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## **MEMORANDUM OF UNDERSTANDING**

Between The Local 319  
Ohio Association of Public School Employees  
And The  
Westlake City School District Board of Education

Effective: January 1, 2013  
Through and Including: December 31, 2014

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## MEMORANDUM OF UNDERSTANDING

### **PURPOSE**

This Contract is made between the Westlake City Board of Education, hereinafter referred to as the "Employer, and/or Board" and the Ohio Association of Public School Employees (OAPSE), and its affiliate Local #319, AFSCME, AFL-CIO, hereinafter referred to as the "Union, or Association." The term "employee or employees" where used herein refers to all employees in the bargaining unit. The purpose of this Contract is to enable employees covered by this Contract to participate through Union representation in the establishment of terms and conditions of their employment. This paragraph neither creates, expands, limits nor eliminates any rights or duties of the Board and Union as provided by law or in this Agreement.

## ARTICLE 1 - NEGOTIATIONS PROCEDURE

### **A. ROLES**

1. The negotiations and dispute settlement procedures set forth in this Article shall govern negotiations conducted between the Board and the Association and shall be the exclusive procedures to be followed by both parties.
2. Either the Board or the Association may initiate negotiations by serving written notice to the other party not more than 120 nor less than 90 days prior to the expiration of this Agreement. At the same time that the notice is filed, the Board and the Association shall notify State Employment Relations Board (SERB) of the offer to negotiate and provide SERB with a copy of the existing Agreement.

### **B. PERSONNEL**

1. Negotiations Committee: Negotiations on behalf of the Association shall be conducted by a team, appointed by the Association. Legal counsel and/or professional consultants may be called in if desired.
2. Westlake Board of Education: Negotiations on behalf of the Board shall be conducted by the Superintendent or designated representative(s). Legal counsel and/or professional consultants may be called in if desired. All proposals made by the parties' representative during negotiations must be approved and ratified by the respective parties at a meeting called for such purpose before becoming binding and effective.
3. Each team shall be composed of 7 members, exclusive of legal counsel and/or professional consultant, and not more than 7 alternates. Alternates shall be permitted to attend negotiation sessions only upon the absence of the regular elected/appointed negotiation team member.

## C. MEETINGS

1. Meetings for the purpose of these negotiations shall be held at such times and places as are mutually agreeable to all participants.
2. At the first meeting and before proposals are exchanged the participants shall establish guidelines of procedure under which the meetings shall be governed during that term of negotiations. Proposals shall be in such form that they may be immediately agreed to if acceptable.

## D. AGREEMENT

1. Agreement shall be reached only upon the acceptance of both parties of the same letter and spirit in writing, and by the further acceptance by the Association and the Board, according to their respective rules and procedures, of the same.
2. If agreement is not reached within 45 days of the expiration of this Agreement, both parties shall use the services of the Federal Mediation and Conciliation Service (FMCS) as follows:
  - (1) FMCS shall be contracted jointly by both parties so that mediation may start within 3 days after petitioning FMCS or the date mutually agreed upon. Once started, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the mediator.
3. It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure, which supersedes the procedures contained in Ohio Revised Code (ORC) Section 4117.14.

## E. RECOGNITION

1. The Board of Education of the Westlake City School District hereby recognizes Local 319 of the OAPSE as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described classifications which include related auxiliary funded positions:
  - (1) Cafeteria
  - (2) Clerical/Assistants
  - (3) Custodial
  - (4) Maintenance
  - (5) Mechanics
  - (6) Transportation
2. Excluded from the bargaining unit are the Administrative Assistant to Superintendent, Administrative Assistant to Director Business Affairs, Administrative Assistant to Curriculum Director/Registrar, Personnel Administrative Assistant, Payroll Manager, Administrative Assistant to Treasurer, Accounts Payable/Budget Analyst, Pupil Services Administrative Assistant, Pupil Services Clerk Typist, Receptionist, Accounting Clerk, Special Fund Clerk, Senior Network Technician and Network Technician.

3. Also excluded from the bargaining unit shall be all substitute employees. Substitute employees shall be defined as those person(s) hired on an "as-needed" basis or used to fill in for regular bargaining unit employees who are absent from work due to illness, injury or disciplinary actions, vacations or leaves of absence. Also excluded are all other positions defined by ORC Chapter 4117 to be supervisory, casual, seasonal, confidential or management level. "Casual and seasonal" employees excluded from the unit shall include high school and college students employed to work part time and maintenance employees hired to work only during the summer months.
4. If the Board establishes a new job classification that is well related to the Union's bargaining unit, such new classification shall, due to the nature of the work and its close proximity to other classified bargaining unit positions, be rightfully included in the Union's bargaining unit. Should there be any question concerning the placement of the new position or classification in the bargaining unit, or its possible exclusion, the Union may file a grievance at Step 3 of the Grievance Procedure.
5. The recognition shall remain in effect from year to year. In the event a competing employee organization attempts to secure bargaining rights to this unit, said organization must file the appropriate petitions with the SERB in accordance with ORC 4117.

## **ARTICLE 2 – PAY DATES**

- A. Pay dates for classified employees shall be twice per month, the 15<sup>th</sup> or the closest working day thereto and the last working day of the month. Before issuing the annual pay schedule, the Board Treasurer or designee and the Union President or designee(s) and a committee appointed by the Union President shall meet to discuss the proposed schedule with the intent to even out the number of days in each pay period.
- B. All salaried employees' pay shall be calculated and paid over a 12-month period (24 pays).
- C. With the agreement of the Treasurer a 9-month employee may have the option of 20 pays or 24 pays. The employee must make her/his request for the 20-or-24 pay program by September 1 of each year, with the request to be submitted in writing to the Office of the Treasurer. This annual election is irrevocable for the remainder of the school year.
- D. All employees who commence employment with the Board on or after July 1, 2001 shall receive their pay via direct deposit.

**ARTICLE 3 – SALARY SCHEDULES**

- A. Salary schedules headed 2013 shall become effective January 1, 2013. The salary schedule indicates a base freeze and step freeze for the period January 1, 2013 through and including December 31, 2014. There is no step movement for 2013 or 2014, i.e., each employee will remain on the same step where she/he was placed for 2012, absent a change in job position.
- B. Clerical Salary Schedule: There is no step movement for 2013 or 2014, i.e., each employee will remain on the same step where she/he was placed for 2012, absent a change in job position.

Years Exp.	Class A			Class B			Class C			Class D		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
0	2161	2161	2161	2178	2178	2178	2253	2253	2253	2331	2331	2331
1	2238	2238	2238	2261	2261	2261	2331	2331	2331	2410	2410	2410
2	2317	2317	2317	2337	2337	2337	2414	2414	2414	2487	2487	2487
3	2393	2393	2393	2424	2424	2424	2501	2501	2501	2569	2569	2569
4	2474	2474	2474	2520	2520	2520	2577	2577	2577	2656	2656	2656
5	2568	2568	2568	2588	2588	2588	2664	2664	2664	2745	2745	2745
6	2657	2657	2657	2678	2678	2678	2744	2744	2744	2810	2810	2810
7	2749	2749	2749	2757	2757	2757	2834	2834	2834	2913	2913	2913
8	2845	2845	2845	2854	2854	2854	2928	2928	2928	3004	3004	3004
9	2940	2940	2940	2951	2951	2951	3027	3027	3027	3098	3098	3098
10	3079	3079	3079	3042	3042	3042	3123	3123	3123	3203	3203	3203
11	3079	3079	3079	3131	3131	3131	3205	3205	3205	3292	3292	3292
12	3122	3122	3122	3263	3263	3263	3336	3336	3336	3417	3417	3417
13	3130	3130	3130	3277	3277	3277	3352	3352	3352	3434	3434	3434
15	3130	3130	3130	3309	3309	3309	3381	3381	3381	3467	3467	3467
17	3165	3165	3165	3354	3354	3354	3430	3430	3430	3515	3515	3515
20	3258	3258	3258	3440	3440	3440	3520	3520	3520	3600	3600	3600

1. Classification of positions

- (1) *Class A* – Clerk/Typist; Secretary-Mobile Unit
- (2) *Class B* – Xerox Machine Operator; Audio-Visual Desk Assistant; Library Desk Assistant
- (3) *Class C* – Secretary of Elementary School Principal; Secretary to Middle School Principal; Secretary of High School Assistant Principal; Clerk-Library (provided the incumbent employee remains in the position); Secretary to Athletic Director; Secretary to Middle School Assistant Principal; Secretary to Elementary Guidance; Data Processing Secretary; Resourcarian; Secretary to Assistant Principal-Intermediate School; Secretary to Transportation/Maintenance.
- (4) *Class D* – Secretary to High School Principal; Secretary-Transportation; Secretary to High School Guidance; Data Processing Clerk
- (5) *Hours* – All full-time clerical positions shall be based upon a 7-1/2 hour workday. One 10-minute break shall be provided. Lunch periods shall be scheduled for 30 minutes. (Exception: Upon the approval of the immediate

supervisor the lunch period may be scheduled for 45 minutes or 1 hour.)  
The lunch period is unpaid and is in addition to the 7-1/2 hour workday.

2. An annual supplemental salary of \$2500 is paid to the employee awarded the supplemental contract for the performance of District-wide audio-visual responsibilities.

C. Supervision Assistants, Teacher Assistant, Attendant, Special Education Assistant, Special Education Bus Assistants Salary Schedule: There is no step movement for 2013 or 2014, i.e., each employee will remain on the same step where she/he was placed for 2012, absent a change in job position.

Years Experience	2012	2013	2014
0	13.29	13.29	13.29
1	13.75	13.75	13.75
2	14.20	14.20	14.20
3	14.71	14.71	14.71
4	15.18	15.18	15.18
5	15.72	15.72	15.72
6	16.26	16.26	16.26
7	16.72	16.72	16.72
9	17.09	17.09	17.09
10	17.26	17.26	17.26
12	17.80	17.80	17.80
15	18.01	18.01	18.01

1. Attendants paid an additional \$0.20 cents per hour.
2. Special Education Assistants and Special Education Bus Assistants paid an additional \$0.30 cents per hour stipend.
3. Classification of positions
  - (1) Teacher Assistant; Special Education Assistant; Elementary Assistant; Attendant; ESL Assistant; Supervisory Assistant; Playground Assistant; Special Education Bus Assistants.
  - (2) Hours – All full-time clerical positions shall be based upon a 7-1/2 hour workday. One 10-minute break shall be provided. Lunch periods shall be scheduled for 30 minutes. (Exception: Upon the approval of the immediate supervisor the lunch period may be scheduled for 45-minutes or 1-hour.) The lunch period is unpaid and is in addition to the 7-1/2 hour workday.

D. Custodial Salary Schedule: There is no step movement for 2013 or 2014, i.e., each employee will remain on the same step where she/he was placed for 2012, absent a change in job position.

Years Exp.	Head WHS	Head Middle	Head Elem	Ass't	Cleaner	Head WHS	Head Middle	Head Elem	Ass't	Cleaner	Head WHS	Head Middle	Head Elem	Ass't	Cleaner
	2012	2012	2012	2012	2012	2013	2013	2013	2013	2013	2014	2014	2014	2014	2014
0	17.99	17.58	16.81	15.66	14.60	17.99	17.58	16.81	15.66	14.60	17.99	17.58	16.81	15.66	14.60
1	18.35	17.93	17.21	15.99	15.02	18.35	17.93	17.21	15.99	15.02	18.35	17.93	17.21	15.99	15.02
2	20.68	20.25	19.48	18.06	16.93	20.68	20.25	19.48	18.06	16.93	20.68	20.25	19.48	18.06	16.93
3	21.16	20.68	19.92	18.56	17.39	21.16	20.68	19.92	18.56	17.39	21.16	20.68	19.92	18.56	17.39
4	21.65	21.19	20.41	18.99	17.39	21.65	21.19	20.41	18.99	17.39	21.65	21.19	20.41	18.99	17.39
5	22.20	21.74	20.88	19.57	17.55	22.20	21.74	20.88	19.57	17.55	22.20	21.74	20.88	19.57	17.55
6	22.65	22.19	21.39	20.05	17.69	22.65	22.19	21.39	20.05	17.69	22.65	22.19	21.39	20.05	17.69
7	23.22	22.77	21.75	20.94	17.82	23.22	22.77	21.75	20.94	17.82	23.22	22.77	21.75	20.94	17.82
8	23.73	23.27	22.43	21.00	17.82	23.73	23.27	22.43	21.00	17.82	23.73	23.27	22.43	21.00	17.82
9	24.24	23.79	22.94	21.00	17.82	24.24	23.79	22.94	21.00	17.82	24.24	23.79	22.94	21.00	17.82
10	25.10	24.62	23.83	21.19	18.26	25.10	24.62	23.83	21.19	18.26	25.10	24.62	23.83	21.19	18.26
12	25.27	24.81	24.03	21.19	18.26	25.27	24.81	24.03	21.19	18.26	25.27	24.81	24.03	21.19	18.26
15	25.55	25.10	24.33	21.60	18.26	25.55	25.10	24.33	21.60	18.26	25.55	25.10	24.33	21.60	18.26
17	25.71	25.24	24.40	21.60	18.26	25.71	25.24	24.40	21.60	18.26	25.71	25.24	24.40	21.60	18.26
20	26.10	25.61	24.50	22.05	18.26	26.10	25.61	24.50	22.05	18.26	26.10	25.61	24.50	22.05	18.26
25	26.58	26.10	25.26	22.52	18.26	26.58	26.10	25.26	22.52	18.26	26.58	26.10	25.26	22.52	18.26

1. Those custodial employees with a boiler operator's license receive \$0.20 cents per hour additional.
2. Custodial and maintenance employees who hold a valid Class III Stationary Steam License shall receive an additional \$0.50 cents per hour.

E. Maintenance Salary Schedule: There is no step movement for 2013 or 2014, i.e., each employee will remain on the same step where she/he was placed for 2012, absent a change in job position.

Years Experience	Maintenance	Maintenance Helper	Maintenance	Maintenance Helper	Maintenance	Maintenance Helper
	2012	2012	2013	2013	2014	2014
0	18.27	15.66	18.27	15.66	18.27	15.66
1	18.58	15.99	18.58	15.99	18.58	15.99
2	20.92	18.06	20.92	18.06	20.92	18.06
3	21.39	18.56	21.39	18.56	21.39	18.56
4	21.94	18.99	21.94	18.99	21.94	18.99
5	22.42	19.57	22.42	19.57	22.42	19.57
6	22.93	20.05	22.93	20.05	22.93	20.05
7	23.39	20.94	23.39	20.94	23.39	20.94
8	24.03	20.94	24.03	20.94	24.03	20.94
9	24.52	20.94	24.52	20.94	24.52	20.94
10	25.42	21.19	25.42	21.19	25.42	21.19
11	25.42	21.19	25.42	21.19	25.42	21.19
12	25.57	21.35	25.57	21.35	25.57	21.35
15	25.85	21.60	25.85	21.60	25.85	21.60
17	26.06	21.60	26.06	21.60	26.06	21.60
20	26.39	22.05	26.39	22.05	26.39	22.05
25	26.90	22.52	26.90	22.52	26.90	22.52

1. Maintenance Team Leader shall be paid an hourly stipend of \$2.00.
2. Custodial and maintenance employees who hold a valid Class III Stationary Steam License shall receive an additional \$0.50 cents per hour.

F. Transportation Salary Schedule: There is no step movement for 2013 or 2014, i.e., each employee will remain on the same step where she/he was placed for 2012, absent a change in job position.

Years Exp.	Master				Master				Master			
	Driver	Mechanic	Mechanic	Dispatcher	Driver	Mechanic	Mechanic	Dispatcher	Driver	Mechanic	Mechanic	Dispatcher
	2012	2012	2012	2012	2013	2013	2013	2013	2014	2014	2014	2014
0	16.57	20.78	17.59	2717	16.57	20.78	17.59	2717	16.57	20.78	17.59	2717
1	16.89	21.10	18.01	2812	16.89	21.10	18.01	2812	16.89	21.10	18.01	2812
2	19.11	23.70	20.31	2907	19.11	23.70	20.31	2907	19.11	23.70	20.31	2907
3	19.59	24.18	20.80	3004	19.59	24.18	20.80	3004	19.59	24.18	20.80	3004
4	20.05	24.68	21.30	3109	20.05	24.68	21.30	3109	20.05	24.68	21.30	3109
5	20.51	25.11	21.74	3218	20.51	25.11	21.74	3218	20.51	25.11	21.74	3218
6	20.95	25.61	22.12	3295	20.95	25.61	22.12	3295	20.95	25.61	22.12	3295
7	21.55	26.17	22.66	3422	21.55	26.17	22.66	3422	21.55	26.17	22.66	3422
8	22.05	26.66	23.26	3532	22.05	26.66	23.26	3532	22.05	26.66	23.26	3532
9	22.54	27.23	23.67	3643	22.54	27.23	23.67	3643	22.54	27.23	23.67	3643
10	23.48	28.14	24.61	3765	23.48	28.14	24.61	3765	23.48	28.14	24.61	3765
11	23.68	28.14	24.61	3765	23.68	28.14	24.61	3765	23.68	28.14	24.61	3765
12	23.88	28.14	24.61	3765	23.88	28.14	24.61	3765	23.88	28.14	24.61	3765
13	23.88	28.40	24.89	3765	23.88	28.40	24.89	3765	23.88	28.40	24.89	3765
15	24.10	28.60	25.10	3765	24.10	28.60	25.10	3765	24.10	28.60	25.10	3765
17	24.21	28.81	25.29	3765	24.21	28.81	25.29	3765	24.21	28.81	25.29	3765
18	24.28	28.81	25.29	3765	24.28	28.81	25.29	3765	24.28	28.81	25.29	3765
20	24.41	29.07	25.58	3765	24.41	29.07	25.58	3765	24.41	29.07	25.58	3765

1. Vehicle Washer \$11.00 per diesel bus, \$8.50 per gas bus, and \$7.50 per van. State certified on-bus instructors (OBI) shall receive an additional \$0.70 cents per hour for training purposes.
2. The incumbent master mechanic is paid an additional \$0.75 cents per hour in addition to the negotiated increase over the rate previously in effect, with the understanding that the master mechanic fulfills duties set forth in a new job description prepared by the Director, Business Affairs.
3. Mechanics – degreasing vehicles for annual state inspection/preventive maintenance shall be paid \$39 per bus and \$29 per van/truck.

- G. Lunchroom Salary Schedule: There is no step movement for 2013 or 2014, i.e., each employee will remain on the same step where she/he was placed for 2012, absent a change in job position.

Years Exp.	Head Cook	Ass't Cook	Cashier	Helper Dishwasher	Head Cook	Ass't Cook	Cashier	Helper Dishwasher	Head Cook	Ass't Cook	Cashier	Helper Dishwasher
	2012	2012	2012	2012	2013	2013	2013	2013	2014	2014	2014	2014
0	11.62	10.96	10.71	10.51	11.62	10.96	10.71	10.51	11.62	10.96	10.71	10.51
1	11.98	11.24	11.06	10.87	11.98	11.24	11.06	10.87	11.98	11.24	11.06	10.87
2	13.62	12.84	12.49	12.33	13.62	12.84	12.49	12.33	13.62	12.84	12.49	12.33
3	14.07	13.28	12.98	12.83	14.07	13.28	12.98	12.83	14.07	13.28	12.98	12.83
4	14.52	13.62	13.40	13.20	14.52	13.62	13.40	13.20	14.52	13.62	13.40	13.20
5	14.89	14.30	14.07	13.85	14.89	14.30	14.07	13.85	14.89	14.30	14.07	13.85
6	15.67	14.89	14.21	13.96	15.67	14.89	14.21	13.96	15.67	14.89	14.21	13.96
7	16.09	15.45	14.21	13.96	16.09	15.45	14.21	13.96	16.09	15.45	14.21	13.96
8	16.83	15.93	14.21	13.96	16.83	15.93	14.21	13.96	16.83	15.93	14.21	13.96
9	17.30	16.62	14.21	13.96	17.30	16.62	14.21	13.96	17.30	16.62	14.21	13.96
10	17.86	17.29	14.78	14.47	17.86	17.29	14.78	14.47	17.86	17.29	14.78	14.47
11	18.31	17.43	14.78	14.47	18.31	17.43	14.78	14.47	18.31	17.43	14.78	14.47
12	18.54	17.55	15.00	14.67	18.54	17.55	15.00	14.67	18.54	17.55	15.00	14.67
13	18.63	17.55	15.00	14.67	18.63	17.55	15.00	14.67	18.63	17.55	15.00	14.67
15	18.83	17.68	15.16	14.89	18.83	17.68	15.16	14.89	18.83	17.68	15.16	14.89
20	19.38	18.12	15.67	15.33	19.38	18.12	15.67	15.33	19.38	18.12	15.67	15.33
25	19.93	18.54	16.15	15.84	19.93	18.54	16.15	15.84	19.93	18.54	16.15	15.84

1. Head Cook is expected to perform the same duties currently required of Cook Manager, including working supervisor responsibilities.

#### **ARTICLE 4 - VACATION**

- A. For services in the Westlake City Schools, 11- and 12-month employees as defined in O.R.C. 3319.084 shall have vacation according to the following schedule:

1. All employees hired after January 1, 1984 shall have the vacation anniversary date of July 1. Vacation time earned from date of employment to July 1 shall be prorated at the rate of 0.83 days for each complete month of employment. Employees with less than 3 complete months of service by July 1 shall not be eligible for vacation until the following July 1, at which time they shall receive full prorated vacation credit for all time worked. The vacation anniversary date for employees hired before January 1, 1984 is their date of employment, other than substitute. Credit shall be rounded off to the nearest 1/4 day.
2. During the month of June 2009, employees shall continue to accrue vacation at the same monthly rate in effect during January through May 2009, and may use accumulated vacation during June 2009 in accordance with normal rules and practice.
  - (1) After 1 year from vacation anniversary date, 10 workdays.
3. Employees who have completed 7 years of service are entitled to 12 days plus 1 additional day for each year beyond 7 years, to a maximum total amount of 21 earned days of vacation per year.

4. Employees who move from a 9- or 10-month position to a vacation eligible 11- or 12-month position, vacation eligibility shall be determined on a prorated basis by dividing the employees' total months of Board service in a non-vacation eligible position by 12.

#### B. Vacations Granted

1. Employees who are entitled to vacation must provide a 2-week written notice to their administrative supervisor. All requests for vacation shall be subject to the approval of their administrative supervisor, such as: Maintenance - Director of Business Affairs, Mechanics – Director of Transportation, Custodial – Building Principal. Upon appropriate notice and approval, an employee may take vacation at any time during the school year. No more than one custodial staff member per building shall be authorized to take vacation at any given point. Exceptions may be made to this limitation pending approval of the administrative supervisor.
2. Except for the mechanic classification, days excluded from vacation eligibility are the 10 workdays immediately before the opening of the school year. Vacation days shall be granted only if full substitute coverage can be acquired by the administrative supervisor. Vacations shall be granted on a seniority basis. All but 5 days must be scheduled. With prior approval of the administrative supervisor, up to 10 days may be carried over to the next vacation year with written request.

#### C. Vacation Credit

1. After one year's service an employee submitting a written 4-week notice of resignation shall be eligible for vacation credit earned from vacation anniversary date to date of resignation. Such earned vacation shall be taken by the employee prior to her/his final day of employment or the employee may request such remaining vacation time to be paid to her/him in the final payroll check or by mutual agreement within 60 days of retirement or resignation. Credit shall be rounded off to the nearest 1/4 day.

### **ARTICLE 5 - TEMPORARY ASSIGNMENT**

- A. When an employee (other than a substitute) is temporarily assigned by express direction of his administrative supervisor to a higher-level job classification with a higher pay schedule for a period of 2 hours or more, she/he shall be paid at her/his current experience level or closest to their step level on the higher pay schedule for the duration of such temporary assignment (i.e. until the person returns, the job is permanently filled or a different substitute is assigned). This will be retroactive to the first hour worked in the temporary assignment.

## ARTICLE 6 - HOLIDAYS

- A. Classified employees will be paid for the following holidays as qualified: New Year's Day; Martin Luther King Day (if in school calendar); Presidents' Day (if in school calendar); Good Friday; Memorial Day; July 4; Labor Day; Thanksgiving Day; Christmas Day. A holiday must fall within the work year of the employee; for example, drivers, cooks, and others who do not work in July will not be paid for July 4. Double the regular rate of pay will be paid for any work performed on a holiday in addition to the regular holiday rate. **No OAPSE member will work President's Day, February 17, 2014, as a result of the teachers agreeing to work that day.**
- B. Twelve-month non-certificated employees in the categories of Maintenance, Custodial and Mechanic will be granted a holiday the last full workday before Christmas.
- C. Twelve-month employees may have the Friday after Thanksgiving off without pay, provided that the least senior employee assigned to a building in the affected job classification may be required to work that day.
- D. If a holiday falls on a Saturday, the preceding Friday shall be a paid holiday. If a holiday falls on a Sunday, the following Monday shall be a paid holiday.
- E. Class A, B, C Employees
1. Nine-and ten-month employees shall have the following holidays: Labor Day; Thanksgiving Day; \*Friday after Thanksgiving; \*Christmas Vacation; Christmas Day; New Year's Day; Martin Luther King Day (if in school calendar); President's Day (if in school calendar); Good Friday; \*Spring Vacation; Memorial Day.
    - a.\*Employees in this classification shall follow the school district vacation schedule for Christmas and Spring. Employees shall not be paid for these vacations. In addition, the day after Thanksgiving is scheduled for no work without pay.
- F. Class D Employees
1. Twelve-month employees shall have the following holidays: Labor Day; Thanksgiving Day; \*Friday after Thanksgiving; Workday Before Christmas Day; Christmas Day; \*One other day during Christmas Vacation; New Year's Day; Martin Luther King Day (if in school calendar); President's Day (if in school calendar); \*One day during Spring Vacation; Good Friday; Memorial Day; Independence Day.
    - a. \*Employees in this classification shall not work on the day after Thanksgiving; one day during Christmas Break; and one day during Spring Vacation. These 3 days are scheduled for no work without pay.

## **ARTICLE 7 - EMERGENCY PAY**

- A. An employee called into work by an administrator or the Westlake Police, Fire Department or Alarm Company at a time she/he is not regularly scheduled to work shall receive a minimum of 3 hours pay at 1-1/2 of her/his hourly rate. An employee required to stand by shall be paid at a rate of \$3.00 per hour for such stand-by time. Stand-by time means that the employee is required to remain at home and await a possible call in to work. This includes approved time for any employee assigned to be in charge of snow watch. This Article does not apply to substitutes.

## **ARTICLE 8 - OVERTIME**

- A. The regular workweek for employees shall be 40 hours. The normal workweek is Monday through Friday. Subject to the special provisions for the third shift, all hours worked in excess of 40 hours in a workweek must be approved, in advance by the administrative supervisor or building principal, except in the case of an emergency, e.g., bus breakdowns. Such hours shall be compensated through pay or compensatory time as follows:
1. One and one-half (1-1/2) times the regular hourly rate for work in excess of 40 hours per week during Monday through Friday or for work on Saturday. With the mutual agreement of the administrative supervisor/building principal and the employee, third-shift custodial employees shall perform their Friday evening custodial duties on a.m. shift on Saturdays. Such employees shall receive the shift differential, but not overtime for the Saturday shift.
  2. Double (2x) times the regular hourly rate for work on Sundays and on holidays (in addition to holiday pay). If the holiday falls on a Saturday, the preceding Friday shall be a paid holiday. If a holiday falls on a Sunday, the following Monday shall be a paid holiday.
  3. Excluded from this provision is the Sunday building check and work that an employee(s) elect to do on a Sunday that can be done on a day other than Sunday.
  4. If the administrative supervisor agrees, the employee may accumulate compensatory time at the rate of 1-1/2 hours for each overtime hour worked. Compensatory time shall be taken at times mutually agreeable to the employee and administrative supervisor as not to interfere with the operation of the District.
  5. Compensatory time may accumulate to a total of 100 hours per year during the period July 1-June 30. Unused compensatory time shall be paid off at the end of that period.
  6. Head custodians shall ensure that overtime responsibilities are covered in their building and shall perform the duties in the absence of an appropriately qualified volunteer.

- B. In determining hours of overtime for a given workweek, all hours actually worked, hours of approved sick leave and holidays shall be included; all hours of personal leave, jury duty leave, and vacation leave shall be excluded, provided that with respect to bus mechanics only, vacation and personal leave hours shall be included.
- C. On a calamity day when school is closed, all employees receive their regular pay rates. If work is performed by an employee at the direction of his supervisor on a calamity day when school is closed, in addition to receiving his regular pay rate, the employee shall be compensated, through pay or release time at her/his regular rate for all hours worked on such day. Compensatory release time for calamity days will be scheduled by mutual agreement of the employee and his supervisor. Such compensatory release time shall be calculated in accordance with applicable Federal laws and regulations.
- D. This Article shall apply to Article 7; Paragraph A.
- E. There shall be no pyramiding of overtime.

## **ARTICLE 9 – SICK LEAVE**

### A. Sick Leave

- 1. Sick leave shall be accumulated to 325 days. No more than 260 days of accumulated sick leave shall be used to calculate any benefits, now and in the future, unless modified by law or agreement. (Such as sick leave conversion.)

### B. Sick Leave With Pay

- 1. Sick leave with pay that has been accumulated by the employee, may be used in ¼ day increments for full-time staff, for the following purposes:
  - (1) Employee Illness/Injury – For absence of the employee due to her/his illness, injury, or exposure to contagious disease if isolation is required by the Cuyahoga County Board of Health.
  - (2) Immediate Family Illness/Injury – For absence of the employee due to illness and/or injury in the immediate family. For the purpose of this section employees “immediate family” is defined as wife or husband, mother, father, son, daughter, (or someone who has stood in these relation’s stead) and those relatives who permanently reside, at least 30 days in the home of the employee and for whom guardianship is the employee’s responsibility.
  - (3) Nonresident Family Illness/Injury – For absence of the employee due to illness and/or injury of a mother, father, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson or granddaughter of an employee who does not reside in the home of the employee, only if the employee provides a doctor’s certificate setting forth the identity of the patient, the nature of the illness, the need for the absence of the employee, and is approved by the Superintendent.

- (4) Death – For absence of the employee due to death in the family. Death in the family of the employee or his spouse is defined to mean the death of the husband or wife, father, mother, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or someone who has stood in the stead of mother, father, son or daughter. When an absence due to death in the family is to exceed 5 days, an employee may request and shall be granted an additional 5 days from his accumulated sick leave. Sick leave shall be charged for attendance by an employee at the funeral of an immediate family member, as defined above.
- (5) Proof of Absence – The Superintendent or designee shall require the employee to furnish a signed statement to the effect that the absence was caused by illness or due to any of the foregoing causes. The Superintendent or designee may require the name of the physician and the date he was consulted if medical attention was required. The employee shall be required to provide a statement from an attending physician for any absence in excess of 4 consecutive days or for 7 occurrences per school year. The employee shall provide if requested either written proof that medical attention was provided or a written waiver providing the Superintendent or his designee to confirm with the provider only that such medical services were provided. The employee may be required to submit to a physical examination by a medical doctor whose name appears on a list approved by the Board. Falsification or improper use of sick leave, including failure to supply the required physician's statement, shall result in dock for all time in question and may result in further progressive and corrective disciplinary action up to and including termination.

- (6) Severance Pay – Upon official retirement under the provisions of the SERS and with 5 or more years of service with the Westlake City School District, an employee may elect to be paid in cash for ¼ of value of his accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made under this provision shall be ¼ of 260 days of sick leave. In addition, the employee shall receive 10% of her/his unused days accumulated but not used during the last 5 years of employment. (For this purpose, days shall be deemed used on a last-in first-out basis). For example, an employee who uses 5 days of sick leave in their last 5 years of employment shall receive an additional 7 days of severance upon retirement. The severance payment shall be made to the employee on the first regular pay date which is not less than 10 days after presentation to the Board Treasurer of the employee's first SERS retirement check or first direct deposit notice from SERS.

### C. Incentive Program for Early Retirement

1. Statement of Plan – The following retirement incentive policy is intended to provide an incentive for early retirement. PARTICIPATION IN THIS PLAN IS VOLUNTARY.
2. Eligibility for Benefits
  - (1) The non-teaching employee must be presently employed by the Board and:
    - (a) Must have 10 or more years of service with the Board immediately prior to retirement; AND
    - (b) Must meet all eligibility requirements for SERS at the end of the contract year in which the option is exercised; AND
    - (c) Must elect to retire at the end of the first school year in which the employee satisfies any of the following 3 eligibility criteria for service retirement;
      1. Has at least 25 years of service eligibility under SERS and has attained 55 years of age before June 30 of the school year at the conclusion of which the employee retires; OR
      2. Has 30 years of service eligibility under SERS, regardless of age; OR
      3. Has at least 10 years of service eligibility under SERS and has attained 60 years of age before June 30 of the school year at the conclusion of which the employee retires, AND
    - (d) Must not have satisfied any of the criteria described in Article 9, Paragraph C, sub (c) above by July 1 of each year or any earlier school year.

(2) This plan does not apply to:

- (a) Those applying for and/or receiving disability retirement.
- (b) Those terminated by the School Board for cause or where contracts are otherwise discontinued or suspended involuntarily.
- (c) Those who are subject to a Board-determined reduction in force.

### 3. Procedure for Acquiring Benefits

- (1) On or before March 1 of the school year at the end of which the member of the Bargaining Unit shall retire, she/he shall submit a letter of resignation to retire effective with the close of that school year. Such date shall be May 1 of that School Year.
- (2) After receipt of the letter from the employee exercising this early retirement option, the Board Treasurer shall verify that the applicant meets all of the requirements of the Plan and issue a notice within 30 days of application. Neither the Board nor the employee may withdraw from this action after Board approval of the early retirement.

### 4. Benefits

- (1) In addition to the severance pay benefits currently provided under Section 9B-1(5) above, all Bargaining Unit members meeting all the eligibility requirements of Section 9C-2 above and procedural requirements of Section 9C-3 above who elect to retire shall receive an incentive payment computed by multiplying her/his accrued and unused sick days in excess of 140 times her/his then per diem rate of pay, provided, however, that the combined amount of incentive under Article 9, paragraph B-5 above shall not exceed \$12,500.
- (2) Payments of incentive under this Article 9, paragraph C shall be made to the employee on the first regular date which is not less than 10 days after presentation to the Board Treasurer of the employee's first SERS retirement check or first direct deposit notice of such check from SERS.
- (3) The benefits provided in Article 9, paragraph B5 and paragraph C are exclusive of and may not be included in salary computations for the purpose of determining SERS benefits.

### D. Severance Payment Committee

- 1. A committee shall be established to discuss the potential options to defer an employee's severance payment. The membership shall consist of equal representation of the OAPSE Local, the Board and the exempt bargaining group. The Superintendent shall appoint a facilitator.
- 2. The committee's authority shall include the exploration of possible severance payment deferral options and shall have the authority to submit recommendations to the OAPSE Local, exempt bargaining group and the Board for review, negotiations (if applicable), and ratification.

#### E. Donation of Sick Leave

1. If a classified employee is currently absent for 30 consecutive work days or more, and has exhausted all of her/his accumulated sick leave due to the current or previous catastrophic or long-term illness or accident of the staff member, and her/his spouse or minor child, and/or special needs child, another classified staff member who is on the same step of the salary schedule or has a higher daily rate may donate up to 5 days of her/his accumulated sick leave to the absent classified staff member. The requirement of 30 consecutive days of absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
2. No classified staff member may receive more than an aggregate of 30 donated sick leave days in any one school year.
3. Donation of sick days shall be initiated by a classified staff member on the form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent classified staff member is exhausted.
4. Donated sick leave shall be added to the accumulated sick leave of the absent classified employee and deducted from the donating employee.

#### F. Substitute Lists

1. The Administration and the Union shall develop and maintain an electronic substitute list for bargaining unit classifications. The Administration shall make a reasonable effort to recruit substitutes and keep the list accurate.

### **ARTICLE 10 – SICK LEAVE WITHOUT PAY**

- A. After an employee has exhausted her/his sick leave with pay, she/he may be granted a leave of absence without pay or benefits for a period not to exceed 2 years because of personal illness or injury or illness or injury in the employee's immediate family upon written request supported by medical evidence satisfactory to the District. An employee on sick leave or sick leave without pay must keep the District informed on the progress of her/his illness or injury or illness or injury in the immediate family by submission of a written update report on at least a monthly basis, unless incapacitated.

### **ARTICLE 11 – PERSONAL LEAVE**

#### A. Personal Leave

1. Employees will be granted a maximum of 3 unrestricted days per school year of personal leave. However, personal leave may not be used for any type of employment or self-employment for remuneration. At the end of each year, unused personal days will be credited to the employee's accumulated sick leave.

2. Where personal leave is requested on one or both of the two workdays immediately preceding or immediately following a school holiday or vacation break, or during the first 10 and/or last 10 employee workdays of the school year, or on Fridays or Mondays during May and June ("restricted days"), the employee shall be required to submit to the Office of the Superintendent, the specific reasons for her/his use of personal leave. Personal leave shall be granted on such restricted days for the following: adopting a child, appearing as a litigant or a subpoenaed witness in court; transporting a child to or from college (2 days per school year); attending the funeral of a relative or close friend (1 day if within 150 miles of Westlake, 2 days if more than 150 miles from Westlake); emergency transportation difficulties between home and school; observing a religious holiday; attending graduation of self, spouse or child; accident in family or involving family property; attending marriage ceremony of self, son, daughter, brother, sister, mother or father; being a member of the wedding party of son- or daughter-in-law, brother- or sister-in-law; father- or mother-in-law; or attending a son's/daughter's school-related activities.
3. On the day prior to NEOEA Day, not more than 3 members of the bargaining unit may take unrestricted personal leave. Applications will be granted on the basis of the date of receipt of the application at the Office of the Superintendent beginning with the first employee workday of the school year.
4. Reasons for use of personal leave are privileged information and shall be respected as such.
5. For situations in which prior notification cannot be given, the employee will report the absence to her/his immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon her/his return to school.
6. Personal leave may be used if the employee is unable to return to the work assignment after a vacation due to an act of God directly affecting the employee's return and for which no alternatives or prior planning was possible.
7. In addition to the foregoing, upon mutual agreement between the Superintendent and employee, additional personal leave without pay shall be granted.

B. Professional Leave to Attend OAPSE Annual State Conference and District Conference

1. There shall be no deduction from the pay of a classified employee attending the OAPSE Annual State Conference as a delegate of Local #319. There shall be no deduction from the pay of a classified employee attending the District Conference if said conference is held on a scheduled workday and no classes are in session in the Westlake City Schools. In either instance, the employee shall secure the prior approval of his administrative supervisor and the Superintendent. No more than 50% of each building's custodial and maintenance staff may attend the District Conference. Employees must provide verification of attendance at District Conference.

### C. Professional Meeting

1. Classified employees are encouraged to attend professional meetings that contribute to the improvement of knowledge and skills directly related to their position with the Westlake City Schools.

(1) Written request shall be submitted to the administrative supervisor for approval and forwarded to the Superintendent. The Superintendent at his discretion shall have authority to grant such requests without a loss of pay.

### D. Reimbursements

1. Employees shall be reimbursed at the mileage rate established by the I.R.S. for the use of their private automobile for approved official school business.
  2. Round trip transportation costs shall be paid at the actual public transportation costs (air travel limited to air tourist class), or at the mileage rate established by the I.R.S.
  3. Professional meeting registration shall be paid by the Board but shall not include membership fees or dues to an organization.
  4. Housing shall be paid not to exceed \$65.00 per day.
  5. Meal expenses shall be reimbursed to the maximum of \$40.00 per day.
  6. Prior to reimbursement, receipts must be furnished for lodging, turnpike tolls, public transportation, and meeting registration if registration receipts are furnished.
  7. All professional meeting requests must have the approval of the Superintendent.
- E. All absences of such nature must be approved before the employees leave to attend such meetings.

## **ARTICLE 12 – PERSONAL LEAVE WITHOUT PAY**

- A. Personal leave without pay shall be granted for attendance at meetings, other than those of the local chapter required by virtue of an elected or appointed office of the Association.
- B. In addition of the foregoing, upon mutual agreement between the Superintendent and employee, additional personal leave without pay shall be granted.

## **ARTICLE 13 – ASSAULT LEAVE**

### **A. Assault Leave**

1. Employees absent from assigned duties because of physical disability directly resulting from a physical assault occurring during the performance of their employment assignment shall be maintained on a full-pay status during the period of approved absence.
2. Upon a determination of eligibility by the Superintendent, the Superintendent shall grant upon request of the employee and indication of an assault up to 5 days of assault leave with full pay less other remuneration received by the employee for employment during such workdays subject to assault leave.
3. Employees who have been physically attacked or a witness to the attack, if any, shall make an immediate report of the attack to the building principal or such other school administrator who may be on duty. A written report shall be made by the employee to the proper school administrator before the end of the day or as soon as the employee is physically able. Such report shall contain all relevant facts and include the names of teachers, students, and/or other persons who were witness or may have participated in the attack.
4. If the assaulted employee decides to file criminal charges against a person making a physical assault on the employee, such employee shall file the complaint with the appropriate court, and provide such reports as may be required to the office of the prosecutor.
5. Employees absent from assigned duties as a result of a physical attack on the employee by another person during the period of their employment assignment shall submit a signed request for assault leave on forms developed by the school administrators immediately upon their return to their regular assignment. If medical attention was required as a result of the physical assault, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be paid and before the employee may be allowed to resume the regularly assigned duties.
6. Assault leave approved under rules adopted by the Westlake Board of Education shall not be charged against sick leave earned by the employee under Section 3319.141 of the ORC.
7. Employees who have filed complaints of physical assault suffered during their employment assignment in an appropriate court and who are required by the court to be absent from assigned duties at a later date for purposes of appearing in court may request assault leave with full pay for the day(s) of absence required by the court.
8. Falsification of either a signed statement or a physician's certificate shall be grounds for suspension or termination of employment.

## **ARTICLE 14 – JURY DUTY**

- A. An employee who serves as a juror shall be granted leave without loss of pay or other emoluments for days covered by the jury duty. The employee shall not be required to remit jury duty pay to the Board.
- B. An employee who is subpoenaed to appear in court as a witness in a proceeding where she/he is not a party shall be paid at her/his regular rate of pay without use of personal days or sick days.
- C. An employee who is directed by the Board or its administrative agent(s) to appear in court on behalf of the Board or in any other job-related capacity, shall receive his/her regular rate of pay as a bargaining unit member and will not forfeit her/his personal leave.

## **ARTICLE 15 – MILITARY LEAVE**

- A. Military leaves and right to re-employment upon completion of military service shall be granted upon the terms and conditions and to the extent provided by ORC Section 3319.085 provided, however, that such employee's leave shall not commence more than 1 week prior to entering such service.

## **ARTICLE 16 – MATERNITY/ADOPTION LEAVE**

- A. Bargaining unit members who are pregnant shall be entitled to an unpaid leave of absence for maternity leave not to exceed 2 years. The effective date for the leave shall be determined by the employee's physician. The affected employee shall make application, through the Superintendent, at least 30 days prior to the commencement of the leave, unless an emergency arises, wherein notice from the employee's attending physician shall be submitted within 2 weeks of the onset of the leave. Employees may access their accumulated sick leave prior to assuming an unpaid leave, so long as the female employee is physically unable to perform her job duties as a result of the pregnancy and/or effects of delivery and/or care of the newborn.
- B. Upon written request given at least 30 days in advance of taking custody, an employee adopting or assuming guardianship of a child under age 2, shall be granted an unpaid leave of absence for a period not to exceed 2 years.
- C. Employees shall notify the Superintendent of their intent to return to employment in their job classification from unpaid maternity/adoption leave at least 4 weeks in advance of the anticipated date of return. An employee on leave under this section shall not move up in steps on their salary schedule during time of leave and shall not accumulate additional years of service during such period.
- D. The employee on leave under this section shall have the option of remaining under group insurance benefits, subject to the rules of the carrier, by paying all premium costs associated therewith.

## **ARTICLE 17 – GENERAL LEAVE CONDITIONS**

- A. All leaves of absence (and extensions thereof) must be applied for in writing on forms to be provided by the District. Action to grant or reject said leave shall be taken by the Administration as soon as possible and in no event more than 7 days after receipt of the written request. An employee may return to work prior to the expiration of any period of leave of absence if such early return is agreed to in writing by the District. Upon return to work from a leave of absence, the employee shall be assigned to her/his former position or a similar position if the former position is not vacant or no longer exists at a rate of pay appropriate to the position.
- B. Any misrepresentation of facts or other circumstances related to an application for a leave of absence shall be proper cause for disciplinary action including termination.
- C. An employee who fails to report to work at the expiration of a leave of absence or fails to timely secure an extension of such leave shall be deemed absent without leave and to have abandoned her/his position of employment.
- D. Falsification of the application or improper use of leaves under Article 9-Sick Leave; Article 11-Personal Leave; Article 13-Assault Leave and Article 14-Court Leave shall be grounds for suspension or termination.

## **ARTICLE 18 – FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

### **A. Eligibility**

- 1. Pursuant to the terms and conditions of this Article, an eligible employee may take up to 12 work weeks of unpaid leave ("FMLA leave") in any 12-month period, for 1 or more of the following circumstances:
  - (1) the birth of the employee's child and to care for the child up to age 1;
  - (2) the placement of a child with an employee for adoption or foster care, up to a 12-month period after the placement;
  - (3) to care for an immediate family member (spouse, child, or parent) of an employee when that family member has a serious health condition;
  - (4) the employee's inability to perform the functions of the position because of the employee's own serious health condition.
- 2. To be eligible for FMLA leave, the employee must:
  - (1) have been working for the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
  - (2) have worked at least 1,250 hours during the 12-month period preceding the FMLA leave.
- 3. Twelve-month period is defined as the 12-month period measured forward from the date the employee's first FMLA leave begins. The employee would be entitled to 12 weeks of leave during the year beginning on the first date FMLA leave is taken. The next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period. Each time an employee takes FMLA

leave, the remaining leave entitlement would be any balance of the 12 weeks, which has not been used during the immediately preceding 12 months.

## B. Serious Health Condition – Defined

1. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

- (1) *Inpatient care* (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of *incapacity* (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care.
- (2) *Continuing treatment* by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
  - (a) A period of incapacity of more than 3 consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
    1. Treatment 2 or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services.
    2. Treatment by a health care provider on at least 1 occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - (b) Any period of incapacity due to pregnancy, or for prenatal care.
  - (c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
    1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
    2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
    3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

- (d) A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.)
  - (e) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
2. Treatment for purposes of Article 18, paragraph B-1 includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications (e.g., aspirin), or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
  3. Conditions for which cosmetic treatments are administered are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this Section are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this Section are met. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.
  4. Substance abuse may be a serious health condition if the conditions of this Section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

5. Absences attributable to incapacity under Article 18, paragraphs B1-(2)(b) and B1-(2)(c) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than 3 days. (Examples: an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level; a pregnant employee may be unable to report to work because of severe morning sickness.)
6. "Health care provider" is defined as:
  - (1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices;
  - (2) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
  - (3) Nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
  - (4) Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.
7. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.
8. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of 12 weeks. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for 1 of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and 12 weeks for FMLA leave for a purpose other than those contained in this paragraph.
9. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the Agreement.

### C. Notice

1. The employee shall provide the Director of Human Resources with written notice no fewer than 30 days prior to taking unpaid FMLA leave for the birth or placement of a child when the employee's need for leave is foreseeable.
2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable based upon planned medical treatment, the employee shall provide the Director of Human Resources, not less than 30 days prior to the requested leave commencing, with written certification (*FMLA Form Attachments I and II refer to appendix section*) issued by a health care provider to support her/his request for leave.
3. If an employee requires intermittent leave or a reduced work schedule as set forth below, the employee shall provide the Director of Human Resources, not less than 30 days prior to commencing the modified work schedule, with written certification (*FMLA Forms Attachments I and II refer to appendix section*) issued by a health care provider to support his/her request for leave so long as the need for leave is foreseeable.
4. If the employee's need for leave is not foreseeable, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that an employee shall give notice to the Director of Human Resources within 1 or 2 working days of learning of the need for leave, except in extraordinary circumstances. The employee should provide notice to the Director of Human Resources either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the employee's representative (e.g., a spouse, family member, or other responsible party) if the employee is unable to do so personally.

### D. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Article 9 of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the employee had been notified by the Director of Human Resources while on paid sick leave that this leave would be counted as FMLA leave (*FMLA Form Attachment III refer to appendix section*).
2. Where an employee has earned paid sick leave days, this paid leave shall be substituted, at the employee's request, for all or part of any unpaid FMLA leave taken to care for an immediate family member or for the employee's own serious health condition.

3. When an employee utilizes sick leave for a reason that the Board believes to be a “serious health condition” (that of the employee or of an immediate family member), the employee shall be notified in writing by the Board that said sick leave days count toward her/his annual FMLA leave entitlement (*FMLA Form Attachment IV refer to appendix section*). If the employee does not believe her/his leave meets the criteria of a “serious health condition”, the employee must notify in writing the Director of Human Resources within 14 days of receiving the notice and shall explain why her/his sick leave use does not meet the criteria of a “serious health condition.” Unless the employee again hears from the Director of Human Resources on this specific situation, the Director of Human Resources shall correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leaves. If the employee does not notify in writing the Director of Human Resources within 14 days, the correction shall not be made.

#### E. Intermittent Leave and Reduced-Work Schedule

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

#### F. Medical Opinion

1. Additional Certifications: For unpaid FMLA leave the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board (*FMLA Form Attachment V refer to appendix section*). If the second opinion is in conflict with the initial certification provided by the original health care provider, the Board may request, at the Board’s expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave (*FMLA Form Attachment VI refer to appendix section*). The employee and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board shall be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee shall be bound by the second certification.

2. An employee on FMLA leave must obtain subsequent recertification upon request of the Board. *(FMLA Form Attachment VII refers to appendix section).*
  - (1) The recertification must be turned in within 15 calendar days following the Board's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
  - (2) For pregnancy, chronic, or permanent/long-term conditions under the continuing supervision of a health care provider, recertification request by the Board shall not be more often than every 30 days and only in connection with an absence by the employee, unless:
    - (a) Circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of absences, the severity of the condition, complications); or
    - (b) The Board receives information that casts doubt upon the employee's stated reason for the absence.
  - (3) If the minimum duration of the period of incapacity as specified on a certification furnished by the health care provider is more than 30 days, the Board shall not request recertification until that minimum duration has passed, unless one of the conditions set forth below in subparagraphs (4)(a) and (4)(c) is met.
  - (4) For circumstances not covered by subparagraphs (2)(b) and (2)(c) above, the Board may request recertification at any reasonable interval, but not more often than every 30 days, unless:
    - (a) The employee requests an extension of leave;
    - (b) Circumstances described by the original or previous certification have changed significantly (e.g. the duration of the illness, the nature of the illness, complications); or
    - (c) The Board receives information that casts doubt upon the continuing validity of the prior certification.
    - (d) Any recertification requested by the Board shall be at the employee's expense.

## G. Benefits

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

## H. Return to Work

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

## I. Penalties for Misuse

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

## J. Inconsistencies Between the Agreement and FMLA

1. All terms which are not defined specifically in this Agreement shall have the same meaning as those terms defined in the FMLA of 1993 and its' implementing regulations. If there are any inconsistencies between this Section and the FMLA of 1993, the FMLA of 1993 shall prevail.

## ARTICLE 19 – PAYROLL DEDUCTIONS

### A. Payroll Deductions

1. In addition to those payroll deductions required by law the following agencies are eligible for payroll deductions:

### B. Dues Deduction

1. The Board agrees to deduct from the wages of employees for the payment of dues to the Association upon presentation of a written authorization individually executed by an employee.
2. Union dues, as certified by the Treasurer of the Union, shall be submitted to the Board Treasurer by August 15<sup>th</sup>. Dues deductions shall be in 16 equal deductions, October through May. The Board Treasurer shall supply to the OAPSE State Treasurer and Local Treasurer a list of all employees, their hourly wage rates, and their gross annual earnings for the preceding school year. This information shall be submitted by July 15<sup>th</sup>.
3. Individual authorization forms agreed upon by the Treasurer and OAPSE Local 319 shall be furnished by the Union.
4. All deductions for Union dues together with an alphabetical listing of names of all employees whose dues have been deducted shall be transmitted to the Union State Office no later than the 10<sup>th</sup> day following the end of the pay period in which the deduction is made.
5. The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization cards submitted by the Union to the Board.
6. Dues deduction authorization shall be irrevocable except by submission of written notice to the OAPSE State Office with a copy to the Board Treasurer during the period of September 1 through September 15, 2009. If dues deduction is not revoked during such period, it shall continue for the balance of this Agreement.
7. The Union President shall be provided with pertinent portions of the April Board report minutes dealing with classified personnel.

### C. Fair Share Fee

1. Each employee in the bargaining unit who fails to voluntarily acquire or maintain membership in the Union by October 1 of any school year, shall be required to pay a fair share fee for the Union's representation of such non-members during the term of this Agreement. This provision shall be applicable only if the Union membership reaches 80% of the potential membership. The Union shall annually, prior to October 1, furnish to the Board's Treasurer the names of all dues-paying members of the Union. The annual fair share fee shall not be more than 100% of the Union's annual dues. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.
2. If the provisions of paragraph 1 become applicable, the notice of the amount of annual fair share fee, which shall not be more than 100% of the Union's dues, shall be transmitted by the Union to the Board's Treasurer by October 1 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. When implemented, employees in the Unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment. Each July the Office of the Treasurer shall submit to State OAPSE the wages paid to each member of the bargaining unit employed by the District a gross annual earnings for the prior year. Dues deductions/fair share deductions shall be made in equal installments beginning in October and ending no later than June upon presentation of the Treasurer of the District of an authorization card signed by the member/employee. Withdrawal of membership dues deduction authorization shall be in writing executed and delivered during the revocation period to the OAPSE State Office, 6805 Oak Creek Drive, Columbus, Ohio 43229. Withdrawal of membership dues deduction authorization does not eliminate the employer's obligation to deduct fair share fees. Any member may authorize dues deductions at any time during the school year.
3. The Board's Treasurer shall inform the Union when there is a newly-hired employee after the school year begins within 5 calendar days of that employee being hired. If that employee elects not to join the Union, the Union shall inform the Board's Treasurer of that within 30 days of that employee's date of hire and shall also inform the Board's Treasurer as to the employee's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after 60 days of employment.
4. It shall be the responsibility of the Union to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to the provisions of Section 4117.09(C) of the ORC. No employee is required to become a member of the Union.
5. The Union, on behalf of itself and the OAPSE, Local #319, AFSCME, AFL-CIO, agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- 1) Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to the Union within 10-days of receiving the written claim;
- 2) The Union shall reserve the right to designate counsel to represent and defend the employer;
- 3) The Board agrees to (a) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (b) permit the Union or its affiliates to intervene as a party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
- 4) The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification to the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

D. Tax sheltered annuity plans, in accordance with present policy.

E. Hospitalization and surgical insurance.

F. Savings bond, in whole bond units.

G. The approved school employees' credit union.

H. United Appeal.

I. Other purposes as requested by the employees and approved by the Board.

J. All requests for deductions must be in writing on approved authorization forms.

## **ARTICLE 20 – INSURANCES**

### **A. Insurances**

1. Hospital, Surgical, Major Medical Insurance: The Board shall provide through a carrier single and family coverage for hospital, surgical and major medical insurance or their equivalent to Option 1 coverage (Medical Mutual of Ohio Super Med Plus). The annual open enrollment period shall be September 1 through September 30. Effective January 1, 2009 Kaiser Coverage shall not be an option. Each dependent shall be covered up until her/his 25<sup>th</sup> birthday; however, mentally retarded and/or physically disabled dependents shall be covered at any age.
2. Should the Board decide to change carrier(s), the Local 319 President shall be notified in writing of any such change not fewer than 30 days prior to the change in carrier(s). The Local 319 President shall receive a copy of the new contract when available.

3. The Option 1 plan Coverage has the following benefits:
- (1) Deductible: \$100 Single / \$200 Family In-Network  
\$200 Single / \$400 Family Out-of-Network
  - (2) Co-Payment: 100% after deductible In-Network  
90%/10% of next \$5000 Single / \$10,000 Family after deductible  
Out-of-Network
  - (3) \*Co-Pay Limits: Does not apply to In-Network  
\$500 single / \$1000 family Out-of-Network  
\*Does not include deductible

B. Summary of Medical Insurances (For a more detailed description of the benefits, refer to the Summary Plan Description)

Description	OPTION 1 PLAN	
	<u>In Network</u>	<u>Out of Network</u>
Deductible	\$100 Single \$200 Family	\$200 Single \$400 Family
Coinsurance	100%	90 / 10%
Out of Pocket Max (excludes deductible)	None	\$500 Single \$1000 Family
<b>HOSPITAL SERVICES</b>		
Inpatient Hospital Room & Board	100% after deductible	90% after deductible
Ancillary Services	100% after deductible	90% after deductible
Outpatient Surgery	100% after deductible	90% after deductible
Emergency Room Services	100% after deductible	100% after deductible
X-ray and Lab Services	100% after deductible	90% after deductible
Home Health Care Services	100% after deductible	90% after deductible
Skilled Nursing Facility	100% after deductible	90% after deductible
<b>PHYSICIAN SERVICES</b>		
Surgery & Anesthesia	100% UCR after deductible	90% UCR after deductible
In-Hospital Medical Visits	100% UCR after deductible	deductible 90% UCR after deductible
Office Visits	\$10 co-pay per visit then 100% (no deductible)	\$10 co-pay per visit then 90%
Office Visits- PAP test	100%	90%
Routine Physicals (age 10 through adult)	\$10 co-pay per visit then 100% (Subject to \$200 max every 24 mos.)	Not Covered
Well Child Care (birth to age 9)	\$10 co-pay per visit then 100% (Subject to \$1000 max birth to age 1 and \$500 max ages 1 – 9)	\$10 co-pay per visit then deductible & 90%

Description	OPTION 1 PLAN	
	<u>In Network</u>	<u>Out of Network</u>
X-ray & Lab Services includes (one annual routine mammogram per Ohio Law and one annual routine PAP smear)	100% UCR after deductible	90% UCR after deductible
<b>MENTAL HEALTH &amp; SUBSTANCE ABUSE SERVICE</b>		
	<b><i>Consult the Schedule in the Benefits Book</i></b>	
Inpatient Mental Health & Substance Abuse Services	100% after deductible	90% after deductible
	<b><i>Consult the Schedule in the Benefits Book</i></b>	
Outpatient Mental Health & Substance Abuse Services	100% after deductible	90% after deductible

C. Effective July 1, 2009 the following coverage's shall be added:

1. Increase well child benefit to \$1,000 from \$500 per year from birth to age 1 and maintain well child care benefit of \$500 from age 1 to age 9.
2. Combine OT/PT benefit to 10 visits then medical review.
3. Add routine endoscopic services (50+) at 100% after deductible network and 90% non-network.
4. Add oral contraceptives and contraceptive devices to prescription program.
5. Add PSA test to existing \$200 benefit which currently includes physical exam, chest X-ray, CBC, SMA-12, EKG, urinalysis, tetanus toxoid, rabies vaccine & meningococcal polysaccharide vaccine.

D. The Board shall provide a dental insurance plan as currently provided or its equivalent. Persons retiring from the Westlake City School District shall have the right at their option to continue such dental coverage through payment to the Board's Treasurer of any premium due monthly for up to 18 months following their retirement. Upon election to participate initially, the retired employee must continue participation and premium payments for the entire 18-month period.

E. The Board shall provide a vision plan as currently provided or its equivalent.

F. Prescription Drug: The Board shall provide prescription drug insurance (card) with the following provisions:

1. \$30 co-pay for multi-source drugs (a drug where there is a generic drug available, but the employee opts for the name brand drug)
2. \$15 co-pay for single-source drugs (a drug where no generic drug is available)

3. \$7 co-pay for generic drugs
4. \$14 co-pay for generic drugs purchased through mail order, \$30 co-pay for single source drugs purchased through mail order, and \$60 co-pay for multiple-source drugs. All mail order purchases are for a 90-day supply.
5. Effective November 1, 2013, the drug co-pays shall be increased as follows:

\$40 co-pay for multiple-source drugs (a drug where there is a generic drug available, but the employee opts for the name-brand drug).

\$20 co-pay for single-source drugs (a drug where no generic drug is available).

\$10 co-pay for generic drugs.

\$20 co-pay for generic drugs purchased through mail order, \$40 co-pay for single-source drugs purchased through mail order, and \$80 co-pay for multiple-source drugs. All mail order purchases are for a 90-day supply.

## G. Premiums

1. Effective for the period June 1, 2013 through December 31, 2013, the Board will pay eighty-seven (87%) percent of the medical, dental, vision, and drug insurance premium for those employees electing insurance coverages and assigned to a position scheduled to work at least 1080 hours per year. Employees scheduled to work at least 1080 hours per year and electing such coverage shall pay the remainder via payroll deduction.
2. Effective for the period June 1, 2013 through December 31, 2013, employees assigned to positions scheduled to work between 720 and 1079 hours per year shall be entitled to single coverage for medical and prescription drug only and the Board shall pay 87% of the premium cost.
3. The Board shall pay 35% of the difference between the individual and family coverage rates for such insurance for employees scheduled to work between 720 and 1079 hours per year who elect family coverage for medical and prescription drug programs with the employee still being responsible for the respective employee premium share.
4. Employees not eligible for Board-paid family or single coverage for dental or vision may purchase coverage by paying the full cost of the group rate premiums for such coverage, with such payments to be made via payroll deduction.

5. Effective January 1, 2014 through and including December 31, 2014, the Board will pay eighty-five (85%) percent of the medical dental, vision, and drug insurance premium for those employees electing insurance coverages and assigned to a position scheduled to work at least 1080 hours per year. Employees scheduled to work at least 1080 hours per year and electing such coverage shall pay the remainder via payroll deduction to a maximum, on all lines of coverage, of \$246.66 per month for family coverage, \$211.94 per month for family coverage with spousal, and \$97.86 per month for single. *Effective October 1, 2014, employees scheduled to work at least 1080 hours per year and electing such coverage shall pay the remainder via payroll deduction to a maximum, on all lines of coverage, of \$278.84 per month for family coverage, \$239.58 per month for family coverage with spousal, and \$110.63 per month for single.*
  6. Effective January 1, 2014 through and including December 31, 2014, employees assigned to positions scheduled to work between 720 and 1,079 hours per year shall be entitled to single coverage for medical and prescription drug only and the Board shall pay 85% of the premium cost.
  7. All such employees who commence employment on or after July 1, 2001 and who elect health insurances shall be part of the Option 1 Program.
- H. An employee while on a Board-approved leave of absence shall be carried on the payroll records for hospitalization/surgical, major medical and prescription drug and dental insurance (where applicable) coverage for so long as the employee pays the monthly premiums while on such leave. The Board shall assume its share of payment of the premiums upon the employee's return from leave.
- I. Employees not eligible for Board-paid family coverage may purchase dental or vision insurance by paying the full cost of the group rate premiums for such coverage, with such payments to be made by payroll deduction.

J. Insurance Committee

1. A long-range insurance committee shall be established. The membership shall consist of equal representation of the OAPSE Local, the Board, and other bargaining units. The Superintendent shall appoint a facilitator.

(1) This committee's authority shall include:

- (a) Reviewing insurance costs,
- (b) Exploring program additions/modifications and deletions, which may include but not be limited to:

1. home health care;
2. substance abuse care;
3. no weekend admissions;
4. preventative coverage;
5. maximum payment (caps);
6. changing providers;
7. coordination of benefits/payment in lieu of coverage;

8. cafeteria plan;
9. annuity program in lieu of long-term life insurance; and
10. wellness programs and having the right to explore the use of consultants.

(2) This committee shall meet on at least a quarterly basis and shall have the authority to submit recommendations, modifications or deletions to existing coverage to the OAPSE Local, other bargaining units and the Board for review, negotiations (if applicable), and ratification.

K. Spousal Insurance Section only applies to employees newly hired as employees in the Westlake City Schools beginning with the 2006-07 school year.

1. If an employee's spouse is eligible to participate (as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by her/his employer, the spouse must enroll in such employer-sponsored group insurance coverage(s) ("spouse available insurance"). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.
2. Upon the spouse's enrollment in any such "spouse available insurance" coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
3. Any spouse, who fails to enroll in any "spouse available insurance" as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.
4. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration (Attachment - Spouse Eligibility Certification) verifying whether her/his spouse is eligible to participate in "spouse available insurance" sponsored by the spouse's employer.
5. If an employee submits false information or fails to timely advise the Board of a change in her/his spouse's eligibility for "spouse available insurance" within 30 days of the qualifying event, and such false information or such failure by the employee results in the Board providing benefits and/or payment of administrative fees to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.

(1) Any amount to be reimbursed by the employee may be deducted from the benefits, including salary, to which the employee would otherwise be entitled.

(2) In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.

6. If an employee submits false information about her/his "spouse available insurance" coverage(s), the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

#### L. Enrollment Practices

1. If an employee and/or her/his spouse and/or her/his dependent(s) involuntarily lose insurance coverage(s) from any other plan (e.g. employer of spouse/dependent discontinues insurance coverage(s), spouse/dependent changes job and no longer has insurance benefits through employer), that employee and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage(s) with no pre-existing condition exclusions or waiting period.

### **ARTICLE 21 – TERM LIFE INSURANCE**

- A. The Board shall provide and pay the full cost of premiums for term life insurance of \$45,000 for each classified employee assigned to a position scheduled to work at least 180 days per school year and at least 6 hours per day and \$30,000 for each classified employee assigned to a position scheduled to work at least 180 days per school year and at least 4 hours per day. An accidental death and dismemberment provision shall be included in the term life insurance policy. Members of the bargaining unit shall be furnished an explanation of benefits when a change in carrier or benefit eligibility of an employee occurs.
- B. The 180 days shall include all days granted under Article 11.
- C. An employee while on a Board-approved leave of absence shall be carried on the payroll records for term life insurance premiums for so long as the employee pays the monthly premium while on such leave. The Board shall assume the payment of premiums upon the employees return from leave.
- D. The employee has the option of buying the life insurance policy provided by the Board at retirement.

### **ARTICLE 22 – BUREAU OF CRIMINAL IDENTIFICATION AND INVESTIGATION (BCII)**

- A. In the event it is necessary for the Board to employ an employee prior to having received the results of the criminal records investigation, that employee's employment shall be contingent upon subsequent receipt by the Board of a report from the BCII which is not inconsistent with the employee's answers to questions on the job application. In such event, if a report is subsequently received from the BCII which is inconsistent with the employee's answers to questions on the job application, the employee shall be notified in writing. If the employee does not deny the accuracy of the BCII report, the action of the Board of Education employing such employee shall be void without any further act by any party and without the necessity of proceedings to formally terminate such employee's contract of employment.

- B. If the employee denies the accuracy of the BCII report, the employee shall immediately be placed on leave without pay or benefits for a period of up to 90 days. If within that period, the Board receives a corrected report from BCII which is not inconsistent with the employee's answers to questions on the job application, the employee shall be returned to duty to resume her/his contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII which is not inconsistent with the employee's answers to questions on the job application, the action of the Board of Education employing such employee shall be void without any further act by any party, and without the necessity of proceedings to formally terminate such employee's contract of employment.

### **ARTICLE 23 – WORKING AGREEMENTS/CLASSIFICATIONS**

#### **A. Working Agreement with Maintenance**

1. A maintenance employee working alone in a building shall not be required to work from a ladder in excess of 6 feet high, stackable scaffolding, electrical work in excess of 120 volts, scissors or outrigger lift or on a roof.
2. A committee composed of the Director of Business Affairs and the OAPSE President or designee shall meet to determine the types of uniforms and other clothing to be available to maintenance employees for the following school year. Each year, up to \$400 may be allocated to each maintenance employee for the purchase of approved clothing.
3. All maintenance employees who are working at least an 8-hour day shall be provided two 10-minute breaks during the workday. Said breaks shall be taken other than at the start or end of the workday and not as an extension of the lunch period. The 10-minute breaks are not to be encumbered by the schools in any manner and are above and beyond any time eroded from the workday by necessity of personal body functions. In extraordinary situations, the daily work schedule for maintenance employees may be adjusted by the employee's principal/supervisor. As much notice as possible shall be given. Volunteers shall be solicited.
4. The Board shall supply all tools as deemed necessary by the supervisor for the performance of the employee's job.
5. Maintenance employees shall work a shift of 8 consecutive hours, Monday through Friday, inclusive of a ½-hour meal period which may be interrupted for the performance of duties without additional pay.
6. Any scheduled building use or activity involving an outside contractor, outside organization or competitive athletic event shall require a custodian or cleaner or maintenance person on duty to open, oversee and secure the building and perform work as instructed by the administrative supervisor or building principal. Excluded from this requirement are technology contractors who are accompanied into the building at all times by other District supervisory employees.

## B. Working Agreement with Custodial Employees

1. The administration has established a list of hand and power tools required for each building and shall see that each building has a complete set of these tools. No employee shall be required to bring in their own tools.
2. The head custodian shall be responsible for inventory, maintaining and safekeeping of the tools on the list and any other tools assigned to his building and shall provide for their safekeeping.
3. A custodial employee working alone in a building shall not be required to work from a ladder in excess of 6 feet high, stackable scaffolding, electrical work in excess of 120 volts, scissors or outrigger lift or on a roof.
4. Effective with the start of each school year, each custodial employee shall be given a clothing allowance of \$150.00 per year. Approved clothing shall be purchased by the Board for use by the head and assistant head custodians and cleaners who will be responsible for their laundering. All employees provided with uniforms or shirts are required to wear them. Effective September 1, 2005 the OAPSE President shall appoint 2 custodial employees to serve on a uniform committee. The purpose of the uniform committee is to provide input for the selection of a uniform vendor and determine the annual allotment of the uniforms for the custodial staff.
5. A custodial employee working at least 8 hours (inclusive of a 30-minute meal break) on the third shift at nights shall be paid an additional \$0.50 cents per hour for time actually worked on such shift. A custodial employee working at least 8 hours (inclusive of a 30-minute meal break) on the second shift shall be paid an additional \$0.30 cents per hour for time actually worked.
6. Custodial employees working at least an 8-hour day 8 consecutive hours, inclusive of a ½-hour lunch which may be interrupted for the performance of duties without additional pay, shall be provided two 10-minute breaks during the work day. Said breaks shall be taken other than at the start or end of the workday and not as an extension of the lunch period. The two 10-minute breaks are not to be encumbered by the schools in any manner and are above and beyond any time eroded from the workday by necessity of personal body functions. There shall be one head or assistant head custodian scheduled to work on each shift. In extraordinary situations, the daily work schedule for custodial employees may be adjusted by the employee's principal/supervisor. As much notice as possible shall be given. Volunteers shall be solicited. With the approval of the principal/supervisor, all custodial employees shall be scheduled to work days during the summer, winter and spring breaks. However, to provide coverage for events and activities, the building administrator shall coordinate with the head custodian or assistant head custodian to discuss concerns and coverage for events and activities. All head custodians shall schedule such custodial employees by rotation on a seniority basis to work on a flexible work schedule. Cleaners who work during the summer months shall be paid at their regular rate of pay.
7. Any scheduled building use or activity involving an outside contractor, outside organization, or competitive athletic event shall require a custodian or maintenance person or cleaner on duty to open, oversee and secure the building and perform

work as instructed by the administrative supervisor, or building principal. Excluded from this requirement are technology contractors who are accompanied into the building at all times by other District supervisory employees.

8. Any custodial employee performing work for 2 or more hours in a higher rated classification on a shift shall be paid at the higher rate on their step level closest to their step level. While being paid in the higher position, the custodial employee shall assume all responsibilities of the higher position on that shift, including supervision of the other custodial employees and substitutes on the shift.
9. All overtime shall be awarded on a rotation basis according to seniority within each building. Starting with the most senior custodial employee, once the custodial employee accepts or rejects overtime her/his name shall be moved to the bottom of the rotation list until her/his turn comes back up. The list shall be in place from year to year, starting with the most senior employee at the top of the list each year. Additional help needed may be obtained from other buildings.

### C. Working Agreement with Mechanic Employees

1. The Board shall provide all tools as deemed necessary by the supervisor for the performance of the employee's job.
2. No mechanic shall be required to work alone under any vehicle that is on a jack.
3. The board shall provide a uniform service, which shall include 5 changes of shirts, pants and coveralls per week. All employees with uniforms are required to wear them. Effective September 1, 2005 the OAPSE President shall appoint a mechanic to serve on a uniform committee. The purpose of the uniform committee is to provide input for the selection of a uniform vendor and determine the annual allotment of the uniforms for the custodial staff.
4. Mechanics working at least an 8-hour day shall be provided two 10-minute breaks during the workday. Said breaks shall be taken other than at the start or end of the workday and not as an extension of the lunch period. The 10-minute breaks are not to be encumbered by the schools in any manner and are above and beyond any time eroded from the workday by necessity of personal body functions.
5. Mechanics shall work 8 consecutive hours, Monday through Friday, inclusive of a ½-hour lunch which may be interrupted for the performance of duties without additional pay.
6. Any scheduled use of the bus garage or activity involving an outside contractor or outside organization, shall require a mechanic on duty to open, oversee and secure the bus garage. Excluded from this requirement are technology contractors who are accompanied into the building at all times by other supervisory District employees.

7. On days when the temperature is below 30 degrees Fahrenheit, buses shall be started by mechanics before the first A.M. run. Also, on days when weather conditions could cause starting problems or when buses have a history of difficult starting, mechanics shall start buses for the first A.M. run or on any run where weather conditions are a problem and could affect the safe and timely operation of the vehicle. The Transportation Supervisor or designee shall call in mechanics on such days. This process can be changed by mutual agreement by the President and Administration.

#### D. Working Agreement with Cafeteria Employees

1. Each cafeteria staff member required in the kitchen for special events shall receive a minimum of 2 hours pay at 1-1/2 times their regular pay rate.
2. All Head Cooks shall work a minimum of 6 hours per day. Additional pay from extra events and/or extra duties shall be calculated and paid as part of a regular pay.
3. Cafeteria staff members shall work the day before and the day after school closes for their regular hours at their regular rate of pay. Only employees scheduled by the Director of Business Affairs or designee shall work on days when students are not scheduled to be in school, i.e. parent conference days, high school exam schedule.
4. Head Cooks shall be paid at their regular hourly rate for attendance at regular required meetings and food shows. Food service employees shall receive the I.R.S. rate per mile for transportation to and from food shows.
5. A cafeteria staff member shall be paid an additional \$0.20 cents per hour, not compounded, upon annual written evidence to the Director of Business Affairs or designee of current certification by the American School Food Service Association (ASFSA) or other organization approved by the Director of Business Affairs.
6. The Board shall pay on the last day of the school year an annual stipend for Head Cooks as follows:
  - (1) High school \$450
  - (2) Middle school \$350
  - (3) Intermediate \$300
  - (4) Elementary \$250
  - (a) These stipends are given in recognition of increased responsibilities for Head Cooks from implementation of the Free and Reduced Lunch Program.
7. A kitchen helper who moves to the position of cashier shall be placed on the salary schedule at the position, which reflects the same number of years of service as a kitchen helper.

## E. Working Agreement with Secretaries and Clerical

1. Nine and one-half (9-1/2) month employees shall be on duty 5 days before and 5 days after the teacher's work year or any combination thereof during the summer months as approved by the building principal. Additional days of work may be scheduled by the employee's supervisor as approved by the Superintendent.
2. Nine and three-fourths (9-3/4) month employees shall be on duty 5 days before and 10 days after, or vice versa, the teacher's work year or any combination thereof during the summer months as approved by the building principal. Additional days of work may be scheduled by the employee's supervisor as approved by the Superintendent.
3. Ten (10)-month employees shall be on duty 10 days before and 10 days after the teacher's work year or any combination thereof during the summer months as approved by the building principal.
4. Ten and one-fourth (10-1/4) month employees shall be on duty 15 days before and 10 days after the teacher's work year or any combination thereof during the summer months as approved by the building principal.
5. If additional time is needed beyond that normally scheduled, the building principal/supervisor may request approval for same from the Superintendent. Secretaries will not start the 2013-2014 school year one day earlier, even though the teachers have agreed to come back one day early. No Secretaries or Clerical will work any of the three days the teachers added in their new contract.
6. On the Wednesday before Thanksgiving, with the approval of the building principal secretaries in Class B, C, and D shall have the option of working during the parent conferences, on the Wednesday before Thanksgiving, or some combination of these options, or to use compensatory time pursuant to Article 8, paragraph A-4 of the Memorandum of Understanding (MOU).
7. To enhance health room/office coverage in all buildings during the noon hour, the building principals shall make a reasonable effort to re-allocate 1 to 1-1/2 hours of additional staff time to the office/health room to assist with medication and other office tasks. School nurses shall regularly visit the staff in each building office to review the procedures and provide training on medication distribution procedures.
8. In the event a building secretary is unable to take a scheduled lunch due to the absence of the administrative supervisor, she/he shall be compensated through overtime or compensatory time.
9. NEOEA Day shall be a non-scheduled day for secretaries and clerical employees. In exchange, such employees shall work the equivalent of an additional day which may be scheduled in 1/4-day increments by agreement between the employee and the building principal, provided overtime liability is not triggered by any such scheduling.

- F. Working Agreement with Teacher/Elementary Assistants, Special Education Assistants, Attendants, Playground and Supervisory Assistants. No assistants in any category will work any of the three days the teachers added in their new contract.
1. Nine (9)-month employees (teacher, elementary and special education assistants) shall be on duty from the day teachers report in the fall until the last day teachers are required to be present. Assistants (Special Education and Teacher/Elementary Assistants) will not report to work until their normal time even though teachers agreed to come back a day earlier; start date for 2013 – 2014 is August 29, 2013.
  2. Nine (9)-month employees (playground and supervisory assistants and student attendants) shall only report to work on days students report to school. Assistants (Playground and Supervisory Assistants and Attendants) will not report to work until their normal time even though teachers agreed to come back a day earlier for the 2013-2014 school year. They will start on the first day of school for students.
    - (1) When there is an in-service that takes place on a day that is not part of the student calendar, an employee in this classification may be required to work by her/his administrative supervisor.
    - (2) If an employee is required to work on a non-student day for in-service purposes, she/he shall work the same number of total hours as her/his regular assignment. Any such in-service days will be identified to the employee prior to the start of the first student day. Additional paid hours at the employee's regular rate of pay may be required by the administrative supervisor.
    - (3) Workdays for those attendants assigned to only one student are those days when the student is present at school. In the event a student calls off without giving 24-hour notice and the assigned attendant is not notified in time causing that attendant to come to work, the attendant is entitled to work 2 hours that day as assigned by the principal. Any hours beyond the 2 hours must be specifically approved and assigned by the building principal.
  3. Teacher/elementary and special education assistants shall have the option of working during the parent conferences in order to be paid for the Wednesday before Thanksgiving, or some combination of these options, or to use compensatory time pursuant to Section 8.1 paragraph D of the MOU, provided that playground and supervisory assistants and attendants shall not work such conferences or the Wednesday before Thanksgiving, which for such employees shall be non-paid day.
  4. Assistants/Attendants shall be furnished with applicable student health information.
  5. Assistants/attendants required to attend in-service outside of their scheduled workday shall be paid at their regular rate for all hours of such mandatory in-service.
  6. Assistants/attendants may request approval for attendance at professional seminars. In such situations, if attendance is approved, the District shall reimburse the assistant/attendant for the registration fee. Special education assistants and attendants may request approval to attend seminars that deal directly with providing educational related services to special needs children.

7. To enhance health room/office coverage in all buildings during the noon hour, the building principals shall make a reasonable effort to re-allocate 1 to 1-½ hours of additional staff time to the office/health room to assist with medication and other office tasks. School nurses shall regularly visit the staff in each building office to review the procedures and provide training on medication distribution procedures.
8. All assistants and attendants shall receive in-service at least annually and when deemed necessary by the Union President and Administration. This training shall directly pertain to their job classification.
9. NEOEA Day shall be a non-scheduled day for teacher/elementary assistants and special education assistants and, in exchange, such employees shall work the exchange day on the day prior to the start of the employee's contract year.

## **ARTICLE 24 - WORKING AGREEMENT WITH TRANSPORTATION EMPLOYEES**

### A. Definitions

1. School Vehicle Driver - The operator of a school vehicle who transports pupils to and/or from school on scheduled routes or trips and possesses a valid commercial driver's license with state certification.
2. School Vehicle - Vehicle licensed by the State of Ohio, owned or leased by the District, used to transport pupils to and/or from school on scheduled routes or trips. This definition does not include the vehicle currently owned by the Board for use by the Athletic Department, future replacement of the athletic vehicle, maintenance vehicles, or other vehicles not designated by the Board for the transportation of pupils.
  - (1) Regular Driver - A driver assigned to a school vehicle owned or leased by the District, transporting pupils to and/or from school on scheduled routes or trips.
  - (2) Regular Relief Driver - A driver who successfully bids on a non-specific route that transports pupils to and/or from school on scheduled routes or trips. Regular relief drivers shall be paid an additional \$0.40 cents per hour.
  - (3) On-Bus Instructor (OBI)- The driver(s) certified by the state to be OBIs for the District. These are the only individuals authorized to provide initial or follow-up on bus instruction to drivers or driver trainees and shall be paid an additional \$0.70 cents per hour.
  - (4) Intersystem Mail Route (Pony) Driver - Driver who successfully bids on the intersystem mail route, responsible for the delivery and pickup of intersystem mail. Package weight shall not exceed 30 pounds. This driver may be required to transport a maximum of 2 students (if seats are available) when alternate transportation arrangements are not possible or feasible.

- (5) For the purposes of bidding all drivers shall bid by seniority and are considered in the same job classification.

## B. Seniority

1. Seniority starts the day a driver is assigned as a regular or regular relief, and ends on the last day of assignment as a regular or regular relief. If 2 or more drivers are hired at the same Board meeting, seniority shall be determined by the date of application.
2. A single seniority list shall be maintained for all drivers.
3. A driver on leave of absence maintains his position on the seniority list for 2 years.
4. The Director of Transportation shall post and keep up to date the seniority list.
5. Relinquishing part of a route
  - a) Drivers shall only be permitted to relinquish a portion of their current route due to a serious medical condition of an immediate family member as outlined in Article 9 – Sick Leave of this Agreement.
  - b) Prior to a driver relinquishing a portion of their route, the employee must submit to the Director of Transportation, written documentation from a medical professional stating the necessity of the employee to care for the immediate family member.
  - c) If a driver relinquishes her/his A.M. route, she/he shall be considered a regular relief driver for the P.M. route. Should a driver relinquish her/his P.M. route, she/he shall be considered a regular relief driver the A.M. route.
  - d) Upon the driver's return to full-day status, the employee may bid on any route, which is posted for bid.
  - e) A driver shall not lose any seniority if they relinquish their midday route due to the criteria outlined in Section 24 subparagraph 5(a).

## C. Regular Driver

1. Service Time - 15 minutes for servicing and cleaning shall be added to each reporting period to the driving time of scheduled trips if the driving time exceeds 1-3/4 hours. Upon completion of an assigned trip, the driver shall ready the vehicle for its next scheduled trip. This preparation involves filling the fuel tank to at least ½ levels, inspecting the fluid levels, and sweeping and generally cleaning the interior of the vehicle, including windows, on a regular basis. The driver of a field trip shall be responsible for servicing the vehicle assigned to the trip. A driver is responsible to have sufficient fuel in any vehicle, which has been assigned to a field trip. A substitute driver is required to fulfill the service obligations of the driver whose place has been taken.

2. In all instances, pre-trip inspections must be completed prior to the vehicle leaving storage on the first trip of the day.
3. All school vehicles transporting students on regular routes, extra routes, and field trips shall be driven by licensed and certified Transportation Department employees.
4. The dispatcher must be properly licensed and certified and shall operate school transportation vehicles, and take runs in an emergency, i.e., no regular or regular relief drivers are available.
5. Extra Scheduled Routes - A driver, including relief drivers, who has been selected by availability and seniority and is already on the clock shall not be paid twice for such a trip, but shall be paid for any time she/he accumulates over her/his normal work hours. If she/he is called in to perform the job, the driver shall receive at least the 2-hour minimum.

#### D. Bidding of Routes

1. Each August and at least 5 working days before the opening of school, all drivers shall bid, on the basis of seniority, for assigned routes. Routes shall be posted for review on Monday and route bidding shall be on the Friday of that week. The minimum route time shall be 2 hours.
2. Only drivers who have completed and passed their annual physical shall be permitted to bid in the August bid. Drivers shall only be permitted to sign up and take their annual physical exam only if they are in active driving status. If a driver has not successfully passed her/his physical by the bid date, that driver will become a substitute driver. When the affected driver passes the required physical exam, the driver will be eligible to receive assignments as a substitute driver at the substitute driver rate of pay. When a route becomes available for bid, that driver will have preference over any other substitute driver for awarding of that route and will retain her/his seniority earned before the movement to classification as a substitute driver.
3. Route assignments shall be posted for bid, as indicated below, in 3 groups: A.M., P.M., Midday.
4. Drivers shall bid on a choice of buses, based on student load, for route selected.
5. A.M. and P.M. special needs vans and bus routes will be bid on as a package with the vehicle number assigned to them.
6. A.M. AND P.M. Relief shall be considered a package.
7. Drivers employed as of July 1, 2002 who held single route assignments (A.M. or P.M. only) may continue to bid on single routes (A.M. or P.M. only) in accordance with their seniority for the duration of their employment as Westlake drivers. Other drivers are eligible to bid on single routes with the approval of the Director of Transportation.

8. To bid on a Midday route, a driver must bid and hold an A.M. and a P.M. bus route.
9. At the time of the bid, all drivers shall make their bid individually with each driver taking no more than 5 minutes to complete the bid process.
10. When not driving a route, a driver on the clock may be assigned to perform other duties, including another regular run, special run, athletic or special trip or other transportation duty, by the Director of Transportation or designee. Should such assignment cause a driver to exceed his bid time, the driver may refuse the assignment if a personal scheduling problem would occur. If the assignment is taken, the driver shall be paid for the excess time at her/his normal hourly rate.
11. Once bidding is complete, all effort shall be made to retain the same bus the driver selected in the August bid.
12. A driver not present for the route bidding due to a bona fide emergency may submit a written notice to the Director of Transportation, indicating her/his choice of route, bus preference and an alternate to bid for that employee. She/he shall be assigned her/his highest choice available at her/his turn to pick. No call shall be made to a driver for her/his bid during the bid procedure. If the absent driver has not submitted choices in rank order, she/he shall be assigned a route after all present and those submitting written notice of choice have completed their pick.
13. A driver is obligated to start and complete all days required of her/his bid and assignment, including parochial school runs and any other days when her/his bid must be completed when the Westlake schools are not in session, unless prior approval for leave has been granted. These drivers shall receive a minimum of 2 hours per session unless prior approval from the Director of Transportation has been authorized. Drivers must adjust their regular hours for these days in order to complete all required pre-trip inspections.
14. Relief Driver Assignment – Whenever a regular driver is off, a regular relief driver shall have the option of making 1 selection, according to seniority, of the route of her/his choice prior to any substitute. Where the absence is anticipated to be 3 school days or less, the routes shall be assigned to the least senior relief driver who shall be assigned to that route until the regular driver returns. Where the absence is anticipated to be 4 school days or more, the most senior regular relief driver shall have the option to be assigned to the route. If the regular relief drivers do not wish to cover the long-term leave of absences, the route shall be assigned to a substitute driver.
15. A driver shall follow each route as it is written including sequence of streets and stops. A route may be changed by a driver only after the change has been approved by the Director of Transportation and the route sheet has been updated.
16. When in the opinion of the driver a change in stop or route is necessary for the safety of students, such change may be made immediately upon approval of the

dispatcher or the Director of Transportation. Such changes shall be written in by the assigned driver on all route sheets until the route sheets are rewritten. The driver is responsible for making sure all sheets are current.

17. If a change in scheduled time is required the proposed revision shall be agreed upon by the driver and the Director of Transportation. All parents and schools must be contacted before the schedule is revised and put into place.

18. When the regular midday driver is absent, the driver's route shall be assigned, by seniority, on a daily basis to the highest seniority driver available.

19. Once the initial bidding is complete, the routes bid shall be considered a package and shall not have the A.M. or P.M. components split.

20. Whenever a run is available, a driver has the option to bid down in time.

#### E. Special Education Bus Assistant Route Bidding

1. All Special Education Bus Assistants shall be notified along with drivers of the day and time of bidding on the route they wish to bid on. Bus Assistants Bid Day shall be on the Thursday before Drivers' Route Bid Day.

2. Each bus assistant shall be given 5 minutes to make their selection.

3. A bus assistant may have another employee bid on their route. A letter stating the person designated to bid must be presented to the Director of Transportation prior to the actual bid day. The bus assistant shall accept the route chosen by their designee.

4. Should a bus assistant not be present in person to bid, nor has a designee to choose for them, that assistant shall be given the route that is available after all other bus assistants have bid on their routes.

#### F. Paid-Time

1. Once the bidding has been completed, bid time, except as noted below, shall be guaranteed to be paid within  $\frac{1}{4}$  of an hour if all parts of the driver's routes are scheduled on that day, but subject to the provisions of Article 32.

(1) Paid hours may be changed if all or part of the driver's assigned runs are changed or eliminated due to unforeseen circumstances (e.g., elimination of a school or grade level, major changes, changes in the days per week or year, changes in the starting or ending times, changes in the holiday schedule, changes in the District's general transportation policy, acts of God or other similar situations.)

(a) Drivers who are assigned to a special education route are subject to changes in hours, days, etc., as the students assigned to their routes and the special education routes as a whole change. The 2-hour minimum (see Article 24 paragraph E-1) applies and shall be guaranteed. Total bid time

for drivers assigned to special education routes shall not be reduced more than 1 hour during the school year. If such reduction occurs and causes a driver to drop below minimum hours for single or family insurance coverage, such coverages shall be maintained without reduction for the current school year.

- (b) Even though there is a guarantee that daily hours shall not change more than 1 hour in a school year, every effort shall be made to maintain those hours as established during the bidding to the degree possible.
- (c) Drivers shall receive payment for the time spent in active pay status where such time exceeds the bid time with approval from the Director of Transportation.
- (d) All routes shall be re-evaluated in mid-October of each year and scheduled hours adjusted if necessary. Excluding regular relief positions, if an A.M./P.M. or midday route has been increased by 30 minutes or more, the affected route shall be posted for bid. No other routes or assignments shall be affected.
  - 1. All rebidding shall be completed in one session.
  - 2. Buses currently assigned to routes to be re-bid shall remain assigned to these routes for the remainder of the school year.
- (2) All drivers shall assemble to pick identified available routes according to seniority. Each driver shall have 5 minutes to make their choice.
- (3) Following the second bid, the driving time of a route shall not be decreased as long as that driver retains the assignment.
- (4) During the school year, the Director of Transportation, within the parameters set forth in this Section, may adjust routes, stops, destinations, report and end times (within a 15-minute time frame) and itineraries as needed to reflect changes from anticipated student loads, to adjust for safety and road conditions, and to make other adjustments to accommodate the educational program. If these adjustments consistently increase route time by 30 minutes or more, the route shall be posted for bid under the guidelines of Article 24 paragraph D.

## G. Vacancies

- 1. A vacancy is a new position or an existing position that becomes open as a result of a driver retirement, resignation, termination or placement on an extended leave of absence defined as an absence of more than 90 consecutive school days in 1 school year. The most senior qualified driver shall be awarded the position.
- 2. Management, as an alternative to the above may decide to assign all or part of any vacated route to the routes of other drivers in the interest of efficiency or economy.

## H. Field Trips

### 1. Definitions

- (1) Field Trips - Field trips will be posted for bid on Wednesday by 10:00 A.M. and closed at 10:00 A.M. on Friday for the following workweek. If a workweek is shortened, the posting and awarding of field trips will be modified appropriately, with notice given to all drivers of posting and closing dates. All drivers shall have choice in rotation according to seniority. The minimum field trip length shall be 1-3/4 hours, including inspection and clean-up. The field trip sheet when completed shall include date of the trip, departure and arrival times, and destination.
- (2) Late Posted Field Trips - Field trips that are received at the Transportation Office after 10:00 A.M. on Friday for the following workweek and must be posted for two complete days or 48 hours.
- (3) Emergency Late Posted Field Trips - Field trips that are received at the Transportation Office after 10:00 A.M. on Friday for the following workweek and time does not permit posting for 2 complete days or 48 hours.
- (4) Special Field Trips - Field trips which are scheduled to depart at 8:30 a.m. or earlier and/or return after 2:30 p.m. All drivers who do not hold a midday job position outside of the Transportation Department are eligible to sign for special field trips.
- (5) Emergency Field Trips – Emergency field trips are those trips which become available less than 24 hours prior to the departure time due to employees relinquishing or same day notification requesting a trip.

### 2. General

- (1) Field trips that cannot be posted and awarded shall not be charged to the driver.
- (2) Drivers are not permitted to sign for field trips for any other driver. No exceptions.
- (3) Each field trip shall be appropriately numbered and lettered.
  - (a) Field Trips/Special Field Trips - week number, a dash, field trip letter (12-A). Special Field Trips shall contain the word "special" (12-A) Special.
  - (b) Late Posted Field Trip - "LP," a dash, week number, field trip letter (LP-12-J)
  - (c) Emergency Late Field Trip - "EL," a dash, week number, a dash, field trip letter (EL-12-C)
  - (d) Big letter trips include all trips that: (1) include all weekend and holiday field trips; (2) trips that depart Monday through Friday at 8:30 a.m. or later, returning by 2:00 p.m.; and (3) trips departing at 5:00 p.m. or after.

- (e) Small letter trips include all trips that depart Monday through Friday between 2:00 p.m. and 4:45 p.m.
- (4) When field trip sheets are compiled by Friday at 10:00 a.m., the trip shall be assigned and the sheets posted on the board by 2:00 p.m. on the same day.
  - (a) The driver who is assigned to the Pony Route is eligible to bid on a field trip which (1) is a special trip; (2) a weekend trip; (3) a weekday trip scheduled to depart Westlake Schools 4:15 p.m. or later; (4) is scheduled to depart before 4:15 p.m. on weekdays, that have destinations to districts adjacent to Westlake.
- (5) When a driver accumulates more than 1 open box during the week, only 1 open box shall be carried over to the following week. If a driver uses his open box for a late posting, then no open box is carried over.
- (6) Field trips shall be paid at the driver's regular rate of pay.
- (7) A driver will use their regular assigned vehicle to drive the vehicle used on her/his scheduled route unless otherwise stated by the Director of Transportation or designee.
- (8) Service time shall be added to the driving time of a vehicle used on a field trip if the vehicle is serviced. In addition, inspection time shall be added if the field trip is the first run of the day for that vehicle. Once the trip time has been established on the field trip sheet, the time shall not be reduced after the bid has been closed.
- (9) The time of a field trip change after being posted and prior to being awarded, the dispatcher or designee shall attempt to contact by telephone any driver who signed for the trip but is absent or who only works afternoons to advise said driver of the change. The dispatcher or designee shall attempt to contact the driver at least once.
- (10) A driver eligible for a field trip not signing shall be passed.
- (11) Emergency late field trips shall be posted and awarded on a rotating seniority basis separate from the large and small letter trips lists.
- (12) If there is a shortage of drivers, field trips that have destinations to districts adjacent to the City of Westlake may be shuttled over 1 way by any driver who has time available and can arrive at the origination site at the scheduled time.
- (13) In the interest of economy and efficiency, drivers may be assigned to drive their field trip only, with a substitute or relief driver covering the regular driver's route.
- (14) At the beginning of each school year, which starts the first day of class attendance for Westlake students, the field trip rotation shall begin with the top of the seniority list. The list shall rotate for each consecutive week thereafter

until the last Westlake student day of current year. Those drivers with an open box for the proceeding week shall have the first choice of the field trips for the current week.

- (15) Absence from work due to illness or death in the immediate family, or approved personal business leave, Article 11, paragraph A, or Jury Duty shall be the only bona fide excuse for giving up a trip. In the case of illness (specifically doctor/dental appointment) the driver must submit a doctor/dentist receipt. Drivers who surrender a trip for other reasons, not including approved professional leave, shall be ineligible for all field trips in the next full rotation. If a driver surrenders 2 field trips in 1 week, they shall be ineligible for all field trips in the next 2 full rotations.
- (16) A driver who is scheduled for a field trip shall be ineligible to drive that trip if she/he absents herself/himself from a regularly scheduled route, before the field trip on that day (this excludes approved professional leave).
- (17) The driver surrendering the trip is charged with the trip. If none of the drivers signing for the trip accepts, then it becomes a late posted field trip. No driver may trade his field trip.
- (18) If a field trip immediately follows the regular route, the 15-minute service time of the driver shall be added at the end of the field trip and be paid only once.
- (19) If a field trip is scheduled and does not interfere with the established drop-off time at the last routed school, the driver may use her/his remaining driving time from the last drop-off point to the origination site to bid on such field trips.
- (20) Transportation Department drivers shall not be responsible for vehicles or vehicular damage/breakdown when said vehicle is assigned to a non-Department person.
- (21) Drivers who have mid day routes are ineligible for any field trips, which does not allow for 15 minutes prior to the departure time of the next scheduled route.

### 3. Cancellation of field trips

- (1) When a field trip is cancelled before the field trip departs the building of origin, the driver shall have the option to be paid for 2 hours or an open box.
- (2) A driver assigned to a field trip and unable to drive the trip shall notify the dispatcher or Director of Transportation. The dispatcher shall contact all other drivers who signed for the trip, by seniority, starting with the most senior driver. Only if the driver is unable to contact the dispatcher or Director of Transportation shall she/he secure a substitute.
- (3) When a field trip is awarded to a driver, and the departure and/or return time changes for the same day of the trip, the assigned driver has the option to retain the field trip or surrender the field trip and receive 2 hours or an open box.

#### 4. Late Posted Field Trips

- (1) At the end of the bidding period, trip(s) shall be assigned to the bidding driver(s) who is next in rotation.
- (2) Drivers eligible for the trip shall not have to commit an open box. Drivers with an open box are not required to sign for a late posted field trip. Their box shall carry over to the next week's regular posted field trips. If a person with an open box signs and receives the late posted field trip, she/he shall be charged for the trip.
- (3) If the bidding procedures for 2 or more late posted field trips close at different times, the procedure shall be repeated independently for each late posted field trip.
- (4) A person with an open box shall have an option of the late posted field trip but shall not be charged if refusing the trip. However, if she/he chooses to take the trip, then she/he is charged with the trip.
- (5) All late postings shall be charged on the small letter side.

#### 5. Emergency Late Field Trip

- (1) If time permits, the dispatcher shall by seniority contact those drivers with open boxes. If drivers with open boxes do not accept the trip, the dispatcher shall award the trip by seniority from the Emergency Late Posting (ELP) List.
- (2) A driver shall be charged for driving the trip.
- (3) If time does not permit, the dispatcher shall assign the trip to the first available driver. This driver will not be charged for this trip.

#### I. Completion of the School Year

1. The vehicle interior is to be serviced by the regular driver. Cleaning shall be done to the following specifications:
  - (1) All fluid levels are to be full. This includes gas/diesel fuel, engine oil, coolant, and windshield washer fluid.
  - (2) Remove all foreign materials i.e., pens, pencils, route letters, scotch tape, etc. from the vehicle.
  - (3) Wipe down front dash, switch panels and sweep floors.
  - (4) All route sheets shall be removed from the document protectors and placed in the appropriate boxes in the main office.

- (5) Check safety kit to ensure that it is full. If not, replace any missing items with supplies available in the bus garage. When possible, verify that breaker bar is on the bus and properly secured.
- (6) Verification of completion must be approved by the Transportation Director before drivers are compensated for this task. Compensation shall be up to 6 hours of pay.

#### J. Summer Work - Transportation

1. Summer work – Transportation is defined as field trips, summer routes and summer bus cleaning. All summer work shall be assigned to the Board approved employees only. Drivers shall furnish one phone number to the Director of Transportation to be used as their contact prior to the end of the school year.
2. Summer work begins the day after the last student day for Westlake City Schools students, and ends the day before the first student day for Westlake City School students the following year.
  - (1) It shall be the responsibility of each driver who wishes to be called for summer work to sign up on the sheet provided for that purpose.
  - (2) Each driver shall be called according to seniority. A driver refusing a trip shall be ineligible until every other driver on the list has been called.
3. Summer Field Trips
  - (1) Summer routes are defined as routes that are door-to-door and other routes that are scheduled consistently for a period of time during the summer. These routes shall be awarded by seniority. When a summer route needs coverage by a substitute driver, the Summer Route/Bus Cleaning list shall be utilized and drivers contacted by seniority on a daily basis. Summer Routes will have the vehicles assigned to them prior to bidding. Drivers cannot drive a summer field trip that conflicts with their assigned summer route.
  - (2) Summer field trips will be awarded by seniority on a rotating basis. Should a driver surrender an assigned summer field trip, that trip will be reassigned, utilizing the rotating Summer Field Trip list, as well as any new summer field trips that are requested during the summer.
4. Summer Bus Cleaning
  - (1) Six positions will be posted to thoroughly clean busses at the beginning of summer. Six drivers will be split into teams of two. Each team shall clean busses assigned to them, and perform tasks as assigned by the Director of Transportation. Each driver shall be utilized and paid eight (8) hours for each bus cleaned and four (4) hours for each school van cleaned. Should a driver not be available to work during this period, a replacement driver shall be assigned to fill in, utilizing the Summer Route/Bus Cleaning list, contacting drivers by seniority on a daily basis.

## K. Pay Record

1. Within a reasonable time, the Transportation dispatcher or designee shall furnish each Transportation employee a record of her/his hours for that period which shall indicate for each day the hours earned for scheduled routes, extra scheduled routes, and field trips.

## L. Holiday Pay

1. When a driver is temporarily assigned for 2 days or more to a regular scheduled route, the temporarily assigned driver shall incur the holiday pay appropriate to that temporary assignment, if she/he worked the day before the holiday.

## M. Violation of Ohio Motor Vehicle Laws

1. No employee shall violate any Ohio State motor vehicle law or regulation, regulations promulgated by the Ohio State Board of Education, the rules and regulations promulgated by the Transportation Department of the Westlake City School District, or other regulations promulgated by the Westlake Board of Education, or any of the local laws or regulations of any of the communities served by the Westlake Board of Education Transportation Department.
2. To violate any of the foregoing means that if a law or ordinance is involved, and the employee is found guilty by a court whether or not such finding is based on a plea of guilty, no contest, or upon the trial of a plea of not guilty. With respect to the other rules and regulations set forth above, or if a law or ordinance is involved but there are no court proceedings, then a violation shall occur when such is determined to have occurred by the Director of Transportation or other appropriate official of the Westlake School System.
3. In the event that a Westlake Transportation Department employee receives 6 or more points within 2 years against her/his driving license/abstract, her/his employment shall be suspended without pay immediately and until such time as the point totals are less than 6. This includes not only points accumulated as a result of driving Westlake School Board-owned vehicles, but also all driving points, however accumulated. If the suspension without pay is not removed within 90 days after the start of the suspension due to points falling below 6, or if Ohio law will not allow a reduction of points below 6 in that 90-day period, the employment shall be ended.
4. Section 4549.02 of the ORC requires a vehicle driver to stop at the scene of an accident. This statute further provides for reporting any accident to the appropriate authorities. Any Westlake City School District driver who fails to stop at the scene of an accident, or fails to report an accident, when such involves a school vehicle, shall be subject to a maximum of 10-days suspension without pay in addition to any other penalties which may be imposed pursuant to this policy. This extra penalty shall be imposed even if there is no conviction of a violation of the statutes relating to stopping at the scene of an accident, or failure to report an accident to the proper motor authorities.

5. All Transportation Department employees must report all traffic convictions in writing to the Director of Transportation. Such report must be made within 10 working days of the time when the employee is convicted of the offense. Failure to report any points for traffic convictions to the Director of Transportation shall result in a maximum of 10-days suspension without pay or termination of employment.
6. Except as herein set forth, penalties for violations of this policy shall be as follows:
  - (1) First Offense: Verbal reprimand given by the Director of Transportation.
  - (2) Second Offense: Written reprimand given by the Director of Transportation to be kept in the employee's personnel file for the current school year.
  - (3) Third Offense: 3-days suspension without pay.
  - (4) Fourth Offense: Termination of employment.
7. The Director of Transportation is hereby designated by the Board of Education to administer the Transportation Program in the Westlake School System. All accidents are to be reported to the Director, as are all reports of any driving convictions, or any other matters affecting the employee's driving record. All employees shall have the right to due process and to appeal to the proper channels of supervision at any stage of the implementation of this policy.
8. Any and all fines, costs, or other expenses imposed upon a Transportation Department employee shall be borne by that employee. The School District shall not reimburse employees for any fines, costs, or other expenses incurred as the result of any violation of this policy.
9. Drug and alcohol testing for employees who are commercial license holders shall be pursuant to policy established by the Board of Education. Covered employees shall receive pay, at the employee's regular rate of pay, for random, post-accident and reasonable suspicion testing only, to a maximum of 2 hours.

#### N. Reimbursement

1. The Board agrees to pay for the Pre-Service Training and one CDL Test only for those applicants who are employed with the District for 1 year. The Board also agrees to pay the cost of fingerprints every 6 years and the Advance Driving Class.

### **ARTICLE 25 - SAFE WORK PRACTICES**

- A. The Union shall appoint 1 employee from each classification to serve as members of the Safety Committee, which shall also include up to 2 members of Administration appointed by the Superintendent. Meetings shall be scheduled according to the Safety Committee Charter.
- B. In the event an employee reasonably believes a situation is unsafe, the employee shall notify her/his administrator immediately. The situation shall then be investigated by the Safety Committee on the same day or as soon thereafter as possible.
- C. Safety equipment shall be worn as required.

- D. All employees who drive Board-owned vehicles shall report any incident resulting in damage to such vehicle or its equipment, or other property within 24 hours of the incident to the Director of Transportation or the Director of Business Affairs.

### **ARTICLE 26 - DEPARTMENTAL MEETINGS**

- A. Meetings with appropriate administrators and/or supervisors for announcements, exchange of information and/or in-service education shall be scheduled. Unless otherwise stated in the announcement, attendance is not required. If attendance is required and so stated in the announcement, the employee shall be paid at her/his regular rate of pay for all hours beyond the regularly scheduled workday. An employee paid on a monthly salary basis shall be paid at the appropriate monthly rate per hour.

### **ARTICLE 27 - SUPERINTENDENT ADVISORY COUNCIL**

- A. Establish a council consisting of officers of Local 319, and the Superintendent and designees. This panel shall meet as needed and at least once a month while school is in session. Agenda items for such meetings should be sent to a designated member of the other party 3 days in advance of each meeting. At these meetings, OAPSE and the Administration shall discuss items of concern. At the first meeting of this panel, and at all subsequent meetings, the parties shall agree to the date for the next meeting.

### **ARTICLE 28 - DISCIPLINARY PROCEDURE**

- A. Discipline shall be levied in a progressive and corrective manner. A bargaining unit member shall be subject to suspension without pay or discharge by the Board for just cause. Before the Board acts on a recommendation for a suspension for more than 3 days or discharge, the employee and her/his 2 representatives have the right to address the Board.
- B. It is specifically agreed by the Union and Board that this disciplinary procedure, including the grievance procedure, shall be the sole remedy for a unit member suspended or discharged under the provisions of this Agreement, and shall prevail over civil service laws. Accordingly, the parties agree that neither the Westlake Civil Service Commission nor the State Personnel Board of Review shall have any jurisdiction to hear appeals relating to such disciplinary action.
- C. All disciplinary suspension without pay or discharge shall be subject to the grievance procedure.
- D. At any meeting between a bargaining unit member and an administrator which involves or may lead to formal discipline, suspension or discharge, the bargaining unit member may request the presence of an OAPSE representative. At such time as a request is made, any meeting shall be recessed until an OAPSE representative can be present unless the exigencies require otherwise. The foregoing shall not affect the right to ultimately discipline employees.

## ARTICLE 29 - GRIEVANCE PROCEDURE

- A. Any classified employee shall have the right to appeal the application of policies and administrative decisions affecting her/him through administrative channels.
- B. With respect to filing personal grievances, the employee shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting her/his appeal.
- C. The employee shall have the right to present her/his own appeal or be represented by the Local President, grievance chair-person, or OAPSE field representative. If the employee chooses to represent herself/himself, OAPSE shall be afforded the right to be advised of any grievance resolution and to approve it should such resolution have an impact on other bargaining unit employees.

- 1. The term "grievant" means an employee, employees or the Union.
- 2. The term "grievance" means an alleged violation, misapplication or misinterpretation of the provisions of this Agreement.
- 3. "Days" as used in this Article, mean Monday through Friday, excluding all holidays.
- 4. If a grievance which fits within the definition set forth above arises, there shall be no stoppage or suspension of work or other interference with or refusal to perform regular work duties, for this procedure is intended to resolve all grievances which fall within its scope.
- 5. Time Limits:
  - (1) A maximum number of days indicated at each step in the procedure shall be the maximum. However they may be extended by written agreement between the parties.
  - (2) If the grievant does not present a written grievance within 10 days of the occurrence of the act or conditions on which the grievance is based then the grievance shall be considered waived.

### D. STEP 1 – Informal

- 1. Any employee who has a grievance shall first discuss it with her/his immediate administrative supervisor in an attempt to resolve the matter at that level.

### E. STEP 2

- 1. If a grievance is not resolved under the Step 1 process, the employee shall set forth her/his complaint in writing (*Form Step 2 refers to appendix section*) to her/his administrative (non-bargaining unit) supervisor indicating the precise nature of the claim, the specific section(s) of the contract allegedly violated and the exact relief sought within 10 days of the act upon which the grievance is based. The administrative supervisor shall communicate her/his decision to the employee and

Union President in writing (*Form Step 2 refers to appendix section*) within 5 school days of receipt of Form Step 2 from the employee.

2. The administrative supervisor or grievant may request a meeting with the grievant, representative and administrative supervisor before issuing the Step 2 response.

#### F. STEP 3

1. If the employee is not satisfied with the disposition of Step 2 or if no disposition is made within the time provided in Step 2, the employee may appeal to the Superintendent of schools or designee within 5 days of receipt of completed Form Step 2, or such date it should have been received. The appeal to the Superintendent shall be made in writing (*Form Step 3*) and must set forth the grounds upon which the grievance is based. The Superintendent shall confer with the concerned parties, and may confer with the grievant or administrative supervisor separately. She/he shall attempt to meet to resolve the matter as quickly as possible but within a period not to exceed 5 school days. The Superintendent shall communicate her/his decision in writing (*Form Step 3 refers to appendix section*) along with supporting reasons, to the grievant, Union President and the administrative supervisor within 10 days of receipt of Form Step 3.

#### G. STEP 4

1. If the employee is not satisfied with the disposition of Step 3 or if no disposition is made within the time provided in Step 3 and if the Union wishes to pursue the grievance further, the parties may mutually agree to use grievance mediation. If no such agreement is reached or if mediation is not successful and if the Union continues to wish to pursue the grievance further, the Union shall notify the Superintendent within 5 days of the disposition of Step 3 or the date such disposition was due and the matter shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service (FMCS). A single arbitrator shall be chosen by the parties by the striking process. The fees and expenses of the arbitration shall be borne by the losing party. The arbitrator shall be requested to specify the non-prevailing party. The decision of the arbitrator shall be binding on the Board, the administration and OAPSE. The employer shall release the Local President or designee, grievant and up to 2 necessary witnesses from work without loss of pay or fringe benefits for attendance at the arbitration hearing.

### **ARTICLE 30 - UNION REPRESENTATION**

- A. The Board recognizes the right of the Union to appoint stewards and further recognizes the Union's appointment of a negotiations committee in accordance with Article I of this Agreement. The Union commits to give the Board written notice of the identity of persons serving as stewards and members of the negotiating committee.
- B. The steward may discuss complaints or grievances with employee members of the bargaining unit. Provided that performance of the employee and steward's assigned duties is accomplished without interference, said discussions may take place during working hours.

- C. Two (2) persons in addition to the grievant may attend grievance meetings conducted under Article 29 of this Agreement during working hours without loss of pay.
- D. The Union's field representative may visit Board facilities to transact official Union business, provided advance notice of the visitation is provided to the Director of Business Affairs and further provided that such visitation does not interfere with the employee's performance of assigned work obligations.
- E. The Union President or designee shall be allowed reasonable time without loss of pay or benefits to attend meetings with the Administration on issues of mutual concern.

### **ARTICLE 31 - JOB DESCRIPTIONS**

- A. The Union has been furnished with a copy of the current job description of each classification covered under the terms of this Agreement. Job descriptions shall be reviewed and updated if necessary annually.
- B. Prior to any change in any job description for a position covered under this Agreement, OAPSE shall be notified of such changes anticipated and the effective date of such change. If such changes result in a substantial modification in job performance or responsibility, the parties shall meet to renegotiate the position or classification pay schedule.
- C. All classified employees must hold and keep up to date the proper licensure, permits, certificates and certification and other requirements per the Ohio Department of Education, the Department of Motor Vehicles and/or any other state or Federal body which oversees, sets requirements for and/or governs any aspect of District operations. Satisfaction of these requirements is the responsibility of the employee unless otherwise specifically noted in this Agreement. Human Resources will provide notice of expiration of licenses, permits and certificates as a courtesy to employees, who remain ultimately responsible for ensuring the required licenses and certificates are up to date.

### **ARTICLE 32 - REDUCTION IN FORCE (RIF) - LAYOFF**

- A. The reasons, which necessitate the layoff and/or job abolishment of non-teaching personnel by the Westlake Board of Education, are:
  - 1. Decreased enrollment of pupils.
  - 2. Return to duty of regular employees after leave of absence.
  - 3. Suspension of schools or territorial changes affecting the District.
  - 4. Necessary changes in curriculum, which affect the use of non-teaching employees in the instructional program.
  - 5. Shortage of funds.
  - 6. Lack of work in the employee's job classification.
- B. In the event the Board of Education determines it is necessary to reduce force, the following guidelines and program for layoff and/or job abolishment shall apply:

1. A reasonable effort by the Board of Education to minimize the number of personnel layoffs shall be made. This effort will be accomplished, whenever it is practical, by not employing replacements of those employees who resign, retire, or vacate a position.
2. Nothing herein shall prohibit the Board from employing substitutes for emergencies. In the event substitutes are required, those employees on layoff shall be offered the substitute assignment first (in reverse order of layoff).
3. Employee classification for layoff purpose classification series and order of downward bumping follows:

- (1) Mechanics
  - (a) Master Mechanic
  - (b) Mechanic
- (2) Secretaries
  - (a) Secretary
  - (b) Clerk/Typist
- (3) Bookkeeper
- (4) Food Service
  - (a) Head Cook
  - (b) Assistant Cook
  - (c) Cashier
  - (d) Helper
  - (e) Dish Washer
- (5) Custodial
  - (a) Head Custodian
  - (b) Assistant Custodian
  - (c) Cleaner
- (6) Maintenance
  - (a) Maintenance Worker
  - (b) Maintenance Helper
- (7) Transportation
  - (a) Dispatcher
  - (b) Driver
- (8) Central Printing
- (9) Switchboard Operator
- (10) Clerks
  - (a) Resourcarians/Library Assistants
  - (b) Library Clerks
- (11) Assistants
  - (a) Teacher Assistants/Elementary Assistants
  - (b) Special Education Assistants/Teacher Assistants (Special Needs)
  - (c) Attendants
  - (d) Supervisory and Playground Assistants
  - (e) Special Education Bus Assistants

4. For layoff purposes all present employees with the Westlake City School District Board of Education shall be credited with seniority for all regular, uninterrupted length of continuous employment with the District up to and including 5 days prior to

the day the list is posted. Authorized leaves of absence do not constitute an interruption in continuous service but do not count toward seniority. Employees shall be entitled to recall from layoff for a period of 2 years.

5. Twenty days (20) prior to the effective date of a RIF, the Board shall prepare and post in a conspicuous place in each building a list containing the job titles and under each job title a list of the employees with their seniority date presently employed by the Board with an indication of which employees are to be laid-off and include the effective date of layoff. Each employee that is designated for layoff shall receive a copy of the layoff notice prior to the posting.
6. A unit member may challenge her/his layoff by means of grievance procedure in Article 29. It is specifically agreed by the Association and Board that the grievance procedure shall be the sole remedy for a unit member challenging layoff, and such grievance procedures shall prevail over civil service laws. Accordingly, the parties agree that neither the Westlake Civil Service nor the State Personnel Board of Review shall have any jurisdiction to hear appeals relating to layoff.
7. A recall list of employees within each classification in which layoffs occur shall be maintained and employees shall be reemployed in the reverse order of layoff. Notice of such reemployment shall be sent by certified mail to the employee's last known address. It shall be the responsibility of the employee to keep the Board informed of his current address. If the employee fails to accept reemployment in writing within 7 calendar days from the date said notification was delivered, the employee shall be considered to have declined the offer and shall be removed from the recall list. If the employee is offered a position that requires special skills or training and an employee of the School District can provide that training, the Administration will offer the training to the laid-off employee. If the employee refuses this training, the employee will be removed from the recall list.
8. Whenever in the sound discretion of the Board of Education of the Westlake City School District, it becomes necessary for the reasons stated above to reduce by layoff the number of non-teaching employees of the District in one or more classification series, such employees within each classification series shall be laid off in the inverse order of their appointment in the classification series.
9. An employee whose position is abolished shall have the right to displace the employee with the next least seniority within that classification.
10. An employee who is laid off shall have the right to displace the employee within their classification with the next least seniority in that classification. Any employee so displaced shall have the right to displace another employee in same classification with the next least seniority in that classification. Such displacement may continue, if necessary, until the employee with the least seniority within the classification series has been reached and laid-off.
11. Any laid-off or displaced employee unable to displace another employee in the next lower classification within the same classification series is entitled to displace, if she/he has more seniority with the classification series, the employee with the next least seniority in the next lower classification in the same classification series, or if unable, in descending order any lower classification in the same classification

series. An employee of the District who has experience in another classification does not have bumping rights in their former classification.

12. The seniority list is to be posted by November 1 of each year. Each employee has 30 days to advise the Superintendent/Designee and Local President of any inaccuracy. If no timely protest is filed, the list is final. If a timely protest is filed and an adjustment is made, revised lists showing the adjustments are then posted. The entire process is completed by January 15, with no further adjustments until the following November.

13. The categories of employee listed below shall be subject to the above layoff procedures in the following order:

- (1) Probationary employees who have not completed their probationary period after appointment.
- (2) Regular current employees who have completed their probationary period after appointment.

### **ARTICLE 33 - JOB VACANCIES**

- A. All vacancies and new bargaining unit positions shall be published in the staff newsletter electronically, and a copy shall be posted at a designated location in buildings to permit application by current employees. Except as provided in Article 33, paragraph H. below, current employees who by reasons stated in the letter of intent and demonstrating qualifications set forth in the resume shall be afforded an interview prior to considering outside applicants for the vacant position. Current employees shall not be required to take the pre-employment test unless they are seeking to change classifications. If two were administered for a particular vacancy, the skills testing shall be consistent for all applicants under final consideration for the vacancy, including current employees. The administration shall attempt to fill the position within 20 working days. When a vacancy occurs and the intent is to not fill the vacancy, or when a new position is created, the Union President shall be notified.
- B. A position is considered vacant and required to be published in the staff newsletter where it shall be filled following an employee's promotion, resignation, transfer or termination, or upon the creation of a new bargaining unit position. A position is not considered vacant for purposes where the Administration has determined to increase the length of the workday by up to 1 hour per day or the length of the work year by up to 20 days per year.

- C. After the Administration determines to fill a vacancy with a regular employee or create a new bargaining unit position, notice of the vacancy shall be posted in the next staff newsletter. Publication in the staff newsletter of the vacancy shall begin at least 5 working days before the position is filled on a permanent basis. Each publication shall include the final date for submission of an application, location of the assignment, salary range, and approximate hours. Job descriptions may be examined at the Human Resource Department or the Principal's office. Employees who wish to be considered for the vacancy must make application for the position in writing on forms supplied by the District.
- D. Positions may be filled on a temporary basis and shall not exceed 60 workdays without the agreement of the Local President.
- E. Any position that is filled by a substitute employee at the end of a school year shall be treated as vacant and published in the staff newsletter before the end of the school year.
- F. All lateral transfer applicants within the same classification shall be given first consideration prior to other applicants.
- G. The Board of Education shall hire the most qualified applicant, as determined by the Administration, for any vacant position and shall consider such factors as seniority, requirements of the job description, pertinent State/Federal requirements, work record and other reasonable job-related factors. Qualifications shall be stated in the posting or in the written job description and shall be consistent with the job description. The applicant shall prepare a resume and submit a list of their qualifications for the position to the individual designated in the staff newsletter to aid the Administration in their assessment of the candidate. In those circumstances where it is determined that qualifications and job-related factors of applicants for a position are equal in the reasonable judgment of the Administration, and where one or more applicants are employees, seniority shall prevail. Before the Board acts to fill a vacancy by an outside applicant, the Director of Human Resources/Director of Business Affairs shall advise the Local President of the determination and the basis for her/his recommendation.
- H. An employee wishing to be considered for a published vacancy shall submit a written request and a resume to the individual designated in the staff newsletter. Said request and resume must be received by the closing date as specified in the staff newsletter. The employee who has been granted an interview for such position and shall be advised as to whether or not she/he has been granted the position by letter or phone call. No interview need be granted to an employee who has been interviewed for the same job classification (in the same location) by the same interviewer during the 4 months immediately preceding the posting of such job vacancy.
- I. Vacancies, which occur between June 15 and September 1, shall be published and made available for application for a period of 5 working days.
- J. Any employee who desires to be informed of any vacancy during the summer months may call the Human Resource Department message line to obtain current listings of all job vacancies. Every reasonable effort shall be made to update the list each Friday.

K. When a vacancy occurs in a job classification, employees currently filling the same job title and classification may apply for said vacancy pursuant to the provisions of paragraph H above. Transportation employees shall not be eligible for the opportunities under this Article with respect to route openings, field trip assignments, wagon versus bus assignments choice of vehicles or otherwise, all of which shall be governed under the transportation working agreement provisions of this contract.

L. Probationary Period

1. The probationary period for original appointments shall be 90 workdays. On or about the 70<sup>th</sup> day, the employee shall meet with their administrative supervisor to assess the employee's job performance. If the employee's performance is marginal, she/he may have their probationary period extended for additional 30 days (to a total of 120 days) by the Director, Business Affairs. The Union President shall be notified of this action. During the probationary period, the employee shall be subject to discipline or discharge without cause and without resort to the grievance procedure to contest such action. All employees retained beyond their probationary period shall have their seniority computed from the first date of hire.
2. The probationary period for promotional transfers and transfers outside an employee's former job classification shall be 2 scheduled work months (or the balance of his original 6-month probationary period, whichever is longer). During the first 6 weeks of the 2-month probationary period, the employee is subject to being returned to her/his prior job in the discretion of the Administration. During the first 10 scheduled workdays, the employee shall be entitled to return to her/his prior position. As necessary, all employees affected by that return shall also return to their prior position, without resort to the grievance procedure.
3. The probationary period for lateral transfers shall be 1 month during which time the employee may be returned to her/his prior job without cause in the discretion of the Administration.

M. No employee shall be eligible to apply for a job vacancy that is posted (1) within 12 months of that employee's original appointment or (2) within 9 months of that employee's promotion, job change or lateral transfer. This limitation can be waived in the discretion of the Superintendent.

N. For purposes of this article, "Job Classification" shall mean those 11 classification series identified in Article 32, paragraph B-3 and "Job Title" shall mean those individual classification series of Article 32, paragraph B-3 as well as later created job positions. "Lateral Transfers" are those within the same job title and job classification.

O. Bargaining unit department heads may participate in interviews for vacancies within their classification.

P. All newly hired employees eligible for membership in the OAPSE bargaining unit shall make themselves available to a member of the Union leadership team for a 15-minute welcoming briefing within 30 working days of date of hire on unpaid time.

- Q. All newly hired employees shall sign the Union Informational Meeting Form as a part of the employment process and a copy shall be sent to the Union President within 5 working days of the new hire signing this form. Failure to meet with the Union representative shall be considered a violation of probation.

### **ARTICLE 34 - EMPLOYEE'S FILE**

- A. With the exception of the letters of recommendation an employee may see her/his personnel file any workday during the hours the office where her/his file is kept is staffed. The employee shall not remove the file from that office and shall return all articles to the file.
- B. An employee may request in writing that copies for her/his personal use be made of any article, except letters of recommendation, in her/his file. The employee shall pay \$0.10 cents for each 8-1/2 x 11 copies.
- C. Nothing shall be placed in an employee's file unless a copy is also sent to the employee. This must be done within 7 days of placing the document in the file. This shall be the only file considered for discipline or promotion.
- D. The employee has the right to respond in writing and have said letter attached to any item in the file except letters of recommendation (pre-employment) or sent at the request of the employee.
- E. For the purpose of evaluating the employee, only the material from the previous 18 months shall be considered.
- F. The Union recognizes that there is a medical-only file which is a sub file of the personnel file.
- G. A classified staff member may request the Superintendent to remove any critical derogatory material (other than child abuse charges) which has not recurred within a 5-year period. Such request shall not be denied without reasons.

### **ARTICLE 35 - PROFESSIONAL GROWTH**

- A. Classified employees may be granted step increases for approved professional growth credits.
- B. Professional growth credits are semester hours of educational credits and/or in-service credits. The Superintendent at each Board meeting, except June, July, and August, shall recommend to the Board for approval, after she/he has received and verified that it meets the standards set forth below, those classified employees eligible for additional step increases. Verified professional growth credits submitted to the Superintendent in June, July, and August shall be recommended to the Board for approval to be effective beginning with the first pay period in September. The classified employees' contracts shall be rewritten and pay adjusted to the first day of the pay period in which the Board

meeting is held. It shall be the policy of the Board to compensate employees for accrued professional growth credits in the following manner:

1. Each activity for which the employee wishes credit shall be submitted to the Superintendent or her/his designee for approval before the activity is begun.
2. Whenever an eligible classified employee has accrued a sufficient number of professional growth credits, that employee shall receive the appropriate step increase.
3. For purpose of calculation, the ratio between educational credits and in-service shall be: 6 in-service credits to 3 college semester hours of the equivalent  $\frac{1}{4}$  hours.
4. The Administration shall specify the number of in-service credits to be assigned for each administrative proposed activity.

C. Professional growth credits may be acquired as follows:

1. Education credit: The evidence for education credit of approved courses shall be the transcript of the course(s), mailed directly from the institution to the Superintendent's office. The Superintendent shall grant conditional approval, subject to receipt of the transcripts, if she/he is in receipt of the following information from the registrar's office of the institution: course(s) name(s); hours of credit; date of completion; and statement of successful completion of the course(s).
2. Workshops and Committee Assignments: One in-service credit for each 15 hours of such participation and/or assignment.
3. In-service programs: One In-service credit for each 15 hour of preparation and/or participation if compensation in time or money is not provided by the Westlake Board of Education.

D. In-Service Credit Evaluation

1. The Superintendent or her/his designee shall be responsible for evaluation, interpretation judgments necessary for the implementation of this procedure.
2. If the employee is not satisfied with the decisions reached in Article 35, paragraph D-1 above, she/he may present her/his dissatisfaction to the panel indicated in Article 27, paragraph A.
3. When requesting evaluation of a proposal for in-service credit, a classified employee may ask that special advisors be called to assist in such evaluation. Such advisors may be: building principal, teacher, outside person, if pertinent. Such advisors shall not exceed 3 in number, and shall have voice but not vote in the recommendations of the panel.
4. The panel shall make recommendations to the Superintendent after hearing the employee's case.

5. If the Superintendent's decision is still unsatisfactory, the employee may ask for a hearing before the Board of Education, whose decision shall be final and not subject to grievance.
6. All employees shall be paid at their regular contracted hours for all in-services when required by the Administration to attend.

**E. Step Increases**

1. Whenever an eligible employee has accrued a total of 10 professional growth credits, she/he shall be moved to the next step on the salary schedule. Longevity steps are not included in this program, provided, however, that if an employee's actual years of experience are within 1 year of the next step on the salary schedule, she/he shall be moved to that next step. Otherwise, "longevity steps" are defined as those steps on a pay schedule, which are more than 1 year apart.
2. An employee already at the top of the salary schedule shall receive \$300.00 each year for 2 years for each 10 professional growth credits.
3. An employee may only be credited with 2 step increases during her/his employment with the Westlake Board of Education under this Article, and may only receive credit for 20 professional growth credits after reaching the top of the salary schedule regardless of the number of career fields the employee is in during the tenure with the Westlake Board of Education. Only the Superintendent of schools may waive the provisions of this Section and the decision is final and not subject to grievance.

**ARTICLE 36 - EXEMPLARY ATTENDANCE**

A. It will be the responsibility of the Treasurer to make payment to any member of the bargaining unit having an exemplary attendance record during her/his annual contract year (based on non-use of sick leave and personal leave days) a merit incentive for attendance award based on the following:

1. Perfect Attendance
 

(1) Full-time employee (12 month)	\$250.00
(2) Full-time employee (9-11 month)	\$200.00
(3) Part-time employee (under 6 hours)	\$150.00
  
2. One-day absence
 

(1) Full-time employee (12 month)	\$100.00
(2) Full-time employee (9-11 month)	\$75.00
(3) Part-time employee (under 6 hours)	\$50.00

**ARTICLE 37 - BOARD RIGHTS**

A. The Board and the Association recognize that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and

vested in it by the laws and the constitution of the State of Ohio and of the United States, including specifically ORC 4117.08.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

### **ARTICLE 38 - SUCCESSORSHIP**

- A. This Agreement shall be binding and inure to the benefit of each of the parties hereto. In the event that the control of the operations or facilities of the board transfers to another entity, the successor entity shall be bound by this Agreement and be required to recognize the Union with respect to the facilities and bargaining unit personnel of the Board at the time of completion of such transaction. This Agreement shall cover all future locations, which the Board may operate during the term of this Agreement, or any extension thereof.

### **ARTICLE 39 - PROVISIONS OF THIS MEMORANDUM OF UNDERSTANDING**

- A. This Agreement shall be effective on January 1, 2013 and shall continue through December 31, 2014. Subject to the Treasurer's ability to execute the ORC 5705.412 certificate for the agreement, based on either passage of an operating levy or spending cuts, the Agreement is effective from is January 1, 2013 to December 31, 2014.
- B. Hereafter, the Westlake City School District Board of Education shall be referred to as the "Board" and OAPSE Local 319 shall be referred to as the "Union or Association."

#### C. Duration

- 1. Upon ratification of the Agreement by the Union and approval by the Board, this Agreement will be signed by the President of the Union and the President of the Board and will be binding on both parties effective January 1, 2013 through December 31, 2014. Unless a challenge to recognition is filed in accordance with Revised Code Chapter 4117, this Agreement shall be effective January 1, 2013 through December 31, 2014.

### **ARTICLE 40 - CONTRACT MAINTENANCE**

#### A. Waiver of Negotiations

- 1. The Board and the Association acknowledge that during negotiations resulting in this Memorandum, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Memorandum was arrived at by the parties after the exercise of that right and opportunity. The Board and the

Local shall voluntarily waive, during the life of this Memorandum, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to be covered in this Memorandum, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Memorandum.

#### B. No Strike Clause

1. The Local and any and all of its members shall not cause, engage in, or sanction any strike, slow-down, or any other such concerted action for the term of this Memorandum.

#### C. Entire Agreement Clause

1. This Memorandum supersedes and cancels previous agreements, verbal or written or based on alleged past practices between the Board and the local and constitutes the entire Agreement between the parties. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### D. Equal Opportunity Clause

1. The Board is an equal opportunity employer and shall continue to abide by all State and Federal equal employment laws. Likewise, the local shall continue to abide by all State and Federal equal employment laws.
2. There shall be no discrimination against any employee in the matter of training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise because of race, color, creed, national origin, sex, age, marital status, disability, handicap, political affiliation, reasonable grievance activity or Union activity. The employer recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the employer agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

#### E. Conflict with Law and Severability

1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. If it is determined by a court of competent jurisdiction that any provision shall be unenforceable, the remainder of the Agreement shall remain in full force and effect for the Agreement term. In the case of such invalidation, at the request of either party, the parties shall meet within 15 days to negotiate a replacement clause.
2. Upon ratification of this Memorandum by both the Association and the Board, the Memorandum shall be signed by the President and the Treasurer of the Local and

the President of the Board and the School Treasurer and shall be binding on both parties effective from such date until December 31, 2014.

3. If an employee is required to complete an appointment for an examination with a physician appointed by the Industrial Commission in connection with an injury at school, the employee shall be paid at her/his regular rate for all scheduled hours lost to the examination without use of paid time off.

## **ARTICLE 41 - COMMUNICABLE DISEASE PROCEDURES**

### **A. Purpose**

1. The purpose of these procedures is to describe the manner and method(s) of handling the issues raised when an employee is diagnosed with a communicable disease. A communicable disease is one that: (1) poses a significant risk of infecting others in a work place; (2) poses a direct threat to the health and/or safety of others; and (3) poses a genuine significant risk of substantial harm which cannot be eliminated or reduced to below the level of "direct threat" by reasonable accommodation.
2. These procedures do not necessarily prohibit an employee with a communicable disease from performing her/his assigned duties. There shall be no mass mandatory testing to determine if employees have communicable diseases. Additionally, there shall be no mandatory testing of an individual employee without reasonable cause (i.e. the medical inquiry shall be job-related and justified by business necessity). However, school physicians (in accordance with ORC 3313.71) may make examinations of school employees as in their opinion the protection of health of the pupils, employees and other school employees require. Additionally, and in accordance with R.C. 3313.71, the school physician may immediately (but temporarily) send an employee home whose found to be ill or suffering from a communicable disease. The school physician shall advise the employee that she/he should consult her/his family physician. If a subsequent medical examination discloses that the employee has a communicable disease, the procedures outlined in Paragraph B below of this Article shall be followed. Any temporary exclusion from the workplace shall: (1) not exceed 14 calendar days; (2) be with salary and fringe benefits; and (3) not be charged against any form of leave.
3. Decisions about each employee with a communicable disease are to be made on a case-by-case basis in accordance with currently available objective medical information and other factual evidence. A determination to exclude an employee from performing her/his assigned duties shall be based on a consideration of the following factors: (a) the duration of the risk (i.e. how long the carrier infectious); (b) the nature of the risk (i.e. how the disease is transmitted) and the severity of the risk (i.e. the potential harm to third parties); (c) the likelihood that the potential harm shall occur; and (d) the imminence of the potential harm.

## B. Procedures

1. When an employee with a communicable disease voluntarily discloses her/his diagnosis, is identified via medical documentation from a physician, or is identified via the procedure outlined in Section A (2) above, notification shall be made to the Superintendent who shall notify the Westlake City Schools' physician.
2. The school physician shall notify the Cuyahoga County Health Commissioner if required to do so by law.
3. The school physician shall obtain written release of pertinent medical information from the employee with a communicable disease and her/his health care provider(s) (*form refer to appendix section*). The school physician shall share the information with the medical review team.
4. The school physician shall convene a medical review team within 7 days of the identification or documentation that an employee has a communicable disease in order to review the employee's medical status and make appropriate recommendation(s) to the Superintendent. Such review team shall be comprised of
  - (1) the employee's primary care physician;
  - (2) a physician specializing in the communicable disease; and
  - (3) the school physician, who shall act as chairperson of the medical review team.
5. The review team shall submit a written report of its findings and recommendations to the Superintendent within 5 calendar days. The team's written report should represent all members of the medical review team. The medical review team shall only be responsible for reviewing medical data/records and advising the Superintendent/Board about the employee's functional abilities and limitations in relation to job functions, and about whether the individual meets the Board's health and safety requirements. The medical review team shall not be responsible for making employment decisions or determining whether or not it is possible to make a reasonable accommodation for the employee with the communicable disease. The medical review team's recommendations and/or conclusions shall focus on two concerns: (a) whether the person is currently able to perform her/his specific job, with or without an accommodation; and (b) whether the person can perform her/his job without posing a "direct threat" to the health or safety of others.
6. The Superintendent shall make a decision based on medical information concerning employment assignment within 2 calendar days after receiving the written report of the medical review team. The employee with the communicable disease shall only be excluded from assignment/reassignment if her/his condition poses an immediate, direct threat to the health and/or safety of others, which cannot be eliminated or reduced to a medically acceptable level by reasonable accommodation.
7. An employee who is excluded from assignment/reassignment shall be: (1) entitled to normal paid sick leave benefits; (2) entitled to utilize FMLA leave as provided in Article 18; (3) entitled to remain on unpaid sick leave status for up to 2 years after paid sick leave has expired; and (4) entitled to apply for disability retirement benefits, if eligible, at any time. An employee shall not be nonrenewed, terminated,

or otherwise separated from employment due to having been diagnosed with a communicable disease.

8. An employee may return to work once a physician or the school physician has certified that she/he has recovered from the disease.
9. An employee disputing the Superintendent's recommendation may file a grievance through the established grievance procedures and/or may utilize any and all other appeals as provided by the law.

#### C. Confidentiality

1. All information gathered through medical examinations or inquiries must be kept confidential. Employees' medical records shall be maintained in separate files from employees' general personnel files, and stored in separate file cabinets. Further information about the identity and condition of an employee with a communicable disease shall not be disclosed by the medical review team or by the Superintendent to anyone except as permitted and/or required under Federal or state law. Those notified shall observe complete confidentiality.

#### D. Dissemination of Communicable Disease Information

1. All employees shall be in-serviced at least annually and in greater depth every 5 years on information relating to the proper precautions to be exercised in the work place to prevent possible transmission of communicable diseases. In-services shall include the latest information from the Ohio Department of Health, Centers for Disease Control, and the U.S. Department of Health and Human Services. In-services shall be jointly planned by the Union and the Administration.

#### E. Follow-up

1. The medical review team shall maintain an active role in monitoring an employee's medical condition.
2. The employee's primary care physician shall work with the employee regarding any change in health status and shall notify the school physician of any change.
3. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined in Article 41, paragraph B and paragraph C shall be followed.

#### F. Students Identified as Having Communicable Diseases

1. Information about the identity and condition of any student with a communicable disease shall not be disclosed by the medical review team or by the Superintendent to anyone other than those employees and other staff members responsible for the student so that adequate supervision may be maintained. Those notified must observe complete confidentiality.

2. The medical review team shall maintain an active role in monitoring the student's medical condition.
3. Any change in the information about the condition of the student shall only be given to personnel identified in Section F (1) above and said personnel shall observe complete confidentiality.

**ARTICLE 42 - EMPLOYER "PICK-UP" OF CLASSIFIED EMPLOYEE RETIREMENT CONTRIBUTION**

- A. The OAPSE, Local #319 and the Westlake City School District Board of Education agree that the Board shall implement the "pick-up" of the classified employees' required contributions to the SERS and with the Board of Education having agreed to do so, the Treasurer is hereby authorized to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each classified employee's contribution to SERS in lieu of payment by such employee, and that such amount contributed by the Board on behalf of the classified employee shall be treated as deferred salary paid by the Board to SERS from the contract salary otherwise payable to such classified employee in cash.
- B. The Treasurer is also directed to prepare and distribute an addendum to each certificated employee's contract which states (1) that the employee's contract-salary is being restated as consisting of (a) a cash salary component and (b) a "pick-up" component, which is equal to the amount of the employee contribution being "picked up" by the Board on behalf of the employee; (2) that the Board shall contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each classified employee; and (3) that sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the employee's restated salary.
- C. The Board's total combined expenditure for employee's total contract salaries payable pursuant thereto (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this resolution not been in effect.
- D. The Board shall compute and remit its employer contributions to SERS based upon total contract salary including the "pick-up". The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total contract salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total contract salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

## **ARTICLE 43 – SECTION 125 PLAN (“CAFETERIA PLAN”)**

- A. By January 1, 2005, the Board shall establish a “Cafeteria Plan” that is designed to allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis.
- B. The Cafeteria Plan will be designed to meet the requirements of Internal IRC Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period of each school year as determined by the Board Treasurer and may not be revoked during the current plan year (January 1<sup>st</sup> through December 31<sup>st</sup>) unless there is a change in the employees circumstances that, in accordance with IRC Section 125, permits the employee to change her/his election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with Federal law). If revoked, any account balance will be governed by paragraph 3.c. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer’s office.
- C. Dependent Care FSA
1. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
  2. The salary reduction and corresponding credits will be made in equal installments, during the Plan year.
  3. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.
- D. Health Care FSA
1. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax “salary reduction” election up to a maximum amount of \$4,000 (exclusive of employee contributions for health coverage) per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
  2. The salary reduction shall be made in equal installments during the Plan year.

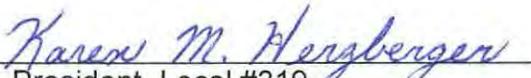
#### E. Forfeiture of Unused Allocations

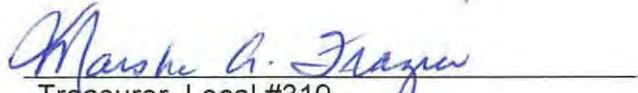
1. To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each Plan year will be forfeited. In the event an employee separates from employment during a Plan year with a remaining balance in the FSA account(s), the employee may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

#### F. Administrative Fees

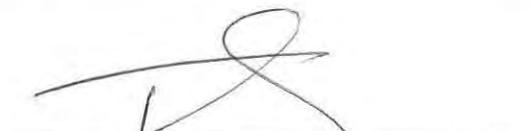
1. The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. When the Board Treasurer is making the decision regarding which company shall be the third-party administrator of the Section 125 Plan, one of the criteria to be used shall be the amount of administrative fees charged. Any administrative fees shall be borne by the Section 125 Plan participants.

This Memorandum of Understanding ratified this 30<sup>th</sup> day of May, 2013, by the membership of Local #319 of the Ohio Association of Public School Employees.

  
\_\_\_\_\_  
President, Local #319

  
\_\_\_\_\_  
Treasurer, Local #319

This Memorandum of Understanding approved this 10<sup>th</sup> day of June, 2013, by the Board of Education of the Westlake City School District.

  
\_\_\_\_\_  
President, Board of Education  
Westlake City School District

  
\_\_\_\_\_  
CFO/Treasurer, Board of Education  
Westlake City School District



## APPENDIX SECTION

### Memorandum of Understanding OAPSE 2013-2014 Agreement

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**REQUEST FOR UNPAID FMLA LEAVE**

(To be filed at least 30 days in advance of foreseeable leave; otherwise, as soon as practicable)

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

I hereby request FMLA leave from \_\_\_\_\_ to \_\_\_\_\_ for (circle one):

- 1. The birth of a child and/or to care for the newborn child within one year of the child's birth;
- 2. The placement of an adopted child or foster child with you and/or to care for the newly placed child within one year of the child's arrival;
- 3. To care for an immediate family member (son, daughter, spouse, or parent) with a serious health condition; or
- 4. The Employee's own serious health condition prevents him/her from performing the functions of his/her job (i.e. the health care provider determines that the Employee is unable to work at all or is unable to perform any of the essential functions of the Employee's position within the meaning of the Americans with Disabilities Act).

Explain the reason for your request:

\_\_\_\_\_

Does Employee's spouse work for the District? **Yes** **No**

Would an intermittent or reduce leave schedule meet your needs? **Yes** **No**

If yes, specify a schedule that would meet your needs:

\_\_\_\_\_

**NOTE:** A FMLA leave request based on the Employee's serious health condition or the serious health condition of an immediate family member must be accompanied by "Medical Certification from Health Care Provider."

I hereby authorize a health care provider representing the Board of Education to contact my health care provider for purposes of clarifying or authenticating my "Medical Certification from Health Care Provider" form.

I understand that a failure to return to work at the end of my FMLA leave may be treated as a resignation unless an extension of FMLA leave has been agreed upon and approved in writing by the Board of Education, or an additional unpaid leave is authorized by the Board and/or state law.

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

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Employee's accumulated sick leave: \_\_\_\_\_

Total unpaid leave, with benefits, Employee entitled to: \_\_\_\_\_

Intermittent or reduced leave schedule and alternative position Employee assigned to (if applicable):

\_\_\_\_\_

AS REQUIRED BY THE AMERICANS WITH DISABILITIES ACT

**MEDICAL CERTIFICATION FROM HEALTH CARE PROVIDER - FMLA LEAVE**

(To be submitted within 15 days of Employee requesting FMLA leave)

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

Reason for Employee requesting FMLA leave (circle one):

1. To care for an immediate family member (son, daughter, spouse, or parent) with a serious health condition; or
2. The Employee's own serious health condition prevents him/her from performing the functions of his/her job (i.e. the health care provider determines that the Employee is unable to work at all or is unable to perform any of the essential functions of the Employee's position within the meaning of the Americans with Disabilities Act).

If reason #1 has been circled above, indicate the time and relationship of the immediate family member (patient):

\_\_\_\_\_

Name of Treating Health Care Provider: \_\_\_\_\_

Type of Medical Practice (Field of Specialization, if any): \_\_\_\_\_

Approximate date on which the serious health condition commenced: \_\_\_\_\_

Probable duration of the condition/incapacity: \_\_\_\_\_

The attached sheet describes what is meant by a "serious health condition." Does the patient's condition (for which the employee is taking FMLA leave) qualify under any of the categories described? If so, please check the applicable category.

(1)\_\_\_\_ (2)\_\_\_\_ (3)\_\_\_\_ (4)\_\_\_\_ (5)\_\_\_\_ (6)\_\_\_\_ or None of the above \_\_\_\_\_

Describe the medical facts, which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

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

Will it be necessary for the employee to work intermittently or on a reduced leave schedule as a result of the condition (including, as a result of treatment): **YES NO**

If yes, give the probable duration: \_\_\_\_\_

If the condition is a chronic condition or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:

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

If additional treatments shall be required for the condition, provide an estimate of the probable number of such treatments:

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

**THIS IS A CONFIDENTIAL RECORD AND IT SHALL BE MAINTAINED AS SUCH  
AS REQUIRED BY THE AMERICANS WITH DISABILITIES ACT**

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

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If any of these treatments shall be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments:

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If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

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If the Employee is taking FMLA leave for reason #2 (including absences due to pregnancy or a chronic condition):

- A. Is the employee unable to perform work of any kind?      **YES**      **NO**
- B. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the Employee or the Board shall provide you with information about the essential job functions)?      **YES**      **NO** If yes, please list the essential functions the Employee is unable to perform:
- 
- 

- C. If neither A. nor B. applies, is it necessary for the employee to be absent from work for treatment?  
**YES**      **NO**

If the Employee takes FMLA leave for reason #1:

- A. Does the patient require assistance for basic medical or personal needs or safety, or for transportation?      **YES**      **NO**
- B. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?      **YES**      **NO**
- C. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:
- 
- 

\_\_\_\_\_  
Health Care Provider's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

To be completed by the Employee requesting FMLA leave for reason #1:

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

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

\_\_\_\_\_  
Date

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**MEDICAL RELEASE:**

I authorize my health care provider to complete the above Medical Certification form and to release it to the Westlake City School District Board of Education.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Date

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

1. Hospital Care: Inpatient care (i.e. An overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with or consequent to such inpatient care.
2. Absence Plus Treatment: A period of incapacity (i.e. inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from) of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
  - a. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider (treatment includes examinations to determine if a serious health condition exists and evaluations of the condition, but it does not include routine physical examinations, eye examinations, or dental examinations); or
  - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (e.g., a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
3. Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
4. Chronic Conditions Requiring Treatment: Any period of incapacity or treatment for such incapacity due to a chronic health condition (e.g., asthma, diabetes, epilepsy, etc.). A chronic condition is defined as one which:
  - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c. May cause episodic rather than a continuing period of incapacity.
5. Permanent/Long-term Conditions Requiring Supervision: A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke or the terminal stages of a disease). The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
6. Multiple Treatment (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under the orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Conditions, for which cosmetic treatment are administered (e.g., acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet the definition of a serious health condition and do not qualify for FMLA Leave.

Restorative dental or plastic surgery after an injury or removals of cancerous growths are serious health conditions provided all the other conditions of the above subparagraphs are met.

Mental illness resulting from stress or allergies may be serious conditions, but only if all the conditions of the above subparagraphs are met.

Substance abuse may be a serious health condition if the conditions stated above are met (i.e. the treatment is by a health care provider or by a provider of health care services on referral by a health care provider). Absence due to an employee's use of the substance, rather than for treatment, does not qualify for FMLA Leave.

**BOARD NOTIFICATION TO EMPLOYEE THAT HIS/HER PAID LEAVE OF  
ABSENCE QUALIFIES AS FMLA LEAVE**

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

Date Paid Leave Commenced: \_\_\_\_\_

Your present paid leave of absence is for the following reason:

- \_\_\_\_\_ The birth of a child and/or to care for the newborn child within one year of the child's birth;
- \_\_\_\_\_ The placement of an adopted child or foster child with you and/or to care for the newly placed child within one year of the child's arrival;
- \_\_\_\_\_ A serious health condition affecting your \_\_\_\_\_ spouse, \_\_\_\_\_ child, \_\_\_\_\_ parent, for which you are needed to provide care; or
- \_\_\_\_\_ A serious health condition prevents you from performing the functions of your job.

**The reason indicated above qualifies you for FMLA Leave. This notice serves to inform you that the Board of Education considers your present paid leave of absence to be counted toward your FMLA Leave entitlement for the current 12-month period.**

If this is your first FMLA leave-qualifying event in the last 12-month period, your anniversary date for purposes of your immediate FMLA Leave entitlement shall be: \_\_\_\_\_ (i.e. you have 12 weeks of leave available in the next 12-month period).

If this is not your first FMLA leave-qualifying event in the last 12-month period, this notice shall serve as a reminder that your anniversary date is: \_\_\_\_\_ and you are entitled to \_\_\_\_\_ days of FMLA leave between now and your anniversary date.

*You have a right under the Family & Medical Leave Act of 1993 to up to twelve (12) weeks of leave in a twelve (12)-month period for the reasons listed above. If your accrued paid leave runs out, the condition indicated above continues, and you have not yet exhausted your 12-weeks of FMLA leave entitlement, you may continue your leave of absence on an unpaid basis by completing a request for FMLA leave as soon as practicable. If the remaining FMLA leave is unpaid, your health benefits will be maintained under the same conditions as if you continued to work, and you will be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment upon your return from leave. If you do not return to work following this period of unpaid FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse the Board of Education for its share of any health insurance premiums it paid on your behalf during your unpaid FMLA Leave.*

**ANY QUESTIONS CONCERNING THIS NOTICE OR YOUR RIGHTS TO FMLA LEAVE SHOULD BE ADDRESSED TO THE INDIVIDUAL WHOSE NAME APPEARS BELOW.**

\_\_\_\_\_  
[Signature of administrator enforcing FMLA Leave]

\_\_\_\_\_  
Date

**BOARD'S NOTICE TO EMPLOYEE CONCERNING FMLA LEAVE**

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Building: \_\_\_\_\_ Date: \_\_\_\_\_

On \_\_\_\_\_ you notified us of your need to take FMLA leave due to:

- \_\_\_\_\_ the birth of a child and/or to care for the newborn child within one year of the child's birth;
- \_\_\_\_\_ the placement of an adopted child or foster child with you and/or to care for the newly placed child within one year of the child's arrival;
- \_\_\_\_\_ a serious health condition affecting your \_\_\_\_\_ spouse, \_\_\_\_\_ child, \_\_\_\_\_ parent, for which you are needed to provide care; or
- \_\_\_\_\_ a serious health condition prevents you from performing the functions of your job.

You notified us that you need this leave beginning on \_\_\_\_\_ and that you expect the leave to continue until approximately \_\_\_\_\_.

**The reason indicated above qualifies you for FMLA leave.**

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

If this is your first FMLA leave-qualifying event in the last 12-month period, your anniversary date for purposes of your immediate FMLA Leave entitlement shall be: \_\_\_\_\_ (i.e. you have 12 weeks of leave available in the next 12-month period).

If this is not your first FMLA leave-qualifying event in the last 12-month period, this notice shall serve as a reminder that your anniversary date is: \_\_\_\_\_; and you are entitled to \_\_\_\_\_ days of FMLA leave between now and your anniversary date.

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

1. You are \_\_\_\_\_ eligible \_\_\_\_\_ not eligible for leave under FMLA.
2. The requested leave \_\_\_\_\_ will \_\_\_\_\_ will not be counted against your annual FMLA leave entitlement.
3. You \_\_\_\_\_ will \_\_\_\_\_ will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by \_\_\_\_\_ *(must be at least 15 days after receipt of this document)* or we may delay the commencement of your leave until the certification is submitted.

4. You may elect to substitute qualifying accrued paid leave for unpaid FMLA leave. We \_\_\_\_\_ will \_\_\_\_\_ will not require that you substitute qualifying accrued paid leave for unpaid FMLA leave. If paid leave will be used the following conditions will apply:
- 
- 

5. a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee).*
- b. You have a 30-day grace period in which to make your premium payment. If payment is not made in a timely manner, your group health insurance may be canceled, *provided* we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We \_\_\_\_\_ will \_\_\_\_\_ will not pay your share of the health insurance premiums while you are on leave.
- c. We \_\_\_\_\_ will \_\_\_\_\_ will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you \_\_\_\_\_ will \_\_\_\_\_ will not be expected to reimburse us for the payments made on your behalf.
6. You \_\_\_\_\_ will \_\_\_\_\_ will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until such certification is provided.
7. While on leave you \_\_\_\_\_ will \_\_\_\_\_ will not be required to furnish us with periodic reports every \_\_\_\_\_ *(indicate interval of periodic reports as appropriate for the particular leave situation)* of your status and intent to return to work. 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 \_\_\_\_\_ will not be required to notify us at least two work days prior to the date you intend to report for work.
8. You \_\_\_\_\_ will \_\_\_\_\_ will not be required to furnish recertification relating to a serious health condition. *(Explain below, if necessary, including the interval between certifications.)*
- 
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**ANY QUESTIONS CONCERNING THIS NOTICE OR YOUR RIGHTS TO FMLA LEAVE SHOULD BE ADDRESSED TO THE INDIVIDUAL WHO'S NAME APPEARS BELOW.**

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[Signature of administrator enforcing FMLA Leave]

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Date

**MEDICAL CERTIFICATION FROM HEALTH CARE PROVIDER  
BOARD REQUESTED SECOND OPINION (OPTIONAL) - FMLA LEAVE**

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Building: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Employee Requesting FMLA Leave (circle one):

1. To care for an immediate family member (son, daughter, spouse, or parent) with a serious health condition; or
2. The Employee's own serious health condition prevents him/her from performing the functions of his/her job (i.e. the health care provider determines that the Employee is unable to work at all or is unable to perform any of the essential functions of the Employee's position within the meaning of the Americans with Disabilities Act).

If reason #1 has been circled above, indicate the name and relationship of the immediate family member (patient): \_\_\_\_\_

Health Care Provider Consulted: \_\_\_\_\_

Medical Practice (Field of Specialization, if any): \_\_\_\_\_

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

Approximate date on which the serious health condition commenced: \_\_\_\_\_

Probable duration of the condition/in capacity: \_\_\_\_\_

The attached sheet describes what is meant by a "serious health condition." Does the patient's condition (for which the employee is taking FMLA leave) qualify under any of the categories described? If so, please check the applicable category.

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) \_\_\_\_\_, or None of the above \_\_\_\_\_

Describe the medical facts, which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

\_\_\_\_\_

\_\_\_\_\_

Will it be necessary for the employee to work intermittently or on a reduced leave schedule as a result of the condition (including, as a result of treatment):           **YES**           **NO**

If yes, give the probable duration: \_\_\_\_\_

If the condition is a chronic condition or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:

\_\_\_\_\_

\_\_\_\_\_

If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments:

\_\_\_\_\_

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

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If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments:

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---

If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

---

---

**If the Employee is taking FMLA leave for reason #2 (including absences due to pregnancy or a chronic condition):**

- A. Is the employee unable to perform work of any kind?    **YES**    **NO**
- B. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the Employee or the Board will provide you with information about the essential job functions)?    **YES**    **NO**  
If yes, please list the essential functions the Employee is unable to perform:

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- C. If neither A. nor B. applies, is it necessary for the employee to be absent from work for treatment?  
**YES**    **NO**

**If the Employee takes FMLA leave for reason #1:**

- A. Does the patient require assistance for basic medical or personal needs or safety, or for transportation?    **YES**    **NO**
- B. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?    **YES**    **NO**
- C. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

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\_\_\_\_\_  
Health Care Provider's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

**MEDICAL RELEASE:**

I authorize the above health care provider to complete the above Medical Certification form and to release it to the Westlake City School District Board of Education.

---

Patient's Signature

---

Date

**THIS IS A CONFIDENTIAL RECORD AND IT SHALL BE MAINTAINED AS SUCH  
AS REQUIRED BY THE AMERICANS WITH DISABILITIES ACT**

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

1. Hospital Care: Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with or consequent to such inpatient care.
2. Absence Plus Treatment: A period of incapacity (i.e. inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from) of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
  - a. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider (treatment includes examinations to determine if a serious health condition exists and evaluations of the condition, but it does not include routine physical examinations, eye examinations, or dental examinations); or
  - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (e.g., a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
3. Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
4. Chronic Conditions Requiring Treatment: Any period of incapacity or treatment for such incapacity due to a chronic health condition (e.g., asthma, diabetes, epilepsy, etc.). A chronic condition is defined as one which:
  - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c. May cause episodic rather than a continuing period of incapacity.
5. Permanent/Long-term Conditions Requiring Supervision: A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke or the terminal stages of a disease). The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
6. Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under the orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Conditions for which cosmetic treatment are administered (e.g., acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet the definition of a serious health condition and do not qualify for FMLA Leave.

Restorative dental or plastic surgery after an injury or removals of cancerous growths are serious health conditions provided all the other conditions of the above subparagraphs are met.

Mental illness resulting from stress or allergies may be serious conditions, but only if all the conditions of the above subparagraphs are met.

Substance abuse may be a serious health condition if the conditions stated above are met (i.e. the treatment is by a health care provider or by a provider of health care services on referral by a health care provider). Absence due to an employee's use of the substance, rather than for treatment, does not qualify for FMLA Leave.

**MEDICAL CERTIFICATION FROM HEALTH CARE PROVIDER  
BOARD REQUESTED THIRD OPINION (OPTIONAL) - FMLA LEAVE\***

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

Reason for Employee Requesting FMLA Leave (circle one):

1. To care for an immediate family member (son, daughter, spouse, or parent) with a serious health condition; or
2. The Employee's own serious health condition prevents him/her from performing the functions of his/her job (i.e. the health care provider determines that the Employee is unable to work at all or is unable to perform any of the essential functions of the Employee's position within the meaning of the Americans with Disabilities Act).

If reason #1 has been circled above, indicate the name and relationship of the immediate family member (patient):

\_\_\_\_\_

Health Care Provider Consulted (per agreement between Employee and Board): \_\_\_\_\_

Medical Practice (Field of Specialization, if any): \_\_\_\_\_

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

Approximate date on which the serious health condition commenced: \_\_\_\_\_

Probable duration of the condition/incapacity: \_\_\_\_\_

The attached sheet describes what is meant by a "serious health condition." Does the patient's condition (for which the employee is taking FMLA leave) qualify under any of the categories described? If so, please check the applicable category.

(1)\_\_\_\_ (2)\_\_\_\_ (3)\_\_\_\_ (4)\_\_\_\_ (5)\_\_\_\_ (6)\_\_\_\_, or None of the above \_\_\_\_

Describe the medical facts, which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

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

Will it be necessary for the employee to work intermittently or on a reduced leave schedule as a result of the condition (including, as a result of treatment): **YES NO**

If yes, give the probable duration:

\_\_\_\_\_

If the condition is a chronic condition or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:

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

If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments:

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

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

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If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments:

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---

If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

---

---

If the Employee is taking FMLA leave for reason #2 (including absences due to pregnancy or a chronic condition):

- A. Is the employee unable to perform work of any kind?      **YES**      **NO**
- B. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the Employee or the Board will provide you with information about the essential job functions)?      **YES**      **NO**  
If yes, please list the essential functions the Employee is unable to perform:

---

---

- C. If neither A. nor B. applies, is it necessary for the employee to be absent from work for treatment?      **YES**      **NO**

If the Employee takes FMLA leave for reason #1:

- A. Does the patient require assistance for basic medical or personal needs or safety, or for transportation?      **YES**      **NO**
- B. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?      **YES**      **NO**
- C. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

---

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\_\_\_\_\_  
Health Care Provider's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

**MEDICAL RELEASE:**

I authorize the above health care provider to complete the above Medical Certification form and to release it to the Westlake City School District Board of Education.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Date

**MEDICAL RECERTIFICATION FROM HEALTH CARE PROVIDER - FMLA LEAVE**

(To be submitted within 15 days of Board requesting it)

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

Reason for Employee requesting FMLA leave (circle one):

1. To care for an immediate family member (son, daughter, spouse, or parent) with a serious health condition;  
or
2. The Employee's own serious health condition prevents him/her from performing the functions of his/her job (i.e. the health care provider determines that the Employee is unable to work at all or is unable to perform any of the essential functions of the Employee's position within the meaning of the Americans with Disabilities Act).

If reason #1 has been circled above, indicate the name and relationship of the immediate family member (patient):

\_\_\_\_\_

Name of Treating Health Care Provider: \_\_\_\_\_

Medical Practice (Field of Specialization, if any): \_\_\_\_\_

Date FMLA leave commenced: \_\_\_\_\_

Date of most recent medical certification: \_\_\_\_\_

Changes in probable duration of the condition: \_\_\_\_\_

Changes from the most recent medical certification (including changes in the health care provider's diagnosis and regimen of treatment prescribed):

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

\_\_\_\_\_  
Health Care Provider's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

**FITNESS-FOR-DUTY CERTIFICATION - FMLA LEAVE**  
(To be submitted prior to reinstatement)

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

Employee's serious health condition, which caused him/her to take FMLA leave:  
\_\_\_\_\_  
\_\_\_\_\_

Date FMLA Leave commenced: \_\_\_\_\_

Date FMLA Leave is set to end: \_\_\_\_\_

Name of Treating Health Care Provider: \_\_\_\_\_

Medical Practice (Field of Specialization, if any): \_\_\_\_\_

**THE EMPLOYEE IS ABLE TO PERFORM THE ESSENTIAL FUNCTIONS OF HIS/HER JOB, WITH OR WITHOUT A REASONABLE ACCOMMODATION: YES NO**

Any restrictions or accommodations necessary to allow the Employee to return to work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Health Care Provider's Signature

\_\_\_\_\_  
Date

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

1. **Hospital Care:** Inpatient care (i.e. An overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with or consequent to such inpatient care.
2. **Absence Plus Treatment:** A period of incapacity (i.e. inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from) of **more than three (3) consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
  - a. **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider (treatment includes examinations to determine if a serious health condition exists and evaluations of the condition, but it does not include routine physical examinations, eye examinations, or dental examinations); or
  - b. **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment** under the supervision of the health care provider (e.g., a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
3. **Pregnancy:** Any period of incapacity due to pregnancy or for prenatal care.
4. **Chronic Conditions Requiring Treatment:** Any period of incapacity or treatment for such incapacity due to a chronic health condition (e.g., asthma, diabetes, epilepsy, etc.). A chronic condition is defined as one which:
  - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c. May cause episodic rather than a continuing period of incapacity.
5. **Permanent/Long-Term Conditions Requiring Supervision:** A period of incapacity, which is **permanent or long-term** due to a condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke or the terminal stages of a disease). The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider.**
6. **Multiple Treatments (Non-Chronic Conditions):** Any period of absence to receive **multiple treatments** (including any period of recovery there from) by a health care provider or by a provider of health care services under the orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Conditions for which cosmetic treatment are administered (e.g., acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet the definition of a serious health condition and do not qualify for FMLA Leave.

Restorative dental or plastic surgery after an injury or removal of cancerous growths is serious health conditions provided all the other conditions of the above subparagraphs are met

Mental illness resulting from stress or allergies may be serious conditions, but only if all the conditions of the above subparagraphs are met.

Substance abuse may be a serious health condition if the conditions stated above are met (i.e. the treatment is by a health care provider or by a provider of health care services on referral by a health care provider). Absence due to an employee's use of the substance, rather than for treatment, does not qualify for FMLA Leave.

# WESTLAKE CITY SCHOOLS

## APPLICATION FOR SICK LEAVE

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

School Building Assigned \_\_\_\_\_

Sick leave will be used for one of the following:

- \_\_\_\_\_ 1. Personal illness
- \_\_\_\_\_ 2. Personal injury
- \_\_\_\_\_ 3. Illness or injury in immediate family: \_\_\_\_\_  

Name

\_\_\_\_\_

Relationship
- \_\_\_\_\_ 4. Death in the family: \_\_\_\_\_  

Name

\_\_\_\_\_

Relationship
- \_\_\_\_\_ 5. Other: \_\_\_\_\_

Dates Requested	Start Time	Stop Time	Total Days Used*

\*WTA: Sick leave can be taken in half-day (1/2) increments (Article XVI, Section B-2)

\*OAPSE: Sick leave can be taken in quarter-day (1/4) increments for full time staff (Article IX, Section 9.2)

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

*Falsification of a statement is grounds for suspension or termination of employment under Section 3319.08 and 3319.081 of the Ohio Revised Code.*

**WESTLAKE CITY SCHOOLS**  
**DONATION OF SICK LEAVE**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

School Building Assigned \_\_\_\_\_

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I, \_\_\_\_\_, authorize the donation of \_\_\_\_\_ days of  
(Name) (Number)

my accumulated sick leave (not to exceed 5-days) to \_\_\_\_\_.  
(Name)

I understand these days will be deducted from my accumulated sick leave and credited to the sick leave of the above named staff member.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

WESTLAKE CITY SCHOOLS

Ohio Association of Public School Employees  
Local 319

I, \_\_\_\_\_, acknowledge that a member  
(Print Name)

Of the OAPSE Local 319 union leadership team shall meet with me within thirty (30) working days of hire on unpaid time for fifteen (15) minutes, to have a Union Informational Meeting. I realize that this procedure is part of the employment process for the Westlake City Schools and that failure to meet with a Union Representative of Local 319 shall be considered a violation of my probation.

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

\_\_\_\_\_  
Date

**Spouse Eligibility Certification**  
(To be completed by the Employee – PLEASE PRINT)

EMPLOYEE INFORMATION		
FULL NAME	SCHOOL DISTRICT	SOCIAL SECURITY #
	Westlake City Schools	
SPOUSE INFORMATION		
FULL NAME	DATE OF BIRTH	SOCIAL SECURITY #

Spouse is:  Not Employed  Employed  
 Retired \_\_\_\_\_ (date)  Other \_\_\_\_\_

If NOT EMPLOYED, STOP, sign below and return form. Otherwise, complete and have your spouse's employer complete all applicable sections of this form.

Is group health insurance or prescriptions drug insurance available to your spouse through his/her employment (whether as a current employee or retiree)?

YES  NO

**Regardless of your answer, your spouse must have his/her employer complete the Employer Information on the other side of this page.**

The District requires that if your spouse is eligible to participate in group health insurance and/or prescription drug insurance, the spouse must enroll in such employer-sponsored group insurance coverage(s). Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

The District provides healthcare and prescription drug benefits and will rely upon the information contained in this Certification in making its determination regarding your spouse's eligibility to receive benefits from the Plan.

Please note that it is your responsibility to advise the District immediately (and not later than 30 days after any change in eligibility) if your spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer after the date you submit this Certification. Upon becoming eligible, your spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, and upon such enrollment by your spouse; the District will become the secondary payer of benefits.

If you submit false information in this Certification or fail to timely advise the District of a change in your spouse's eligibility for employer-sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the District providing benefits to which your spouse is not entitled, you will be personally liable to the District for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the District. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information in this Certification, you may be subject to disciplinary action by your school district, up to and including termination of employment.**

EMPLOYEE CERTIFICATION	
I HEREBY CERTIFY THAT THE ABOVE EMPLOYEE AND SPOUSE INFORMATION IS CORRECT, and understand that, to ensure benefits are coordinated properly between employers, the District will verify the accuracy of information by conducting audits, contact me, and contacting my spouse's employer.	
X EMPLOYEE'S SIGNATURE & DATE (Required)	AREA CODE / PHONE NO.

WESTLAKE CITY SCHOOLS  
**GRIEVANCE APPEAL FORM**  
**STEP 2**

Distribution of Appeal  
Superintendent/Designee  
Administrative Supervisor (3 copies)  
Grievant

Distribution of Appeal Reply  
Grievant/Union President  
Superintendent/Designee  
Administrative Supervisor

Name of Grievant \_\_\_\_\_

Assignment \_\_\_\_\_ Building \_\_\_\_\_

Administrative Supervisor \_\_\_\_\_ Date Filed \_\_\_\_\_

A. Date cause of grievance occurred \_\_\_\_\_

B. Statement of Grievance (set out precise nature of claim and specific section(s) of the contract allegedly violated)

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

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

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

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

C. Disposition by Administrative Supervisor \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Administrative Supervisor

\_\_\_\_\_  
Date

WESTLAKE CITY SCHOOLS  
**GRIEVANCE APPEAL FORM**  
**STEP 3**

Distribution of Appeal  
Superintendent/Designee  
Administrative Supervisor (3 copies)  
Grievant

Distribution of Appeal Reply  
Grievant/Union President  
Superintendent/Designee  
Administrative Supervisor

In regard to Grievance Appeal Form Step 2, submitted by:

Name of Grievant \_\_\_\_\_ on \_\_\_\_\_  
Date Form Step 2 Filed

A. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

B. Date received by Superintendent \_\_\_\_\_

C. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee \_\_\_\_\_ Date \_\_\_\_\_

# WESTLAKE CITY SCHOOLS

## Release of Medical Information to Westlake City Schools' Physician

\_\_\_\_\_  
Physician/Hospital/Health Care Provider

I, \_\_\_\_\_, request release of pertinent medical  
(Print Name)

information to the school physician of the Westlake City Schools. I understand that all or part of this information may be used by the medical review team in evaluating the medical status of the above-named person and after medical team evaluation may be shared with the Superintendent in order for the Superintendent to make appropriate educational decisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Relationship

WESTLAKE CITY SCHOOLS  
ATTACHMENT IV – Application for Use of Personal Business Leave

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

School Assigned \_\_\_\_\_

The undersigned hereby applies for personal business leave for the following reason:

- |                                                                                                                                |                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _____ To adopt a child                                                                                                         | _____ To observe religious holiday                                                                                                                                                                       |
| _____ To appear as a litigant or a subpoenaed witness in court                                                                 | _____ To attend graduation for self, spouse or child                                                                                                                                                     |
| _____ To sign business papers                                                                                                  | _____ An accident in family or involving family property                                                                                                                                                 |
| _____ To transport child to or from College (two days per School year)                                                         | _____ To attend marriage ceremony of son or daughter, brother or sister, mother or father, if a member of the wedding party of son or daughter-in-law, brother or sister-in-law, father or mother-in-law |
| _____ Funeral of relative or close friend (one day within state, two days out of state)                                        | _____ To attend to personal legal matters where Board is not a party.                                                                                                                                    |
| _____ Emergency transportation difficulties between home school                                                                |                                                                                                                                                                                                          |
| _____ To attend a son's/daughter's school related activities, up to and including two half-days per school year (one full day) |                                                                                                                                                                                                          |

I hereby apply for \_\_\_\_\_ day(s) of personal business leave beginning \_\_\_\_\_, \_\_\_\_\_, M., \_\_\_\_\_ 20 \_\_\_\_\_, and ending \_\_\_\_\_, \_\_\_\_\_, M., \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date