

West Ottawa Public Schools

Support

Staff

Agreement

September 19, 2011 – June 30, 2014

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MANAGEMENT RIGHTS

This district retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. Not by way of limitation, but by way of addition, the District reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the District shall nonetheless be limited, but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965, and applicable state or federal statutes. Rights reserved exclusively herein by the District which shall be exercised by the District without prior negotiations either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement limitations, include the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days. Permanent changes to assignments, shifts, hours of work and starting times and scheduling will be made in writing to the affected employee.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.
5. Adopt reasonable rules and regulations, so long as such rules and regulations are not inconsistent with the terms and conditions of this Agreement.
6. Determine the qualifications of employees, including physical conditions. This shall not serve to bypass recall rights.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to the District's public relations.
10. Determine the size of the management operation, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection and testing of new hires and on-the-job training of all employees providing such selection and training shall be based upon lawful criteria.

AGREEMENT CHANGES

Any changes within this agreement that will affect a majority of employees will be discussed in advance with the Support Staff Representatives.

Representatives of the administration will normally meet at least three (3) times each year with the Support Staff Representatives to discuss employee concerns. Meeting dates between the Support Staff Representatives and the District will be mutually agreed to in September.

DRUG-FREE WORK PLACE POLICY

Board Policy #4122.01, Drug-Free Workplace, makes it illegal for employees to be engaged in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on all premises on which school district programs are located or when any employee of the district is performing his or her responsibilities.

STUDENT DISCIPLINE POLICY

Board Policy #5600 concerns the issue of student discipline. Michigan school law forbids school employees to threaten to inflict, inflict or cause to be inflicted deliberate physical pain by any means to any students.

This law severely restricts any kind of physical force used with students. There, however, are some important exceptions. They are as follows:

An employee may use reasonable measures, including but not limited to, such reasonable physical force as may be necessary to: a) protect himself, herself, the pupil, or others from immediate physical injury; b) obtain possession of a weapon or other dangerous object upon or within the control of a student; and c) protect property from physical damage and as otherwise allowed by law.

TOBACCO-FREE SCHOOL POLICY

Board Policies #4215 and #7434 address the tobacco-free schools policy. In the interest of providing a safe and healthy environment for students, employees and visitors and in accordance with Michigan Clean Indoor Air Act, P.A. 198 of 1986, smoking and the use of tobacco is prohibited on/in all school district grounds, buildings, facilities and vehicles. Tobacco use is banned from public school grounds. All school property, including vehicles, is covered by this policy. This policy is in effect twenty-four hours a day, seven days a week.

REPORTING PROCESS OF HARASSMENT COMPLAINTS

Board Policies, #4362 addresses harassment complaints and the report process. West Ottawa Public Schools maintains a firm policy prohibiting all forms of discrimination and unlawful harassment. All persons are to be treated with respect and dignity. Harassment by any person—male or female—which creates an intimidating, hostile or offensive environment, will not be tolerated under any circumstances. Any student, employee, volunteer, contractor, or board member who believes she/he has been subjected to harassment shall report it to the building principal, department supervisor, or Superintendent's designee. The Board's nondiscrimination policy and report form are available to employees upon request.

WORKER'S COMPENSATION PROCEDURES

All work-related injuries must be reported to the employee's supervisor. The supervisor will fill out an accident report and forward the accident report to the Administration Building. In the event of an accident requiring medical attention, contact the Human Resource Office. The Human Resource Office will notify the district's doctor, the Holland Medi-Center, of the employee's pending arrival. Going to a doctor other than the district's doctor, Holland Medi-Center, may result in a loss of coverage. Holland Medi-Center will not treat work-related injuries unless notified by the Human Resource office. If an employee's injury occurs during a time when the

Human Resource Office is closed, call Holland Medi-Center and they will contact the appropriate district representative.

An employee must be off work for seven (7) days due to a work-related injury before Worker's Compensation payments begin. An employee off work for more than fourteen (14) days will receive compensation from the first day of the accident or injury. An employee off work for more than seven (7) days but less than fourteen (14) days will be paid from the eighth (8th) day through the last day off.

Sick hours may be used during the seven (7) day waiting period, but using sick hours is not required.

DEFINITIONS

1. Classification, Hours, and Period of Employment

All hourly employees of the West Ottawa District will be classified in one of the following categories. The category is determined by the scheduled hours and period of employment.

Full-time, Full Year

- 2080 hours scheduled; 5 days per week; 12 months per year.
- The period of employment is July 1 to June 30 of each year.

Part-time, Full Year

- Less than 2080 hours scheduled; 5 days per week; 12 months per year.
- The period of employment is July 1 to June 30 of each year.

Full-time, School Year

- Six (6) or more hours a day; 5 days per week; school year.
- The period of employment is between August 1 and June 30. Some persons in this category may be required to work additional days by their immediate supervisor.

Part-time, School Year

- Less than Six (6) hours per day; school year.
- The period of employment is between August 1 and June 30. Some employees in this category may be required to work additional days by their immediate supervisor.

Summer

- Up to eight (8) hours per day; summer months only.
- In some cases full-time, school year, part-time, school year or part-time, full year employees have requested additional work throughout the summer. This may or may not involve a change in jobs, hours, or rate. Employees who have elected to work throughout the summer, where work is available, are still considered school year or part-time employees since the position for which they were hired and which is their regular job is a school year position. Summer employment is extra, short-term employment and is not to be considered as an extension of their regular job.

Substitutes or Temporary

- On call or short-term employment.
- Substitutes are called in at the request of administrative staff or immediate supervisor to fill a position that is normally filled, but is vacant due to illness or other causes at any time of the year (usually during school). Temporary employees are called in at the request of administrative staff to complete an assignment or assist a current

employee on a temporary basis. This can take place at any time of the year as it becomes necessary.

- 1) Temporary Substitutes will be paid the Step 0 rate of the grade of the person for whom they are subbing.
 - a. Employees who are asked to substitute for other employees in a different grade will be paid as follows:
 1. In situations where the pay is higher than the employee is getting, the employee will receive Step 0 of that grade.
 2. In situations where the employee's pay is higher than the grade of the person for whom they are substituting, the employee will be paid at his/her own rate.
 - b. If a regularly scheduled budgeted employee takes temporary employment elsewhere in the district, the employee is required to find a replacement for the regular job before the temporary job is accepted.
- 2) Maintenance Department – temporary substitute Custodians are all hired at Grade III, Step 0 rate at all times. Temporary skilled mechanical maintenance substitutes are all hired at Grade VI, Step 0 at all times. A custodian asked to substitute for another custodian will be paid at his/her own rate unless the person for whom he/she is substituting is at a higher grade. The substitute will then be paid Step 0 of that higher grade.
- 3) Sub Caller - Educational Assistants/Clerks who are in need of a substitute, must report their absence through the use of the AESOP system by 6:00 a.m. of the day of the absence.

2. **Work Days**

Work days will normally be defined as days other than weekends and holidays.

PROCEDURES FOR JOB/GRADE CLASSIFICATION CHANGE

The following procedure describes the process for Support Staff job/grade reclassification:

1. Either a support staff employee or an administrator may initiate the request for change.

If a support staff employee initiates the request for job/grade reclassification, written justification for the change must be submitted to the employee's supervisor. The written justification must include both the current job description and the proposed job description and the employees affected by the proposed change.

If an administrator is requesting the job/grade reclassification change on behalf of a support staff employee(s), written justification for the change must be submitted to the appropriate Assistant Superintendent or Superintendent. The written justification must include both the current job description and the proposed job description and the employees affected by the proposed change.

2. The request for job/grade reclassification will be reviewed by Cabinet. Approval or denial of job/grade reclassification is a Cabinet level decision. The decision of Cabinet is not grievable.
3. Notification of any decisions regarding job/grade reclassifications will be communicated back to the support staff employee(s) by his/her supervisor.
4. If it is approved, the new position will be posted.

BENEFITS

The following benefits are currently available to all or certain categories of hourly employees:

MSPERS Retirement

West Ottawa Public Schools will pay the current mandated rate established by the Michigan Public School Employees Retirement System (MPSERS). The District's sole obligation is to make payments to MPSERS on behalf of its employees. Employees should consult MPSERS directly for details on the state retirement system.

Employees may purchase additional service credit per the guidelines established by MPSERS.

Health Benefits; General Provisions

- A. The District may make certain health benefits available to eligible employees. The District, in its sole discretion, will determine the identity of the insurance carrier(s) or third party administrator(s) who will provide the health benefits. Except as otherwise specified in sections of this Agreement applicable to Full-time/Full Year, Part-time/Full Year, Full-time/School Year, or Part-time/School Year Employees, the District also has the sole discretion to determine the specific terms of coverage and the benefit options made available to eligible employees.
- B. Newly hired full time/full-year employees shall be eligible for District-provided health benefits on the first day of the month after the employee completes 30 days of employment with the District. Eligible employees who wish to enroll in health benefits must complete written enrollment materials and satisfy any applicable "actively at work" requirements before coverage will become effective.
- C. Employees who are eligible for health benefits may also be eligible to purchase additional benefits at the employee's expense.
- D. An open enrollment period shall be provided annually during the month of November. Employees may change their health benefit elections during the open enrollment period.
- E. Employees may change their health benefit elections outside of the open enrollment period if they experience an eligible change in status, provided they make the change request to the Human Resources Department within 30 days of the change.
- F. Health benefits shall terminate on the first day of the month following an employee's resignation or termination of employment.
- G. If an employee or a covered spouse/dependent child loses health coverage as the result of a qualifying event under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the district shall offer the individual the opportunity to continue health coverage for the time period prescribed under COBRA.
- H. It shall be the responsibility of each employee to inform the Human Resources Department if a spouse or dependent loses eligibility as the result of a divorce or loss of eligible dependent status, as provided under COBRA. Failure to timely notify the District's Human Resources Department of a loss of eligibility releases the District from any responsibility to provide continuing health coverage under the current *Support Staff Agreement*.
- I. Individuals who elect to continue coverage under COBRA are required to pay 100% of the cost of coverage.

- J. The District is obligated to remit premium payments to any insurance carrier it selects.
- K. This Agreement contains only a general description of benefits. All health benefits are subject to the terms and conditions specified in the applicable plan documents or insurance policies/certificates. These documents are available to employees upon request.

Full-time / Full Year Employees

Medical Insurance, Dental Coverage, Vision Coverage

January 1, 2012 – June 30, 2012

The District shall offer a Health Savings Account (H.S.A) with a \$2000/\$4,000 deductible. Beginning January 1, 2012, to June 30, 2012, the employee shall pay 10% of the cost of the premium. The district shall deposit the deductible amount into the Health Savings Account for the employee for the 2012 deductible (calendar) year.

The District shall offer self-funded dental coverage. Beginning January 1, 2012, to June 30, 2012, the employee shall pay 10% of the cost of dental coverage.

The District shall offer self-funded vision coverage. Beginning January 1, 2012, to June 30, 2012, the employee shall pay 10% of the cost of vision coverage.

July 1, 2012 – June 30, 2013

Beginning July 1, 2012, to June 30, 2013, the employee shall pay the lesser of 18% of the total cost of medical, dental, and vision coverage, or the difference between the total cost for the coverage tier in which the employee is enrolled and the applicable dollar cap for that coverage tier under Michigan law. The district shall deposit \$1,750/\$3,000 into the Health Savings Account for the employee for the 2013 deductible (calendar) year.

July 1, 2013 – June 30, 2014

Beginning July 1, 2013, to June 30, 2014, the employee shall pay the lesser of 20% of the total cost of medical, dental, and vision coverage, or the difference between the total cost for the coverage tier in which the employee is enrolled and the applicable dollar cap for that coverage tier under Michigan law. The district shall deposit \$1,250/\$2,500 into the Health Savings Account for the employee for the 2014 deductible (calendar) year.

The medical coverage shall be as follows:

	July 1, 2011 - December 31, 2011	January 1, 2012 - June 30, 2014
For employees hired before July 1, 2006 in all Grade Classifications and employees hired after July 1, 2006 in Grade Classifications VI, VII, VIII, IX, X and contract.		
Employee Only Employee & 1 Dependent Full Family	A plan with \$10/20 or \$10/40 Rx Copay and prior year % Co-pays.	The district will select and provide a Health Savings Account with a \$2,000(single)/\$4,000(2-person or family) deductible.
For employees hired on or after July 1, 2006 in Grade Classifications I, II, III, IV, V		
Employee Only	A plan with \$10/20 or \$10/40 Rx Copay and prior year % Co-pays.	The district will select and provide a Health Savings Account with a \$2,000(single)/\$4,000(2-person or family) deductible.

An employee may pay the employee portion the cost of medical insurance on a pre-tax basis under District's Section 125 cafeteria plan.

An employee may elect to waive medical coverage and instead receive cash-in-lieu in the amount of \$2,500 per fiscal year. This election must be made by the employee in writing during the open enrollment period. In the case of employees hired after open enrollment, the employee election must be made within ten (10) calendar days of the beginning of employment. If an employee hired after the open enrollment period elects to receive cash-in-lieu of medical coverage, the employee shall receive a pro-rated share of the \$2,500 annual amount offered.

Part-time / Full Year Employees

Medical Insurance

No medical coverage shall be offered to part-time/full year employees hired on or after January 1, 2012.

The District shall offer a Health Savings Account to part-time/full year employees hired before January 1, 2012. Beginning January 1, 2012, to June 30, 2012, the District shall contribute 80% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 1182 to 2079 hours per year in a single budget classification and 50% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 985 to 1181 hours per year in a single budget classification. The district shall deposit the \$2000 deductible amount into the Health Savings Account for the employee for the 2012 deductible (calendar) year.

Beginning July 1, 2012, to June 30, 2013, the District shall contribute 75% of the single subscriber premium on behalf of each employee scheduled to work 1182 to 2079 hours per year in a single budget classification, and 50% of the single subscriber premium on behalf of each eligible employee who is scheduled to work 985 to 1181 hours per year in a single budget classification. The district shall deposit \$1,750 into the Health Savings Account for the employee for the 2013 deductible (calendar) year.

Beginning July 1, 2013, to June 30, 2014, the District shall contribute 75% of the single subscriber premium on behalf of each employee scheduled to work 1182 to 2079 hours per year in a single budget classification, and 50% of the single subscriber premium on behalf of each eligible employee who is scheduled to work 985 to 1181 hours per year in a single budget classification. The district shall deposit \$1,250 into the Health Savings Account for the employee for the 2014 deductible (calendar) year.

The medical coverage shall be as follows:

	July 1, 2011 - December 31, 2011	January 1, 2012 - June 30, 2014
Employee Only	A single subscriber plan with \$10/20 or \$10/40Rx Copay and paid at 85% or 50% as described above.	The district will select and provide a Health Savings Account with a \$2,000 deductible.

An employee may elect to pay the employee portion of the cost of medical insurance on a pre-tax basis under the District's Section 125 cafeteria plan.

Dental Coverage

No dental coverage shall be offered.

Vision Coverage

No vision coverage shall be offered.

Full-time / School Year Employees

Medical Insurance

No medical coverage shall be offered to full-time/school year employees hired on or after January 1, 2012.

The District shall offer a Health Savings Account to full-time/school year employees hired before January 1, 2012. Beginning January 1, 2012, to June 30, 2012, the District shall contribute 80% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 1182 to 2079 hours per year in a single budget classification and 50% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 985 to 1181 hours per year in a single budget classification. The district shall deposit the \$2,000 deductible amount into the Health Savings Account for the employee for the 2012 deductible (calendar) year.

Beginning July 1, 2012, to June 30, 2013, the District shall contribute 75% of the single subscriber premium on behalf of each enrolled employee scheduled to work 1182 to 2079 hours per year in a single budget classification, and 50% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 985 to 1181 hours per year in a single budget classification. The district shall deposit \$1,750 into the Health Savings Account for the employee for the 2013 deductible (calendar) year.

Beginning July 1, 2013, to June 30, 2014, the District shall contribute 75% of the single subscriber premium on behalf of each enrolled employee scheduled to work 1182 to 2079 hours per year in a single budget classification, and 50% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 985 to 1181 hours per year in a single budget classification. The district shall deposit \$1,250 into the Health Savings Account for the employee for the 2014 deductible (calendar) year.

The medical coverage shall be as follows:

	July 1, 2011 - December 31, 2011	January 1, 2012 - June 30, 2014
Employee Only	A single subscriber plan with \$10/20 or \$10/40Rx Copay and paid at 85% or 50% as described above.	The district will select and provide a Health Savings Account with a \$2,000 deductible.

An employee may elect to pay the employee portion of the cost of medical insurance on a pre-tax basis under the District's Section 125 cafeteria plan.

Dental Coverage

No dental coverage shall be offered.

Vision Coverage

No vision coverage shall be offered.

Part-time / School Year Employees

Medical Insurance

No medical coverage shall be offered to part-time/school year employees hired on or after January 1, 2012.

The District shall offer a Health Savings Account to part-time/school year employees hired before January 1, 2012. Beginning January 1, 2012, to June 30, 2012, the District shall pay 80% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 1182 to 2079 hours per year in a single budget classification and 50% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 985 to 1181 hours per year in a single budget classification. The district shall deposit the \$2,000 deductible amount into the Health Savings Account for the employee for the 2012 deductible (calendar) year.

Beginning July 1, 2012, to June 30, 2013, the District shall pay 75% of the single subscriber premium on behalf of each enrolled employee scheduled to work 1182 to 2079 hours per year in a single budget classification, and 50% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 985 to 1181 hours per year in a single budget classification. The district shall deposit \$1,750 into the Health Savings Account for the employee for the 2013 deductible (calendar) year.

Beginning July 1, 2013, to June 30, 2014, the District shall pay 75% of the single subscriber premium on behalf of each enrolled employee scheduled to work 1182 to 2079 hours per year in a single budget classification, and 50% of the single subscriber premium on behalf of each enrolled employee who is scheduled to work 985 to 1181 hours per year in a single budget classification. The district shall deposit \$1,250 into the Health Savings Account for the employee for the 2014 deductible (calendar) year.

The medical coverage shall be as follows:

	July 1, 2011 - December 31, 2011	January 1, 2012 - June 30, 2014
Employee Only	A single subscriber plan with \$10/20 or \$10/40 Rx Copay and paid at 85% or 50% as described above.	The district will select and provide a Health Savings Account with a \$2,000 deductible.

An employee may pay the employee portion of the cost of medical insurance on a pre-tax basis under the District's Section 125 cafeteria plan.

Dental Coverage

No dental coverage shall be offered.

Vision Coverage

No vision coverage shall be offered.

Summer Employees

Medical Insurance

No medical coverage shall be offered.

Dental Coverage

No dental coverage shall be offered.

Vision Coverage

No vision coverage shall be offered.

Substitutes or Temporary Employees

Medical Insurance

No medical coverage shall be offered.

Dental Coverage

No coverage shall be offered.

Vision Coverage

No vision coverage shall be offered

MEDICAL AND DEPENDENT CARE REIMBURSEMENT PROGRAM – FLEXSYSTEM (TASC)

A Flexible Spending Account Plan is available for employees. Best Flex is a program established by West Ottawa and allowed under Section 125 of the Internal Revenue Code which allows participants the opportunity to pay for certain medical and/or dependent care expenses with pre-tax rather than after-tax dollars.

Employees must complete forms and return them to the Human Resources office before the last day of September. The Best Flex fiscal year will be from September 1 through August 31. Forms and information may be obtained from the Human Resources Office.

LEAVES

1. Sick Leave Pay

Sick leave is prorated as it is earned and is credited on the first payroll of each month. Sick leave is credited based on the hours per day budgeted in the employee's personnel record at the time of posting. Changes to the hours per day budgeted in the employee's personnel record must be made via a change-in-status form. Employees who work four (4) days a week – sick days will accumulate at 80% of their daily budgeted hours.

Sick leave may be taken in ¼ hour increments with the approval of the supervisor.

Sick leave during the first year of employment shall be limited to 1 times the daily budgeted hours per month.

For all sick leave days in excess of three (3) within a given month, the employee may be required to provide a physician's certificate verifying physical illness or disability which prevents the employee from fulfilling his or her job responsibilities.

Sick leave pay is available according to categories as follows:

- **Full-time / Full Year**
8 hours per month worked, accumulative to 840 hours.
- **Part-time / Full Year**
10 times daily budgeted hours, cumulative to 105 times daily budgeted hours.
- **Full-time / School Year**
10 times daily budgeted hours, cumulative to 105 times daily budgeted hours. Building secretaries will receive 11 times daily budgeted hours. Cumulative to 105 daily budgeted hours.
- **Part-time / School Year**
10 times daily budgeted hours, cumulative to 105 times daily budgeted hours.

- **Summer**
One times your daily budgeted hours per month worked. No accumulation.
- **Substitutes**
No sick leave granted.
- **Temporary**
 - ✓ During the first year in a posted temporary position, no compensated leave is granted.
 - ✓ During the second year in a posted temporary position, 5 times the temporary daily budgeted hours will be available. No accumulation beyond the posted end date of the temporary job.
 - ✓ During the third and subsequent year in a posted temporary position, sick leave will be 10 times the daily budgeted hours, cumulative to 105 times daily budgeted hours.

Employees having a balance greater than 100 times their daily budgeted hours on June 30 shall receive compensation equal to one budgeted work day after July 1 of the following fiscal year. Employees having a balance greater than 100 times their daily budgeted hours on June 30 for two or more consecutive years shall receive compensation equal to two budgeted work days after July 1 of the following fiscal year.

Employees shall be allowed to use up to 3 times their daily budgeted hours per year sick leave for absence occasioned by the critical illness, injury or disability of a member of the employee's immediate family, or the immediate family of the employee's spouse, or a relative living in the same household as the employee. Example: an employee budgeted to work 8 hour days would be allowed to use up to 24 hours in the above-mentioned cases. Immediate family as used herein shall include only spouse, parent, grandparent, child, brother and sister, those who stood *in loco parentis*, and others as approved by the administration. A request for excused absence form (available at each school office) which has been properly approved by your principal or supervisor is to accompany your time sheet or card covering the pay period in which you were absent.

An additional 12 days are allowed with a doctor's note for each occurrence for a total of 15 days. The employee must have earned sick hours in order to use them. The above reference to days is deducted as hours and calculated as budgeted hours per day times days absent.

2. **Bereavement Leave**

All bereavement leave shall be deducted from the number of "sick leave days" accumulated by the employee except in the cases when the death involves a member of the employee's immediate family, or the immediate family of the employee's spouse, or the death of a relative living in the same household as the employee. Immediate family as used herein shall include only spouse, parent, grandparent, child, brother and sister, those who stood *in loco parentis*, and others as approved by the administration. Bereavement days may be taken in hours in ¼ hour increments with the approval of the supervisor.

In the event of an employee's absence because of the death of an immediate family member or an immediate family member of an employee's spouse, a leave of absence may be granted for a period of time which is of duration appropriate to the circumstances presented, up to a maximum of three (3) work-days, and the employee shall be paid for such period of leave. This three (3) work-day limit may, upon request for cause acceptable to the District, be extended for two (2) additional work-days, for a total maximum of five (5) work-days. If additional time beyond 3 days is requested and granted, the additional time will be deducted from an employee's sick leave hours.

In the event of an employee's absence because of attending a funeral, use of sick leave may be granted for a period of time which is appropriate to the circumstances presented.

The District, at its discretion, may require verification of the death, relationship, and actual attendance of the funeral following the leave and may withhold payment if the employee(s) did not make immediate request for leave, prior to taking the time off, so that his/her work could be covered in his/her absence.

A "Request For Excused Absences" form is to accompany the time sheet or card covering the pay period in which the employee is absent. These are available in each school office.

3. **Personal Leave Day**

Two (2) budgeted work-days (in hours) per year, non-accumulative. (For employees in the 2nd year of a posted temporary position, one times the daily budget hours for the temporary position will be granted.) An employee planning to use a personal leave day shall request permission from his/her supervisor as early as possible. A personal leave day will not normally be granted for; the day preceding, or the day following holidays or vacation, the first day of school, and after May 1 to the end of the school year unless approved by their immediate supervisor. (Personal leave is not deducted from sick leave accumulation.) A "Request For Excused Absence" form is available in each building office. Personal leave days may be taken in ¼ hour increments with the approval of the supervisor. Unused personal days will rollover to sick days at the end of the fiscal year (not to exceed 105 cap). Employees who work four (4) days a week will accumulate personal days at 80% of the daily budgeted hours.

4. **Jury Duty Pay**

Employees shall notify the payroll office when called for jury duty. While serving on jury duty, an employee should turn in a time sheet or card noting the days on jury duty. The employee shall reimburse the District for the total amount of the daily jury duty fee paid by the courts not including travel allowances or reimbursements for expenses.

5. **Leave of Absence without Pay**

• **More than 5 days**

- ✓ An employee may be granted a leave of absence from his or her position for a period not to exceed the scheduled work hours for a given fiscal year. Upon return, the employee is not guaranteed the same position or rate of pay/benefit.
- ✓ Unpaid leave of absence of more than 5 days will be reviewed by the employee's immediate supervisor and will be approved or denied by the Assistant Superintendent for Human Resources or designee. Requests must be made by using the "Request For Excused Absence" form with a complete written explanation of the reason for the request. The form must be submitted at least five (5) working days prior to the date requested. Urgent requests should be hand delivered to the Office of Human Resources.
- ✓ Unpaid leaves are to be used primarily for matters which cannot be taken care of within the present leave program. Unique requests may be approved in rare and unusual circumstances which cannot be accomplished at any other time.
- ✓ If a leave request is denied and employee does not report to work the employee is subject to disciplinary procedures up to and including termination.

- **5 Days or Less**

- ✓ Upon review of the employee’s record for absenteeism, length of service, and reason for the request, five (5) days of unpaid leave may be granted with satisfactory work record for more than two years. Unpaid leave days will not typically be approved for extension of a holiday.
- ✓ Each administrator/director will determine the maximum number of people allowed to be off work on any given day. Unpaid leaves of absence of 5 days or less will be reviewed by the employee’s immediate supervisor and may be approved or denied by the employee’s immediate supervisor or the Assistant Superintendent for Human Resources or designee. No time off will be granted the first or last week of school or if there is a foreseen situation causing undo hardship on the department or school.
- ✓ Vacation and insurance benefits will be pro-rated for employees with less than ten years of service to the District during the extended use of unpaid leaves. Employees with more than ten years of service will be granted up to five unpaid leave days per year without pro-ration of benefits.

6. **Family and Medical Leave Act (FMLA)**

See Appendix A for information regarding FMLA.

HOLIDAY PAY

- All hourly employees will be paid for those holidays which fall within their period of employment providing they work the scheduled work day before and the scheduled work day after the holiday.
- Days set for Christmas holidays and New Year’s holidays are as follows:

Christmas Holiday 2011-2012	Dec. 23 & 26 (Fri. & Mon.)
New Year’s Holiday 2011-2012	Dec. 30 & Jan. 2 (Fri. & Mon.)
Christmas Holiday 2012-2013	Dec. 24 & 25 (Mon. & Tues.)
New Year’s Holiday 2012-2013	Dec. 31 & Jan. 1 (Mon. & Tues.)

Eligible holidays are as follows:

Full-time / Full Year

- July 4
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day before or after Christmas (set annually)
- New Year’s Day
- Day before or after New Year’s Day (set annually)
- Memorial Day

Part-time / Full Year

- July 4
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day before or after Christmas (set annually)
- New Year’s Day

Day before or after New Year's Day (set annually)
Memorial Day

Full-time / School Year

Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before or after Christmas (set annually)
New Year's Day
Day before or after New Year's Day (set annually)
Memorial Day

Part-time / School Year

Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before or after Christmas (set annually)
New Year's Day
Day before or after New Year's Day (set annually)
Memorial Day

Summer

Paid holiday is July 4th. (Those working into September would have Labor Day as a paid holiday.)

Substitutes or Temporary

Do not receive holiday pay.

SCHOOL CLOSED – INCLEMENT WEATHER

Full-time/full year

Are required to work unless earned vacation time or an unpaid leave day is taken. Employees with 25 or more sick "days" accrued may take a sick day for the first two days schools is closed due to inclement weather.

Part-time/full year

Are required to work unless earned vacation time or an unpaid leave day is taken. Employees with 25 or more sick "days" accrued may take a sick day for the first two days schools is closed due to inclement weather.

Full-time/school year

Are not to report to work unless told to report by the supervisor. If the employee is told not to report to work by the supervisor, the time is unpaid.

Employees with 25 or more sick "days" accrued may take a sick day for the first two days school is closed due to inclement weather.

Part-time/school year

Are not to report to work unless told to report by the supervisor. If the employee is told not to report to work by the supervisor, the time is unpaid.

Employees with 25 or more sick "days" accrued may take a sick day for the first two days school is closed due to inclement weather.

Summer

Are not to report to work unless told to report by the supervisor. If the employee is told not to report to work by the supervisor, the time is unpaid.

Substitutes or Temporary

Are not to report to work unless told to report by the supervisor. If the employee is told not to report to work by the supervisor, the time is unpaid.

SCHOOL DELAYED – INCLEMENT WEATHER OR PRESCHEDULED PROFESSIONAL DEVELOPMENT DAYS

Support staff employees will report to work at the delayed schedule start time unless told to report earlier by the supervisor.

VACATIONS

- Employees must use vacation earned in the July – June fiscal year by December 31 of the following year. Vacation requests must be approved by the supervisor. Upon written request by the employee and approval by the supervisor, an employee may carry over vacation hours until the Monday after Spring Break of the fiscal year.
- Employees hired during the period July 1 through December 31 will advance to the next vacation year on the following July 1.
- Vacation time per category is as follows:

Full-time/full year and Part-time/full year

First year vacation time is prorated according to when the employee is hired, from the date of hire through June 30. Full year allocation is at the rate of 5 times the daily budgeted hours for that position.		
Second through fifth year	-	10 times the daily budgeted hours
Sixth year	-	11 times the daily budgeted hours
Seventh year	-	12 times the daily budgeted hours
Eighth year	-	13 times the daily budgeted hours
Ninth year	-	14 times the daily budgeted hours
Tenth year	-	15 times the daily budgeted hours
Eleventh year	-	16 times the daily budgeted hours
Twelfth year	-	17 times the daily budgeted hours
Thirteenth year	-	18 times the daily budgeted hours
Fourteenth year	-	19 times the daily budgeted hours
Fifteenth year and subsequent years	-	20 times the daily budgeted hours

Full-time/school year and Part-time/school year

- Five (5) budgeted-hour days for employees with less than 5 years seniority or seven (7) budgeted-hour days for employees with more than 5 years of seniority being paid during the period in the spring that school is not in session and 2 days during Christmas break.
- Prorated for employees working less than a full school year.
- An employee who does not complete the period from spring break to the end of the school year will have deductions made on the final paycheck for any overpayment.

Summer and Substitutes or Temporary

- No vacation

Vacation Time for Transfers – School year to Full year

- Employees transferring to a position with more hours per day will retain vacation hours earned.
- The amount of vacation time (the number of years awarded for the new position) will be determined as follows: Add the total hours worked in the district from the date of hire, divide by 2080 to determine the number of years. (Partial years earned will be determined by rounding up .5-.99 and rounding down .01-.49.)

UNEXECUSED ABSENCE

An unexcused absence is any time off the job without approval granted through the *Request for Excused Absence* form. An unexcused absence shall result in disciplinary action up to and including dismissal.

TERMINATION OF EMPLOYMENT

An employee must notify his/her supervisor at least two 2 weeks in advance of the desired date to terminate with the West Ottawa Schools and fill out the exit interview form to avoid forfeiture of any unused vacation time. When the District terminates the employment, the employee will be given all due vacation.

POSTING AND JOB TRANSFER

1. Whenever a permanent vacancy or newly-created position occurs within the school system, the Assistant Superintendent of Human Resources will post such a position for a period of five (5) working days before permanently filling it. Any interested employee must apply using the online application system, currently Applitrack. Such position shall be filled by the Assistant Superintendent of Human Resources on the basis of qualification for the job and other relevant criteria, including the desires of any administrator affected by the transfer. The position is considered filled when the candidate accepts the position and a tentative start date has been determined. If the position is not filled in 6 months, the job must be reposted before filling.
2. Vacancies which occur during the summer will be posted in the buildings that are open including the Administration Building.
3. Employees of West Ottawa who have requested a transfer and who have applied shall be notified in writing by the supervisor of the results within five (5) working days after the position is filled.
4. Job transfers will be made to a higher grade at the rate nearest to, but higher than the current rate. Employees transferred during the July 1 and December 31 period will advance to the next step on the following July 1. Employees transferred during January 1 and June 30 period will stay at the original step for an additional year. Employees transferring to a lower grade will be handled on an individual basis at a rate not to exceed the present rate.
5. Advance placement may be allowed for the most recent years of direct job-related experience up to the final top step of each grade.
6. Employees interested in temporary positions will notify the Office of Human Resources in writing. The application-of-interest will be kept on file for one year from the time of receipt.

SENIORITY, LAYOFF, RECALL, and JOB RESTRUCTURE

SENIORITY

- Seniority, for purposes under this Agreement, shall be defined as the length of unbroken service since the first workday from the last date of hire or transfer into a support staff position.
- All support staff seniority shall be lost by an employee upon resignation, retirement, transfer out as a support staff member to a bargaining unit position, and/or discharge for cause. Neither layoff nor the taking of a leave as provided under this Agreement shall constitute as a break in service. Seniority shall continue to accumulate during a leave as provided under this Agreement. During a period of layoff, seniority shall continue to accumulate up to the total amount of time that the employee was employed by the District at the time of the layoff, and then shall be frozen. [Example: A support staff employee who is laid off at the end of the third year of employment shall continue to accumulate seniority while on layoff for up to three years, and will then be frozen at six years.]
- An employee who terminates employment with the District and is later rehired or transfers back into a support staff position, shall begin as a new hire from the most recent date of hire and shall not retain any seniority from previous District employment.
- Seniority becomes the determining factor when two or more equally qualified employees are seeking the same position.
- If two or more persons have equal seniority and qualifications, and both are eligible for a given position, their seniority shall be determined by the highest last four digits of their social security number. Qualifications will be determined by the supervisor of the position when the position is posted. The communication of one's qualifications to the supervisor, i.e., through their most current job performance evaluations based on their respective job description, is the responsibility of the employee.

LAYOFF

- In the event of layoff, employees with the least District Seniority in their job description/title will be laid off first. Any employee scheduled for layoff shall have the right to displace a lesser seniority employee in the same grade/job description, provided the senior employee is qualified to hold that position.
- In the event of layoffs, employees shall be laid off as per the layoff and recall provision of this agreement.
- Employees shall be provided four (4) weeks written notice, by certified mail, prior to the effective date of layoff and two (2) weeks notice prior to the effective date of a reduction of hours. All laid off support staff employees shall be recalled, if conditions so allow, in the order of their seniority provided they are qualified to fulfill the essential functions of the position that is available.
- Employees on layoff from the District who register to participate as support staff substitutes will be placed in a priority position on the substitute list and will normally be called before other support staff substitutes, provided they are qualified to fulfill the essential functions and responsibilities of the position(s) that become available.

RECALL

- A person being recalled shall be notified by certified mail and shall have ten (10) working days from the time the notice is received to reply and/or report to work, but may state his/her position in writing any time before the end of the ten day period. It shall be the responsibility of the employee to keep the District informed of his/her current address.
- An employee being recalled to a position with fewer hours than held before the layoff may reject such a position without losing his right to recall.

- An employee being recalled to a position with fewer hours than held before the layoff may accept such a position, and still retain the right to accept the first full-time position that he/she would otherwise be qualified for.

JOB RESTRUCTURE

- If a position is eliminated within the district, and there is an open position for which the person is qualified, the situation will not be considered a layoff. This person will, under these circumstances, be placed in the open position unless it is at a lesser grade and/or significant change in hours at the closest step according to the current rate of pay the employee is receiving.
- If the position is a lesser grade the person can “bump” within their current grade for the least senior position having approximately the same hours provided the more senior employee is qualified for the position held by the least senior employee.
- In cases of positions available in lesser grades and/or hours, the person may:
 - ✓ Accept the position
 - ✓ Accept the position and request a transfer to the next appropriate position when posted, or
 - ✓ Resign

NEW HIRES

- Employee is required to attend the required training and undergo the necessary background checks.
- Employees hired during the period July 1 through December 31 will advance to the next step on the following July 1.
- Employees hired during the period of January 1 through June 30 will not advance to the next step on the following July 1, but will remain at the original step they were hired at for an additional year.

Advanced placement may be allowed for the most recent years of direct job-related experience including the final top step of each grade.

MEAL BREAK

Each employee shall be assigned a duty-free, unpaid meal period of not less than 30 minutes when scheduled to work six hours or more.

SENIORITY LIST

A seniority list by job description shall be made available to each employee, upon request, by his/her supervisor. The list will be made available by November 1 of each year. If the District does not receive notice of corrections by November 15, the District is thereafter entitled to rely on the accuracy of the list.

STAFF DEVELOPMENT

Opportunities for personal/professional growth may be offered.

Voluntary

- Personal and professional growth classes may be offered on a voluntary basis. Participants will not be paid for these classes.

Required

- Specific job related (current job) sessions may be available. If your supervisor requires you to be in attendance, you will be paid at your normal rate.

- The District shall determine what training is required.

LONGEVITY HOURLY RATE

- All employees who have a seniority date of 10 years or more in the district prior to October 1 of the current fiscal year will receive \$.50 per hour longevity pay.
- If an employee's rate of pay is frozen, longevity will be awarded when an employee has reached a seniority date of 10 years or more in the district prior to October 1 of the current fiscal year. If the employee has already earned the longevity incentive at the time the rate of pay is frozen, no additional longevity increases may be earned.

OVERTIME PAY

- Overtime pay will be granted after 40 hours worked in a week. The determination of overtime will be made by the employee's immediate supervisor.
- Hours worked in excess of forty (40) hours per week will be paid at one and one-half (1 ½) times the regular hourly rate, except holidays, which are double time.
- Holidays, vacation time and personal day time that fall within a week will not disqualify the employee from overtime payment calculation.
- If sick time is used during a week, overtime for that week will be at regular pay.
- Comp time shall be within the current pay period and must be approved in writing by the employee's immediate supervisor.

NIGHT RATE PREMIUM

- Thirty (30) cents per hour for 2008-2009, 2009-2010, and 2010-2011. Night premium will be paid on a daily basis to all employees who work 50% or more of their regularly scheduled hours from 6:00 p.m. in the evening to 7:00 a.m. in the morning.
- Employees who normally work nights but are assigned to days during the summer will forfeit the night premiums.
- Employees who are asked to come in early will not forfeit their night premium.
- Employee categories eligible for night premium are:
 - Full-time – full year
 - Part-time – full year
 - Full-time - school year
 - Part-time - school year

VANDALISM

- **Vehicles** Employees who have insured vehicles on the district's premises which are stolen or damaged (through no fault of the employee) shall be reimbursed for such property by the District less any insurance settlements. The damage or theft must be properly reported to the police and building administrator immediately after the discovery of the damage or loss.
- **Clothing and/or glasses** The District will reimburse an employee for destruction of clothing and/or glasses due to an assault by a student(s) provided:
 1. That in the opinion of the principal or immediate supervisor, the employee was exercising reasonable care in dealing with the student.
 2. Within three (3) days of the occurrence, the employee files a written report with the principal or immediate supervisor.
 3. District reimbursement will be for a reasonable amount.
 4. Employee is required to show evidence of damage done.
- **Personal equipment** Employees who have personal teaching equipment stolen, damaged, or destroyed shall be reimbursed the replacement cost of such equipment

provided the principal and/or supervisor has been made aware of, in writing, the presence of this equipment in the building.

MILEAGE

When an employee is required by his/her supervisor to use his/her own automobile for the District's business he/she will be paid at the rate per mile currently in effect at the time this service is performed. Personal car mileage records must be kept, approved by the supervisor and submitted to the Finance Department.

PAYROLL PROCEDURES

1. Global Compliance training and a criminal check (State of Michigan and FBI) are a requirement of employment.
2. Payroll – two (2) tax forms (federal and state), I-9 form with proper identification and social security card, and a retirement form are required to be completed before anyone can be put on the payroll. Proof of citizenship or appropriate work documentation is also required.
3. All employees are to submit time sheets/cards/electronic entry to the Payroll Department for each pay period they work. These must be approved by your immediate supervisor and received in the Financial Office by the Friday preceding payday. Any unusual circumstances should be noted (such as sick, bereavement, emergency leaves, jury duty, etc.). Time recorded on time sheets must reflect the actual time worked.
4. Paychecks will be delivered to each building for employees of that building by 3:30 p.m. on each payday. Pay is not to be considered late until that time.
5. When a payday falls on a legal holiday, regular payroll procedures will be followed the day immediately preceding the holiday.
6. Any changes in dependents, exemptions, marital status, name or address should be immediately reported to the Payroll Department on an Employee Record Data form or W-4 form available from the Payroll Department.
7. Changes in deductions and electronic funds transfers (direct deposit – credit union, automatic savings and automatic checking) must be directed in writing to the Payroll Department and should state the payday the change is to go into effect.
 - Tax Deferred Compensation Plans–
Two types of employee savings plans are available to West Ottawa employees: 403(b) tax-deferred options, and 457 deferred compensation plans. These savings plans are offered through companies that are independent contractors and have no association with the West Ottawa School District. A list of companies and representatives is available at the administration office. Representatives must be contacted directly by the employee. Requests to change tax deferral companies and/or withheld amounts may be made at any time during the year. The change will be executed with the next regularly scheduled payroll after receipt of the change request.
 - Direct Deposit – Employees may initiate to have all or part of their paycheck directly deposited into 1-4 accounts at any financial institution that has a routing number for electronic fund transfer.

JOB APPRAISALS

Each employee will have his/her job performance appraised at least every other year. Supervisors will meet with each employee for this purpose. Full-year employees shall be appraised by June 30 and school-year employees by June 1. Employees must receive a copy of the appraisal after the conference with the supervisor.

PROCEDURES FOR PERSONNEL PROBLEMS OR QUESTIONS

All employees are encouraged to direct any personnel problems or questions to their supervisor immediately. If the immediate supervisor cannot answer the concern, he/she will get an answer for you.

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a claim by an employee of a violation of a specific provision of this Agreement.
2. The term “days” as used herein shall mean work days.
3. To be processed hereunder, a grievance must be in writing on a form provided for that purpose, and shall contain the following:
 - It shall be signed by the grievant(s).
 - It shall be specific.
 - It shall contain a synopsis of the facts giving rise to the alleged violation.
 - It shall cite the section or subsections of this Agreement alleged to have been violated.
 - It shall contain the date of the alleged violation.
 - It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Level One – An employee alleging a grievance shall within ten (10) days of its alleged occurrence or within ten (10) days of the time the employee should have been aware of it, discuss the grievance with the principal or immediate supervisor.

If no resolution is obtained within five (5) days of the discussion, the grievance shall be reduced to writing and filed within ten (10) days of said discussion to LEVEL TWO.

If the alleged grievance involved more than one work location, it may be filed with the Superintendent or designated representative.

Level Two—A copy of the written grievance shall be filed with the Superintendent or designated representative as specified in LEVEL ONE. Within five (5) days of receipt of the grievance, the Superintendent or designated representative shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or designated representative shall render a decision in writing, transmitting a copy of same to grievant. If no decision is rendered within five (5) days of the discussion at LEVEL TWO, or if the decision is unsatisfactory to the grievant, the grievant shall within fifteen (15) days appeal the decision to a committee of the Board of Education.

1. The time limits provided in this section shall be strictly observed but may be extended by written agreement of the parties.
2. If a grievance arises from the action of an authority higher than the immediate supervisor of the employee, the employee may present such grievance at the appropriate step of the grievance procedure.

Level Three—If the decision at LEVEL TWO is unacceptable, the grievant may, within fifteen (15) days of such decision, appeal the grievance to a committee of The Board of Education.

The Board of Education will communicate its decision in writing to the grievant within fifteen (15) days of the hearing.

The decision of the Board shall be final. No grievance may be filed by an employee during the first six months of employment.

GRIEVANCE FORM

Name of Grievant _____

Classification _____ Building _____

Date of Occurrence: _____

Agreement Articles alleged to have been violated: _____

Statement of Grievance: _____

Relief Sought: _____

Grievant's Signature _____



Date Received by Supervisor: _____

Disposition: _____

Supervisor's Signature _____ Date _____



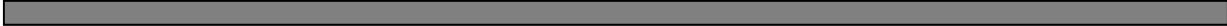
Date Appealed: _____ Grievant's Signature: _____



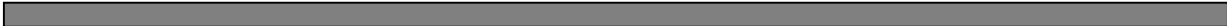
Date Received by Assistant Superintendent for Human Resources _____

Disposition: _____

Assistant Superintendent for Human Resources' Signature _____ Date _____



Date Appealed: _____ Grievant's Signature: _____



Date Received by Superintendent _____

Final Disposition by The Board of Education: _____

Superintendent's Signature _____ Date _____

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

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

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

Benefits and Protections

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

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

Eligibility Requirements

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

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

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

Employer Responsibilities

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

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

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

AGREEMENT DURATION

This Agreement, approved by the Board of Education, shall be effective as of September 19, 2011, and will remain in effect through June 30, 2014.

**West Ottawa Public Schools
Support Staff Agreement
September 19, 2011 – June 30, 2014**