimum of twenty four (24) hours in advance, a driver will not be paid unless they report to work.

2B. SHUTTLE DEFINITION

Individualized pick up and delivery of student(s) from school to school, school to other site(s), or school/other site(s)/home. Some examples are carpentry routes, enrichment routes, technical school routes, school to work routes, and some special education routes.

Shuttling between schools is not considered for the purpose of field trips.

3. BUS ROUTE CHANGES

The Administration and OAPSE, Local 320, must mutually agree to change any **staffing assignment on a route** they feel necessary to insure the stability of the department as long as it insures no loss of pay to the employee. Should a route change be necessary, the Administration and/or OAPSE, Local 320, will request a meeting to establish a mutual agreement to the route change.

4. BUS ROUTE RATE OF PAY

For those routes with layover time, 10 minutes daily will be used to clean and maintain their buses. For those routes where no layover time exists, they will receive 10 minutes additional daily pay to clean and maintain their buses. The drivers must do this clean up to receive the 10 minutes clean up time.

If any school is closed on a particular school day and part of a driver's/monitor's bid run is reduced thereby, the driver/monitor shall be paid for his/her entire bid run – employee must report to work for shift(s). This provision does not include shuttles.

If any school is closed on a particular school day and part of a driver's/monitor's bid run is reduced thereby, the driver/monitor shall be paid for his/her entire bid run – employee must report to work for shift(s).

All drivers shall spend ten (10) minutes daily for school bus safety inspections and each bus will be supplied with a working flashlight and holder for daily safety inspections.

5. BUS TRIPS

Trips will be offered to all drivers on a seniority basis. All trips will be paid at the trip rate. When a driver takes a trip, said driver is to remain at the site. Driver must perform security check of bus every hour if inside for the event or remain on the bus the entire trip. The only exception to this will be if an employee takes a one-half hour lunch/dinner break. Secondary positions may not be vacated for the purpose of driving trips. Secondary positions do include secondary bus routes. During the first five (5) days of the school year trips that interfere with regular routes will be awarded to substitutes.

If departure time on trip changes (interferes with regular route) from the original time at which the trip was bid (does not interfere with regular route) the driver has the option of not taking the trip without forfeiting the right to bid on any future trips.

Assigned trips changed to “drop and return” will be cancelled and re-bid.

5A. BUS TRIPS - EXTRACURRICULAR AND ATHLETIC

These trips will be offered to all drivers on a seniority basis. **All trips will be paid at the trip rate.** If a driver cancels after being awarded a trip, he/she must notify the Transportation Director or his/her designee. The driver will forfeiting the next two (2) week's bidding on extracurricular and athletic trips, this excludes drivers who cancel because of illness and use their entitlements for their regular route. Failure to notify Transportation Director or his/her designee will result in the driver forfeiting the right to bid on the trips posted for bid the following two (2) weeks from the week of the canceled trip.

A driver assigned a non-scheduled work day trip may call off up to two (2) times per school year without forfeiting any bidding rights on future trips.

No regular bus driver shall bid on a trip if that trip is less pay than his/her own regular bus route.

Late/emergency trips **or trips** received after the posting **and after bidding** or less than twenty four (24) hours notice, the trip will be assigned by seniority to drivers who do not already have an assigned trip. **Once trip is assigned, driver cannot vacate or change to another trip.**

5B. BUS TRIPS - FIELD TRIPS

Field trips will be offered to all regular drivers on a seniority basis **from the building from which they drive at the trip rate.** The building from which they drive, for this purpose, will be considered any building in which a driver regularly takes students to school from home or from school to home. **Drivers shuttling students to a particular school in either the a.m. or p.m. can bid on field trips out of said schools, but can only exercise seniority after regular drivers out of said school.** If field trips are not filled at this time, the Transportation Supervisor or his/her designee may use his/her discretion in selecting a substitute driver for the

trip. If a driver cancels after being awarded a field trip, he/she must notify the Transportation Director or his/her designee. The driver will forfeit the next two (2) week's bidding on field trips, this excludes drivers who cancel because of illness and use their entitlements for their regular route. Failure to notify the Transportation **Supervisor** or his/her designee within this time frame will result in the driver forfeiting the right to bid on the trips posted for bid the following two (2) weeks from the week of the canceled trip. No regular bus driver shall bid on a trip if that trip is less pay than his/her own regular bus route.

5C. BUS TRIPS - OVERNIGHT

In the event there are any overnight trips the driver shall be paid for all hours except for down time (down time is when driver is not required to be with students or bus). Driver must stay at the lodging provided to the students. Lodging will be paid for by the Board of Education. The reimbursed food allowance will be limited to \$5 for breakfast, \$8 for lunch, and \$15 for dinner per day. Receipts are required for all meals.

6. CALENDAR

Work calendars will be based on seniority.

Shuttles will follow their own calendar.

Agreement on the material herein contained in this booklet has been reached as of June 4, 2010, and was approved at the June 9, 2010, meeting of the Oregon Board of Education.

OREGON BOARD OF EDUCATION

LOCAL 320, OAPSE



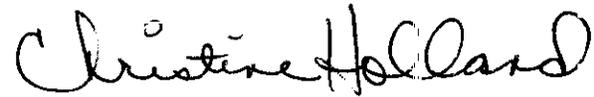
Diane Karoly, President
Oregon Board of Education



Mark Anderson, President
Local 320, OAPSE



Michael Zalar, Superintendent
Oregon City Schools



Christine Holland, Vice President
Local 320, OAPSE



Jane Fruth
Treasurer



Butch Wick
OAPSE Field Representative

Additional members of the Negotiation Teams

Dean Sandwisch
Director of Business Affairs
Dawn Henry
Director of Student Services
Terri Huss
Transportation Supervisor
Vicki Laurell
Food Service Supervisor
Jeff Zsigrai
Maintenance Supervisory

Becky Bilski
Food Service Representative
Diana Cherry
Transportation Representative
Karen Jones
Custodial Representative
Kris Schinharl
Paraprofessional Representative
Tracy Shull
Past President of Local 320

APPENDIX

Bid Form

Classified Employee Absence Data Record Sample

Family Medical Leave Form
Federal Family Medical Leave Form

Grievance Form Sample

Personal Leave Form Sample

Unpaid Leave Request Form

OCS 101
2/01/01
Revised 10/8/03

OAPSE LOCAL 320 BID FORM
TO BE USED BY UNION MEMBERS ONLY

Bid Position _____

Name _____

Phone Number _____

Current Classification _____ Building _____

Work Hours in the Classification _____

Seniority Date _____

Classification Seniority – Per Section 48 of the Union Agreement 7-1-2001 through 6-30-2004: you may have previously accumulated seniority in the position you are bidding on – please indicate the classification seniority you have:
From _____ To _____
(Total Classification Seniority = _____)

Current School Assigned To _____

Certificates you hold relative to the Position _____

_____ Effective Dates _____

Brief description of your qualifications relative to the qualifications indicated for the position:

Signature _____ Date Submitted _____

TO BE TYPED ONLY

OREGON CITY SCHOOLS CLASSIFIED EMPLOYEE ABSENCE DATA RECORD

EMPLOYEE SOCIAL SECURITY NUMBER

EMPLOYEE NAME

CERTIFICATION OF EMPLOYEE

I hereby certify that it was necessary that I be absent from my regular employment on the date(s) and for the reason reported hereon.

Signature of Employee

REASON CODE

SCHOOL/DEPARTMENT

NO. OF DAYS DATES OF ABSENCE

*If Reason Code "B" or "C" Indicate:

Relationship

City

If medical attention was required, complete the following:

Name and Address of Attending Physician

Date Consulted

SUPERVISOR AUTHORIZATION

- DO NOT DETACH LOWER PART -

TO BE TYPED ONLY

OREGON CITY SCHOOLS SUBSTITUTE DATA RECORD

SUBSTITUTE SOCIAL SECURITY NUMBER

SUBSTITUTE NAME

EMPLOYEE NAME

FUND FUNC. OBJ. SSC DEPT.

SUBSTITUTE ACCOUNT NUMBER

NO. OF DAYS

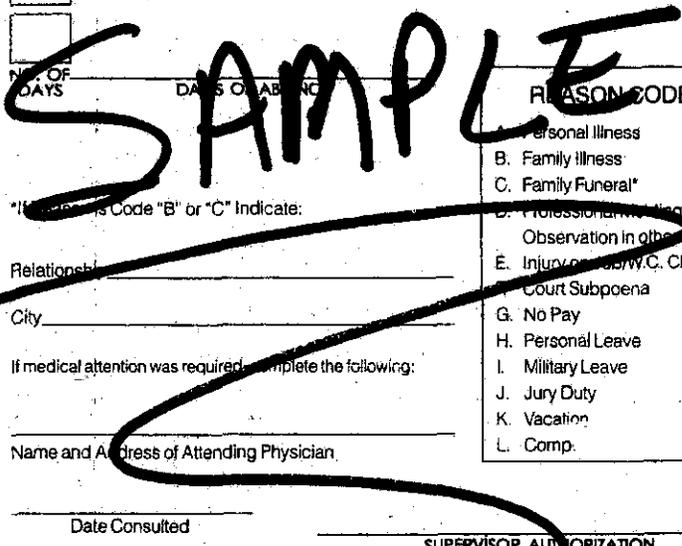
DATES WORKED

RELEASED

CONTINUED

PAYROLL COPY

SUPERVISOR AUTHORIZATION



APPLICATION FOR FAMILY MEDICAL LEAVE

Please print clearly.

DATE: _____

EMPLOYEE'S NAME: _____

EXPECTED DATES OF LEAVE: FROM _____ TO _____

NAME OF PERSON NEEDING CARE: _____

RELATION TO EMPLOYEE: _____

IF THE PERSON NEEDING CARE IS SOMEONE OTHER THAN THE APPLICANT,
HAS A MEDICAL CERTIFICATION FORM BEEN ATTACHED? Yes _____ No _____

The Family Medical Leave Act allows "eligible" employees to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of twelve workweeks in any twelve months because of the birth of a child and to care for the newborn child, because of the placement of a child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse or parent) with a serious health condition, or because the employee's own serious health condition makes the employee unable to perform the function of his/her job. In certain cases, this leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

An employee on FMLA Leave is also entitled to have health benefits maintained with payment of their normal share of the premiums. Payments shall be arranged with the Treasurer.

Employees should give notice to take Family Medical Leave to the Superintendent at least 30 days prior to the start of the leave when possible.

Signature of Employee

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- 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.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



U.S. Wage and Hour Division

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

U.S. Department of Labor
Employment Standards Administration
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. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[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 servicemember 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. As of the first date of requested leave, you will have worked approximately _____ months towards this 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 _____.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- _____ 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 servicemember 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 servicemember'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.**

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

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



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

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 protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. 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. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees 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.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. 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. 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: _____

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

Designation Notice
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
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
(Provide at least seven calendar days)
practicable under 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 inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. §§ 825.300(d), (e). 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 - 30 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.**



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:
List applicable violation: _____

Adjustment required: _____

I authorize the OAPSE Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO MADE OUT IN TRIPPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.



OREGON CITY SCHOOLS
5721 SEAMAN ROAD
OREGON, OHIO

**CLASSIFIED EMPLOYEES
PERSONAL LEAVE REQUEST**

July 1, 2010 - June 30, 2011
(2010-2011 School Year)

Building _____

Date Submitted _____

Four copies of this form must be filled out. Two copies must be sent to the superintendent before the leave takes place, except for emergency leave; one copy will be sent to the payroll office and one will be kept on file. One copy will be retained by the principal or supervisor and one copy is retained by the employee.

Request is hereby made for _____ day(s) of personal leave

to be taken on _____.

I have carefully read the personal leave policy of the Board of Education (see reverse side of this form). I have studied those reasons for which personal leave may not be granted. I am fully aware that obtaining leave under false pretense or using leave for purposes not approved in the Agreement is grounds for disciplinary action.

Signature

Employee Identification Number

I am aware that a request for personal leave is being made by _____

for the date(s) _____. A substitute (check one) has ___ has not ___ been assigned.

Principal or Supervisor

Date

Copies: Employee
Principal
Superintendent
Payroll Office

Personal leave shall be granted each school year upon proper application and in accordance with the following:

1. The employee must notify his/her supervisor of his/her intent to take the leave 72 hours in advance, except in emergency situations.
2. The employee may not use personal leave for the following purposes:
 - a. Harassment
 - b. Work Stoppage
 - c. Withholding of Services
3. Personal leave may not be used for any other leave covered by this agreement.
4. Personal leave of three (3) days per year will be granted in accordance with the fiscal year (July 1) and are non-accumulative, and must be taken in ½ or whole day increments.
5. If personal leave is used a day before or after a holiday, the employee is not eligible for holiday pay.
6. Violation of any personal leave policy by obtaining leave under false pretenses or using leave for purposes not approved in this agreement is grounds for dismissal and applies to both probationary employees and those on continuing status.
7. No more than 10% of the employees in any department may use personal leave on any one day. The percentage would include any and all leaves on that day and the substitute availability.
8. A new employee's personal days will be pro-rated on the remainder of their year over their total year.
9. Personal day requests will be dated and time received noted for bookkeeping purposes. Personal days will be granted on a first come, first served basis. If personal leave requests are received on the same day and time for the same date(s) and granted, then seniority rules. Administrators/supervisors will either approve or deny (with reason) Personal Leave requests within ten (10) working days and return to said employee after submission. Employees may only request Personal Leave during their work calendar year.
10. Personal Leave may not be used on the last day of school. Under extenuating circumstances, a request in writing to waive this may be submitted to the Superintendent. The Superintendent will respond within ten (10) work days after receipt of the request indicating his/her final decision.

For employees who hold more than one position:

11. If an employee needs to use Personal Leave for any portion of their work day, it must be done in ½ or whole day increments. The calculation for charging the Personal Leave will be done by dividing the number of hours off by the total hours normally worked in the day by rounding to the nearest ½ or whole day increment.

OCS 102
12/12/06

UNPAID LEAVE REQUEST FORM

(Per Agreement between Oregon Board of Education and Local 320 -
OAPSE Employees may request unpaid leave pursuant to provisions in the contract.)

Please refer to the back of this form for information.

Name _____

Classification _____

Employment Date _____ Number of years Employed _____

Maximum Number of Unpaid Days Allowed per Guidelines _____

School or Work Area assigned to _____

Supervisor's Name _____

Requested Unpaid Leave Dates _____

(I have read the back of this form and understand it)

Signature _____ Date _____

Supervisor's Approval _____ or Denial _____

Supervisor's Signature _____ Date _____

Reason for denial _____

Justification for Extra Days _____

Note: Supervisor is to forward to the Assistant Superintendent for Business Affairs and
Operations Office)

Assistant Superintendent for Business Affairs and Operations

Signature _____ Date _____

Cc: Payroll
Employee
Supervisor/Principal

62. UNPAID LEAVE

Classified employees may request in writing, on the approved form (**see form in Appendix**), unpaid leave, however, unless approval is granted in writing by the administrative official (Superintendent or Administrative Assistant **for Business Affairs**) such leave may not be taken. Requests for leave of absences are discouraged by the Board. Failure to follow the above procedure may result in disciplinary action being taken.

Unpaid leave will not be used to extend holidays.

Classified employees can not bid while on unpaid leave.

System wide seniority will be frozen in the event employee is on unpaid leave of absence.

Administration will respond to the request within ten (10) working days from the date of said request.

Three (3) additional unpaid leave days may be requested for a specific religious holiday/event. The request should be made, in writing, to the superintendent at least twenty (20) days prior to the leave.

If an employee fails to return to work at the conclusion of an approved Unpaid Leave of Absence, the employee will be considered to have voluntarily terminated employment. If there are extenuating circumstances, a written request may be submitted to the Superintendent requesting employee not be terminated. The Superintendent will respond within ten (10) work days after of the receipt of the request indicating his/her final decision.

62A. UNPAID LEAVE OF ABSENCE – EXTENDED

Classified employees may request in writing extended unpaid leave, however, unless approval is granted in writing by the administrative official (Superintendent or Administrative Assistant) such leave may not be taken. Requests for leave of absences are discouraged by the Board. Failure to follow the above procedure may result in disciplinary action being taken.

Extended unpaid leave of absence will not be granted to work for another employer. While on an extended unpaid leave of absence, the employee will not have the right to bid. Requests for extended unpaid leave of absences must be approved by the Board of Education. When an employee is on an extended unpaid leave of absence for twenty (20) working days or more, he/she will pay the complete premium for benefits.

All extended unpaid leave of absences can only be for one year excluding work related injuries (Worker's Compensation) which can be for two years.

Employees will be terminated and benefits stopped at the end of the leave, if the employee does not return to work.

If a classified employee would like to return earlier than originally requested, he/she must request in writing to the **Administrative Assistant of Business Affairs** the desire to do so, and the **Administrative Assistant for Business Affairs** must approve it and **it will be in the next Board of Education agenda/minutes.**

Extended unpaid leave will not be used to extend holidays.

Administration will respond to the request within ten (10) working days from the date of said request.

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CENTRAL ADMINISTRATIVE OFFICE
5721 SEAMAN RD., OREGON, OHIO 43616
TELEPHONE: (419) 633-0661
FAX: (419) 638-6016

DR. MICHAEL E. ZALAR, Superintendent

www.oregoncityschools.org

October 4, 2010

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

STATE EMPLOYMENT
RELATIONS BOARD
2010 OCT -6 PM 12:03

To Whom It May Concern:

Please find enclosed the negotiated agreements between the Oregon City Schools' Board of Education and the Oregon City Federation of Teachers and the Ohio Association of Public School Employees.

If you need additional information, please feel free to contact my office. Thank you.

Sincerely,

Michael E. Zalar, Ph.D.
Superintendent

MEZ:cs

Enclosures

BOARD MEMBERS: Diane Karoly, President; Eric Heintschel, Vice President; Diana Gadus; Richard Gabel; Carol Molnar

The Oregon City School District adheres to Title VI, Title IX, ADA, and Section 504; thus, does not discriminate in educational programs and employment practices on the basis of race, color, national origin, age, sex or handicap.