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**AGREEMENT**

**BETWEEN THE**

**MIAMI VALLEY CAREER TECHNOLOGY VOCATIONAL DISTRICT**

**AND THE**

**MIAMI VALLEY CAREER TECHNOLOGY CENTER**

**EMPLOYEES' ASSOCIATION**

**A.F.T. LOCAL 4575**

**CLASSIFIED STAFF**

**JULY 1, 2021 - JUNE 30, 2024**

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**ARTICLE I**  
**RECOGNITION**

The Miami Valley Career Technology Vocational District Board of Education (hereinafter referred to as the "Board") recognizes the Miami Valley Career Technology Center Employees' Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for all full and regular part-time secretaries, system specialists, accounts specialists, instructional assistants, PBX operators, maintenance technicians, building service aides, clerks, I.T. technicians, and safety officers. Excluded from the bargaining unit are: "As needed" employees, confidential, and administrative personnel.

Whenever used herein, the term "employee" or "employees" shall mean members of the bargaining unit and shall exclude anyone not a member of the bargaining unit. No one who is not a member of the bargaining unit shall be a beneficiary of this agreement.

This agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this agreement.

**ARTICLE II**  
**NEGOTIATIONS**

The Board and the Association shall have the right of free choice in designating representatives for the purpose of conducting professional negotiations, provided neither team shall exceed five (5) persons.

The parties mutually agree to the dispute settlement procedure as outlined in Section 4117.14 of the Ohio Revised Code.

The Board will provide to the Association a print ready copy of the agreement within thirty (30) days of the ratification of the agreement.

**ARTICLE III**  
**ASSOCIATION RIGHTS**

Names and addresses of new unit members shall be made available to the Association by September 15.

In addition to any payroll deductions required by law, the Board will deduct the periodic dues of the Association, for purposes of prompt transmittal to the Association, from the pay of a unit member so long as the unit member presents a written "deduction authorization" to the treasurer. The treasurer will cease such dues deduction if the authorization is revoked by the unit member. All deduction authorizations or revocations shall be presented to the treasurer before September 30 of the year in which such authorization or revocation is to be effective. Additional deductions will include hospital

and dental insurance premiums, one (1) employee credit union and one (1) tax sheltered annuity per employee.

The Association shall have the right to use the staff/faculty bulletin boards. Such use shall be in an area not to exceed 24 inches by 24 inches in the upper right hand corner. Material placed on the bulletin boards shall be identified as having been authorized by the Association. Use of bulletin boards by any employees' organization (as that term is defined in O.R.C. Section 4117.01 [D]), other than the Association, shall be brought to the attention of the Chief Administrator of the building where such use occurs and thereafter the Administration and the Association shall take reasonable steps to cause the discontinuation of such use.

The Association shall have the right to the use of the school facilities for meetings that do not conflict with previously set teacher meetings, subject to the approval of the appropriate Administrator. Such approval shall not be unreasonably withheld. Classified employees may attend such Association meetings as do not conflict with essential duties. Such meetings shall take place either immediately before or immediately after the work day, except that five (5) meetings per school year may be scheduled to begin at 2:45 p.m. If additional meetings are requested and approved appropriate adjustments to "compensatory" time referred to in Article VII, Calendar and Hours, shall be made. All post-secondary staff are entitled to attend Association meetings if not scheduled for an appointment at the time of the meeting.

The Association may use the intra-school mail system, including electronic mail. The Association shall have the right to place materials in the mailboxes of employees. The Association president and liaison shall receive an advance copy of the Board meeting agenda.

The Association shall be allowed to have its representatives, who are not employees of the Board, enter buildings to conduct Association business with employees before and after school hours, so long as the instructional program is not interrupted.

The Association shall have the right to use the following school-owned equipment without charge so long as use is not made during the user's working hours: typewriters, calculators, computers, word processors, audio-visual equipment, and telephones for local calls only. Long distance calls shall be made only on the Association's credit card. The Association shall assume financial responsibility for loss or damage to said equipment while in use by the Association. Equipment may not be removed from the premises, and use of equipment in classroom and laboratory areas must have approval of the supervisor or principal.

The Association may use the school copy machines with the following provisions:

- A. Only the association president, vice president, secretary, treasurer, and sergeant-at-arms shall use the designated copy machine.
- B. Only the front office machines in each of the three buildings shall be used by the Association.

- C. A log of all copies run will be kept with the secretary closest to the machine. Said log will show the date, the number of copies run, and the person running the copies.
- D. The copy logs will be submitted to the cashier at the end of each school quarter for prompt payment by the Association at the designated cost per copy. Such rate shall be no more than the actual cost to the Board.

The Association shall be permitted to make a brief announcement during the initial orientation meeting of each school year and to present the Association scholarship at the Senior Recognition ceremonies. The Association will also be permitted to make a presentation during the new employee orientation.

The Board will provide the president or designee up to seven (7) days of union leave per school year, to be approved in advance by the assistant superintendent of operations, who will not unreasonably withhold approval. The Association will reimburse the Board monthly for 50% of the per diem salary of the president or designee when a day of union leave is used. The board will pay for the president's and/or designee's fringe benefits and the salary and any fringe benefit cost of a substitute used in place of the president and/or designee for the first four (4) days. The Association will reimburse the Board monthly for the salary and any fringe benefit cost of a substitute used in place of the president and/or designee for days five (5), six (6), and seven (7); in addition to the 50% of the per diem salary of the president or designee.

#### **ARTICLE IV** **INDIVIDUAL RIGHTS**

The Board and the Association recognize that employees have the right to join, or not to join, any organization for their professional and/or economic improvement. Such membership or non-membership shall be without reprisal and shall not be required as a condition of employment. The Association shall not exclude employees as members on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected characteristic.

No reprisals shall be taken against any participant in the negotiations process.

An employee shall have the right to representation at any employer initiated interview or meeting which may reasonably appear to jeopardize job security.

The employer may initiate an interview concerning a written and complete job evaluation and conduct such without the presence of a representative of the employee. However, following the interview the employee may request and shall promptly be granted a second interview at a reasonable time and place in which the employee may be represented.

The right to representation does not extend to interviews or meetings which cannot be reasonably or objectively linked to discipline or jeopardy of job security unless

otherwise specifically set out in this agreement, such as representation rights during grievance proceedings.

The Association and the Board agree that the provisions of this agreement shall be applied equally to all employees without regard to race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected characteristic, in the programs and activities, including employment opportunities.

The immediately preceding paragraph shall not be enforceable by the grievance process, and the parties agree that questions of discrimination are to be directed to the appropriate state and/or federal agency(ies).

## **ARTICLE V** **MANAGEMENT RIGHTS**

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in this agreement; and the Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for the proper management of the school district conferred upon and vested in it by the Revised Code of Ohio and the Constitution of the State of Ohio and the United States, including the responsibility for, and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection herewith shall be limited only by the specific and expressed terms of this agreement.

**ARTICLE VI**  
**INDIVIDUAL CONTRACTS**

Contracts for classified employees will contain the following:

- A. Name of classified staff member
- B. Type of contract (limited or continuing)
- C. Salary classification
- D. Number of days to be worked
- E. Salary
- F. The fact that the employee is hired for purposes of replacing another employee on a leave of absence, but only if such be the case

The annual notice of salary issued to each classified employee will contain the following and will be issued no later than June 30 if determined, and if not determined, as soon thereafter when determined:

- A. Name of classified employee
- B. Salary classification
- C. Number of days to be worked
- D. Salary

The contract and salary notice mentioned above, and the information contained therein, will be presumed to be factually and legally correct unless either party notifies the other, in writing, of an alleged error on or before September 30 of the school year the contract or notice is effective.

Newly hired classified employees shall be given not more than a one-year written contract. If the same employee is rehired, his/her three subsequent written contracts will be for two (2) years each in accordance with Section 3319.081 of the Ohio Revised Code. After the termination of the third two-year contract, if such a contract is renewed, the employee shall be hired on a continuing employment basis.

Any classified employee may terminate his/her contract of employment thirty (30) days after filing a written notice of such intent with the treasurer.

**ARTICLE VII**  
**CALENDAR AND HOURS**

For classified employees the standard work week shall not exceed forty (40) hours. Maintenance Technician, Building Service Aide, Warehouse/Supply Clerk, Shipping/Receiving Clerk, and Safety Officer personnel shall work an eight (8) hour day.

All other classified personnel under the Clerical/Secretarial Salary Schedules, Instructional Assistants and the I.T. Technicians under the Classified Salary Schedules shall work a seven (7) hour day.

Time, work and lunch schedules shall be fixed and adjusted by the administrator in charge and approved by the superintendent or his/her designated representative. Meals do not count as hours worked unless required to work. Unpaid lunch time shall not exceed one (1) hour.

Any assigned duties beyond the forty (40) hour work week will be compensated for at one and one-half times the hours actually worked. Employees may choose to be paid for extra work or receive compensatory time. Hours for which an employee is compensated for sick leave, but during which he does not actually work, shall not be computed as "worked hours" for the purpose of determining compensatory time.

#### Compensatory Time Guidelines:

In lieu of paying a non-exempt employee for additional work, employees may be granted compensatory time off. Classified compensatory time may be referred to as comp time, banked time, or adjusted schedule and must be recorded on a Compensatory Time Record for the Classified Employees form and approved by the employee's supervisor and must also conform to the guidelines above regarding hours beyond the forty (40) hour week.

Any such time must be supervisor initiated and be required for time-sensitive additional work that is required for the betterment of the district.

Compensatory time is not intended for ongoing daily work. No employee will routinely be asked or permitted to eliminate lunch periods for the purpose of shortening their work day or work week or earning overtime or compensatory time.

In some circumstances, an employee may be required to work additional time without advanced notice.

1. Accrued compensatory time will be in half-hour intervals, minimum, with prior approval of the supervisor. Each worksite will keep a uniform Compensatory Time Record for Classified Employees for each non-exempt employee in a central location designated by the supervisor.
2. Compensatory time may be accrued up to a maximum of seventy (70) hours. After the maximum compensatory time has been approved and recorded, any additional time must be submitted during the next pay period. Compensatory time may start to be accumulated again once the accumulated total has dropped below the above maximum.
3. The employee's request for time off will be given consideration to the extent it does not interfere with the operation of the school or department. If compensatory time cannot be used due to the above stated interference, the employee will be paid for that time during the next pay period.



4. Compensatory time will be used in increments of half hour intervals, minimum, with prior approval of the supervisor.
5. Individuals with unused compensatory time who are terminated, non-renewed or who otherwise terminate their employment will be paid for unused comp time at their hourly rate of pay.
6. Individuals with accumulated compensatory time are required to complete a Compensatory Time Record showing actual hours accumulated and actual hours used, that shall be signed by the employee and supervisor and sent to the treasurer with each payroll submission. Additionally, a completed Compensatory Time Record must be submitted to the treasurer reflecting the current compensatory time balance as of June 30 of each year. Failure to complete the form or to complete it properly may delay receipt of compensation.
7. Employees shall not be permitted to perform any work before or after his/her scheduled work time without being provided compensatory time or compensation.

When the school is closed by the superintendent or the Board due to a calamity, the calamity article shall apply. Classified employees required to work by the administration shall be paid or record compensatory time and those hours over forty (40) shall be paid at one and one-half times the hours actually worked.

Essential personnel may be required to work during released times as deemed necessary by the superintendent or his/her designated representative.

The Association shall have the opportunity to have input before the school calendar is adopted for any school year, although calendars may be adopted for more than one (1) school year. Except in the case of an emergency, there will be no changes in the adopted calendar without prior notification to the Association. As a general rule, sufficient time will be provided for input from the Association prior to Board adoption of changes to the adopted calendar.

## **ARTICLE VIII**

### **PERSONAL AND COURT APPEARANCE LEAVES**

#### **Personal Leave**

Employees will be granted three (3) personal leave days per year. Personal leave days can be accumulated to a maximum of three (3) per employee and may be taken in one-quarter day increments. Personal leave shall not be used to obtain payment for any extended days provided by the Board.

The request shall be made via HR Kiosk.

Personal leave may be taken on any day except:

- A. The first regular teacher day
- B. The last regular teacher day
- C. The day before or the day after vacation or holidays, as defined in Article XII

A request for personal leave on any of the above excluded days will be submitted in writing to the superintendent. The granting of an exception to the personal day exclusion is at the sole discretion of the superintendent, shall not set a precedent or expectation for future requests and may not be challenged pursuant to the grievance procedure or any other means.

Any classified employee of the Board with ten (10) or more years of service with the Board may elect at the time of retirement from employment with the Board or death while an employee of the Board to add accumulated personal leave days to the unused sick leave conversion formula for the purpose of severance/conversion. For the purpose of figuring conversion only, each year of employment through the 1989-90 school year shall count as three (3) days of personal leave and each year of employment beginning with the 1990-91 school year shall count as two (2) days of personal leave, and each year beginning with the 1996-97 school year and ending with the 2020-21 school year (for those employees with eleven (11) years of service during these years) shall count as three (3) days of personal leave and each year after 2020-21 school year shall count as three (3) days of personal leave. In addition, in order to be eligible for conversion and payment for such leave, the employee must have retired or died while an employee of the Board and a written application for such payment must be submitted by or on behalf of the employee within sixty (60) days of the last day actually worked as an employee of the Board.

#### Court Appearance Leave

Employees who are absent from work as a result of being subpoenaed as a witness in any court action, arbitration proceeding, or administrative proceeding, where neither the employee nor the Association are parties in a claim against the Board, shall be paid the difference between the court payment and his regular salary. The employee will receive his full daily wage from the Board by endorsing the witness payment to the Board.

Employees who are absent from work as a result of being subpoenaed as a witness in any court action, arbitration proceeding, or administrative proceeding in which the employee is the sole party in a claim against the Board, shall receive no pay for the period of absence except as allowed with personal leave.

**ARTICLE IX**  
**SICKNESS, SICK LEAVE AND CONVERSION OF SICK LEAVE**

With the following exceptions, definitions, explanations, or modifications, Section 3319.41 O.R.C. shall govern compensation for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Sick leave may be taken in increments of not less than one-quarter day.

- A. "Immediate family" within the context of Section 3319.141 O.R.C. shall mean the following relatives: step children, foster children, exchange students, spouse, domestic partner, children, brothers and sisters, parents, step-parents, mother-in-law, father-in-law, grandchildren, and grandparents regardless of where they live.

Domestic partner shall mean an intimate, committed, family type relationship, of two unrelated partners who share the necessities of life, live together, and have an emotional and financial commitment to one another, and who have maintained a relationship for at least twelve (12) months, intending to do so indefinitely.

- B. Sick leave may be used for the day of birth of a grandchild.
- C. The Board shall require an employee to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave, whether or not the use of sick leave is compensable. On said form the employee will indicate if he consulted a physician or practitioner of healing arts, and will authorize the Board to verify the dates. In case of prolonged absence, the employee or person with power of attorney for the employee, will be required to report to the treasurer in person, by registered letter, or by phone call at least once a month. In addition, employees may need to submit a physician's note or other medical certification acceptable to the treasurer when absent for more than five consecutive days on sick leave or when a pattern arises (e.g. recurring Friday absences).
- D. Six (6) weeks of paid sick leave may be used for maternity leave. An employee will not be required to exhaust his/her sick leave for maternity leave. At the employee's discretion, he/she may reserve up to five (5) sick days to be available for use when he/she returns to work. If eligible, an employee could continue on unpaid FMLA leave. Paid sick leave beyond six (6) weeks will be approved upon receipt of a physician's note stating an inability to return to work for personal health reasons.
- E. Absence due to death in the immediately family is not to exceed five (5) days. Sick leave may not be used for the death of individuals who are not immediate family.

- F. Employees who have exhausted all their sick leave will be advanced a maximum of five (5) paid sick leave days per year. The advanced sick leave days shall be subtracted from future credited sick leave. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any employee who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave.
- G. Sick leave is earned at the rate of one and one-quarter days per month. Sick leave may accumulate to a maximum of 295 days.
- H. All sick leave used for a purpose which would qualify for leave under the Family and Medical Leave Act of 1993 shall be counted against the amount of FMLA leave the employee is entitled to receive under Article X, B.
- I. Any employee of the Board with ten (10) or more years of certified service with the state, and political subdivisions, or any combination thereof, at the time of retirement from active service, may elect at the time of retirement from employment with the Board or death while an employee of the Board to convert accrued but unused sick leave credit to severance/conversion pay. In the event of the death of an employee of the Board with ten (10) or more years of certified service with the state, any political subdivisions, or any combination thereof, any such conversion pay shall be paid to the estate of said employee as described later in this article.

For the severance/conversion payment, the Board shall pay a classified employee 25% of his/her accrued but unused sick leave (up to 295 days) times his/her daily rate. In addition, the Board shall pay a classified employee 15% of his/her accrued but unused sick leave for days beyond 295 days times his/her daily rate. The days that exceed the limits stated in "F" may not be used for actual sick leave. Such payment shall be made only one time to an individual and will eliminate all sick leave credit accrued up to that time. An individual who returns to active service with the Board may accrue and use sick leave as before but may not convert the unused sick leave at the time they leave service. Sick leave conversion does not apply to any Board initiated termination.

Proof of retirement must be submitted to the treasurer before payment is made due to retirement.

Payments outlined in Article IX item H and Article VIII shall be made by January 21<sup>st</sup> in the next calendar year after said proof has been submitted. In the event that payment is made because of death of the employee, payment shall be made to the employee's estate.

In addition, in order to be eligible for conversion and payment for such sick leave, the employee must have retired or died while an employee of the Board and written application for such payment must be submitted by or on behalf of the employee in the form and manner prescribed by the treasurer and the Board's 403(b) provider, if applicable, within sixty (60) days of the last day actually worked as an employee of the Board. This employer non-elective contribution shall be made on the employee's behalf under the Board's 403(b) provider's product(s) rules and regulations in an amount equal to the total amount of the employee's severance pay in accordance with Article VIII and IX.

If an employee is entitled to have a contribution paid through the Board's 403(b) provider's product(s) and dies prior to such contribution being paid to the employee through the Board's 403(b) provider, the contribution shall be paid to the named beneficiaries of the employee. In the event no beneficiaries were designated, the severance shall be paid to the deceased's estate. However, such payments are subject to the extent of the limits based on includible compensation calculated through the month of death in accordance with final 403(b) regulations.

Any bargaining unit member who is entitled to severance pay and retires before the age of 55 shall receive severance pay that is paid directly to the employee prior to the start of the next tax year.

All contributions to the Board's 403(b) provider's product(s), all deferrals to a tax-sheltered (TSA), and all check payments to employees, shall be subject to reduction for any tax withholding or other withholding that the treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Board's 403(b) provider's product(s), deferrals to a TSA or check payments made to an employee.

In the event an employee is ineligible to participate in the Board's 403(b) provider's product(s) and dies, any severance pay due shall be paid to the employee's estate.

J. The Association and the Board recognize that chronic absenteeism is detrimental to the education process. The Association and Board pledge to work together to improve employee attendance. Falsification of a statement for use of sick leave is grounds for suspension or termination of employment.

K. Sick Leave Fund

The purpose of the sick leave fund is to give additional days of sick leave to employees who either themselves or whose spouse or children experience catastrophic and/or life threatening illness. If the employee has exhausted all of their sick, personal and vacation leave, the employee may receive a donation of sick leave days.

For the purposes of this procedure, the term “catastrophic and/or life threatening illness” shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to the following:

- Accident resulting in multiple fractures or amputation of a limb
- AIDS
- ALS (amyotrophic lateral sclerosis)
- Cancer
- Cerebral palsy, muscular dystrophy
- Condition causing paralysis
- Hemophilia
- Mental illness (requiring hospitalization)
- Rare disease
- Severe burn involving over 20 percent of the body
- Severe head injury requiring hospitalization
- Spinal cord injury
- Stroke or cerebrovascular accident

The following exclusions apply; however, complications related to these exclusions may qualify as a catastrophic condition. A list of examples that constitute exclusions is shown below for guidance only and is not considered an all-inclusive list.

- Elective surgery
- Bariatric/Weight loss surgery, except when performed for a life-threatening condition
- Sprains/strains (wrist, hand, knee, ankle, back)
- Maternity cases, except in extraordinary cases related to the birth of the child when the employee is designated as disabled and is unable to work
- Tubal ligation/vasectomy
- Hysterectomies not related to cancer treatments
- Cosmetic surgeries, not including reconstructive surgeries
- Knee and hip replacement
- Shoulder/rotator cuff tear surgery
- Carpal tunnel/hand/finger surgery
- Ankle and foot surgery
- Stress/Depression related illness

The assistant superintendent of operations in collaboration with the Association president will be responsible for the management and record keeping of the sick leave fund. The decision of the assistant superintendent of operations and Association president shall be final and binding and shall not be subject to the grievance procedure. If the assistant superintendent of operations and Association president cannot agree on whether a donation is warranted, the Board, at its cost,

shall request the employee seeking the benefits of the sick leave fund to be examined by a physician of the Board's choosing, in consultation with the employee's attending physician, to determine whether the employee's condition would qualify as calamitous in nature.

An employee may request a donation of sick leave days after they have been out for a minimum of twenty (20) consecutive days for a catastrophic and/or life threatening illness. All requests will be made to the assistant superintendent of operations.

Each employee may donate two (2) days of their sick leave per fiscal year. If more days are donated than requested, a lottery system will be used to determine which employee's donated days will be accepted and converted to sick leave for the requestor. Each donated sick leave day will equal one (1) day of sick leave donated to the employee.

An employee may only receive twenty (20) donated sick leave days per fiscal year.

#### L. Assault Leave

Assault leave shall be granted to an employee who is physically unable to work and who, therefore, is absent from his/her assigned duties because of injury resulting from a physical assault in the course of their employment where the employee is determined not to have provoked the incident or otherwise be at fault. The Board shall have the sole authority, based on the totality of the evidence, to determine whether the physical disability resulted from the physical assault in the course of and arising out of employment with the Board. Any leave granted shall not be charged against sick leave earned under Article IX of this agreement. If authorized by the Board, the employee shall be granted the aforementioned assault leave and shall be maintained on a full pay status during such absence, up to a maximum of ten (10) working days.

#### Conditions:

In addition to the above paragraph, employees shall be granted assault leave according to the following rules:

1. The incident, resulting in the absence of the employee must have occurred during the course of employment with the Board while on the Board premises or at a Board-approved or sponsored activity/event.
2. Upon notice to the principal or immediate supervisor that an assault upon an employee has been committed, any employee having information relating to such assault shall, as soon as possible, prepare a written statement containing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the principal or immediate supervisor.

3. If the employee received medical attention and/or is absent from his/her assigned duties more than two (2) days, a certificate from a licensed physician, stating the nature of the disability, and its duration, shall be required before assault leave payment is made.
4. An employee shall not qualify for payment of assault leave until the physician's statement pursuant to (3) above has been submitted to the superintendent.
5. Assault Leave approved under this Section shall not be charged against the employee's sick leave or any other leave that may be granted under the Board's rules and regulations.
6. Employees shall not be permitted to accrue assault leave.
7. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code exclusive of (1) any supplemental contract of employment; and (2) any worker's compensation due the employee by virtue of the employee's physical disability.
8. Falsification of a statement for Assault Leave is grounds for suspension or termination of employment.

**ARTICLE X**  
**LEAVES OF ABSENCE**

- A. Upon the written request of an employee, the Board shall grant a leave of absence, without pay, for the reasons listed below. Upon the return of an employee from a leave of absence, such employee shall be returned to the same position that he/she held at the time such leave commenced, if available; if not available, then the employee shall be returned to an equivalent position for which he/she is qualified. The leave shall be no shorter than the end of the semester in which the request for leave is made, nor longer than the end of the next full school year ending June 30, following the school year in which the request for leave is made; provided, however, that the maximum amount of leave to be granted under this Article XI, A, shall be coordinated with FMLA leave under Article XI, B, such that the amount of leave the employee would otherwise be entitled to take under Article XI, A, shall be reduced by the number of weeks (and/or days) of FMLA leave the employee has taken (or will take), during the twelve-month period described in Article XI, B.

(1) illness

(2) disability



- (3) child rearing leave: a leave of absence without pay for the care of a child, immediately following the birth or adoption of such child for the father, or immediately following the release to return to work by the attending physician for the mother.

The employee shall designate the length of leave in his/her written request. Once a leave of absence has been requested and granted, an employee may return to work from such leave earlier than the period of time for which such leave was granted only at the discretion of the Board, whose discretion shall not be subject to grievance.

Additionally, the Board may, in its discretion, grant leaves of absence for a period of not more than two (2) consecutive school years for education, professional, or other purposes.

- B. The Board and employees shall have whatever rights, duties, discretion and responsibilities as are set forth in the Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et seq.) as is or may be amended ("FMLA"), and in accordance with the following provisions of this section:

1. For purposes of determining the "12-month period" in which an eligible employee is entitled to twelve (12) weeks of leave, such 12-month period shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

Example: The employee starts six weeks of FMLA leave on February 1, 2021 and takes another six weeks beginning October 10, 2021. The next available leave under FMLA would be February 1, 2022 when an employee would qualify for up to six weeks (only 12 weeks may be used between October 10, 2022 and October 10, 2023). If no leave was used from October 10, 2022 until October 10, 2023, then the employee could receive up to twelve weeks of FMLA leave.

2. An employee who takes FMLA leave and who wishes to continue participating in group insurance programs must state such intention along with their written request for leave of absence. Such an employee may continue to participate in the Board's group insurance program provided the employee pays his/her share of the premium for such insurance programs to the treasurer by the 15<sup>th</sup> day of the month preceding the month in which the employee desires to have the insurance. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations.
3. An employee that is on FMLA leave due to his/her own serious health condition which made the employee unable to perform his/her work duties may not return to work without furnishing a certification from the employee's health care provider that the employee is able to resume work.

4. An employee on FMLA leave shall, at not less than 14-day intervals, report to the treasurer in person, by registered letter, or by telephone call the employee's status and intent to return to work.
  5. Upon expiration of FMLA leave, the employee shall be assigned to the same position held before taking the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee, who, after being notified by the employer, does not return to work upon the expiration of FMLA leave shall have his/her employment terminated.
  6. Whenever an employee is required to provide a certificate from a health care provider, the form attached hereto as Appendix D shall be used.
  7. If an employee is placed on a leave of absence for physical or mental disability, with or without request by the employee, under O.R.C. Sec. 3319.13, then the employee shall first be placed on any available sick leave, in accordance with Article IX. When sick leave has been exhausted, such employee shall then be placed on FMLA leave under Article X, B. All sick leave used by the employee shall be counted against the amount of FMLA leave the employee is entitled to receive under Article X, B. The employee may continue insurance in accordance with Article X, B and COBRA regulations.
- C. No employee granted a leave of absence by the Board shall secure other employment or be employed by another entity during the duration of the leave of absence. Employment in this paragraph shall be understood to include self-employment.

#### **ARTICLE XI** **RETURN FROM LEAVE OF ABSENCE**

Upon the return of an employee from a leave of absence, the Board may terminate the employment of any employee who was hired for the purpose of replacing the returning employee while he or she was on leave.

#### **ARTICLE XII** **VACATION AND HOLIDAYS**

Vacations and holidays shall be governed by Ohio Revised Code 3319.084 and 3319.087, respectively, with the following additional provisions:

1. Vacation eligibility will be calculated from the beginning to the ending of the employee contract. An employee hired in the middle of a contract year must be hired before November 1 for that first year to be calculated into vacation eligibility. However, any employee hired after the beginning of a contract year will receive vacation based on months worked. Vacation days may be carried six (6) months beyond the contract year.

2. Vacation may be accumulated up to two (2) years with prior approval of the treasurer.
3. Vacation schedules shall be approved by the immediate supervisor and the treasurer. Vacation leave may be taken in increments of not less than one-quarter day.
4. Employees must have worked six (6) months before being granted vacation pay at the time of separation.
5. If school is closed on Presidents' Day and/or Good Friday by reason of the school calendar, then those days shall be paid holidays.
6. Christmas Eve and New Year's Eve shall be paid holidays. (Scheduled days off when any of the above fall on a weekend will be set with the school calendar).
7. Vacation leave must be requested one (1) work week in advance of the vacation to be taken.

**ARTICLE XIII**  
**MILITARY LEAVE OF ABSENCE**

Military leaves of absences shall be granted to each employee under the terms and conditions of the Ohio Revised Code including, but not limited to, Sections 3319.14 and 124.29.

**ARTICLE XIV**  
**IMPROVEMENT LEAVE OF ABSENCE**

Any employee who has completed five (5) consecutive years of service with the Miami Valley Career Technology Vocational District may apply for a one (1) year unpaid leave of absence for study, travel, or other reasons related to self-improvement. The Board of Education may approve such leave of absence if recommended by the superintendent.

**ARTICLE XV**  
**EMPLOYEE EVALUATION AND PERSONNEL FILES**

There will be two (2) formal evaluations per year for each limited contract employee. The first shall be completed by December 1 and the second by April 1. There will be one (1) formal evaluation per year by April 1 for each employee on a continuing contract.

The person conducting the evaluation shall make a written report of the results of the evaluation. Such report shall include specific recommendations regarding any improvements needed in the performance of the employee being evaluated and provide

assistance for continued growth such as providing workshops, written materials, tapes, videos, and so forth.

A joint committee of three (3) members of the Association and three (3) administrators shall, at the request of either the Association or the superintendent, review the evaluation forms that are attached to and made a part of this agreement and found in the Appendix. The committee shall, at the conclusion of its review, submit a report to the superintendent. If there is an absence of mutual agreement, the report shall include all points of view. Upon receipt of the report, the superintendent shall submit the report to the Board which shall act upon such report within fifty-five (55) days of receipt from the superintendent.

Any documentation other than evaluations (which are covered in previous paragraphs) which may be considered unfavorable and is intended to become a part of the personnel file of the employee, must bear the signature of the employee and the individual making the allegation. The employee may reply in writing to such documentation. The reply will be attached to the documentation. Grievance materials will not be kept in the employee's personnel file.

An employee shall be notified of the intent of the administration to place in his/her personnel file any material (other than evaluations which are covered in previous paragraphs) which may be considered critical of his/her conduct, service, character, or personality, and shall be provided the opportunity to read any such material prior to its being placed in his/her personnel file. Such opportunity shall be provided within thirty (30) school days after receipt of such material.

An employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The signature shall not indicate agreement with the content of the material, but it will indicate only that the material has been read by the employee. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.

Each employee shall have the right, upon request, to review the contents of his/her own personnel file, with the exception of confidential items, such as credentials and references, in the presence of a member of the administration. The employee may be accompanied by one other person in the review.

Materials will be removed from the employee's file pursuant to the Records Retention Commission. An employee shall be entitled to a copy of any material in his/her file except material, supplied to the Board from outside sources, considered as confidential.

**ARTICLE XVI**  
**LAYOFF AND RECALL RIGHTS**

All layoffs shall be for lack of work, lack of funds, or abolishment of positions as such terms are defined in Section 124.321 of the Ohio Revised Code. Layoffs and reinstatements shall be on the basis of seniority within the job classification.

Any classified employee who is laid off while having unused sick leave shall have that sick leave credited to him/her upon reinstatement.

Vacancies within the district in classified areas shall be posted on the Board's website.

All timely filed online applications will be reviewed by the assistant superintendent of operations or supervisor. Selection for classified positions will be made on the basis of seniority, skill, experience, and the ability to perform the work in question. If the skill, experience, and ability to perform the work of two (2) or more applicants are substantially equal, seniority shall govern.

Unless informed otherwise, the employee should apply online and the assistant superintendent of operations or supervisor will coordinate the initial screening of applications and schedule interviews for those being given further consideration.

For purposes of this agreement, there are thirteen (13) employee classifications within the unit as follows:

1. EMIS System Specialist
2. Payroll Specialist
3. Pupil Personnel System Specialist
4. Department/Principal/Director's Secretary
5. Accounts Payable/Receivable Specialist
6. PBX Operator
7. Secretary
8. Maintenance Technician
9. Building Service Aide
10. Warehouse/Shipping/Receiving Clerk
11. I.T. Technician
12. Safety Officer
13. Instructional Assistant

In the event of a layoff, employees with more seniority may displace or bump employees with less seniority within the same classification. Additionally, employees with more seniority may displace or bump employees with less seniority in other classifications as follows:

1. Department/Principal/Director's Secretary, Secretary and PBX operator may bump into one another's classification.

2. EMIS/Payroll System Specialist/Pupil Personnel System Specialist may bump into one another's classification.
3. An employee shall be able to bump into another job classification which that employee has successfully held for at least one (1) year as an employee of the Board since that employee's last date of hire.

For purposes of this agreement, "seniority" shall mean the length of unbroken service since the most recent hire. Authorized leaves of absence shall not operate as a break in service, but neither shall the employee add to seniority during an authorized leave of absence.

#### **ARTICLE XVII** **JURY DUTY**

The Board shall pay a full-time employee the difference between such employee's regular compensation and the remuneration received for serving as a juror. The employee shall endorse the check received as a juror to the MVCTC and receive his/her full daily rate.

#### **ARTICLE XVIII** **SERS PICKUP**

The Board shall designate each employee's mandatory contributions to the State Retirement System as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-86, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the Retirement System increased thereby.

The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings.

The Board and the Association agree that should the rules and regulations of the Internal Revenue Service or the Retirement Systems change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

It is the responsibility of each individual employee to make any necessary adjustments in any other TSAs he/she has in order to be in compliance with tax laws and regulations.

The pick-up shall apply only to regular payroll and payroll requisitions.

## **ARTICLE XIX** **GRIEVANCE PROCEDURES**

### **A. Definitions:**

1. A “grievance” is a complaint of an alleged violation, misinterpretation or misapplication of this agreement.
2. A “grievant” is any bargaining unit member alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has adversely affected his or her rights under the agreement.

### **B. Grievance Procedures:**

*Step One* - The grievant shall present a written request for a meeting to present the grievance orally to the administrator (level one administrator) responsible for the decision generating the grievance. The request must be within fifteen (15) working days after the grievant has knowledge of the facts which gave rise to the grievance.

*Step Two* - If the discussion does not resolve the grievance, the grievant shall present his or her grievance in writing by fully completing the prescribed Grievance Form I within five (5) working days after the discussion in *Step One* and submitting it to the supervisor of the level one administrator identified in *Step One* (level two administrator). This level two administrator, or his or her designate, will investigate the grievance and the grievant may request a conference on the facts of the grievance. The request for conference will be noted on the form. Such conference will be held within seven (7) working days and the grievant may be represented at such hearing by a person of his or her choice. The level two administrator will reply, in writing, to the grievance within five (5) working days after the receipt of grievance or conference, whichever is applicable.

*Step Three* - If the level two administrator is not the superintendent and the answer does not resolve the grievance, then the grievant may refer the grievance to the superintendent or his or her designate by fully completing the prescribed Grievance Form II within five (5) working days after receipt of the reply in *Step Two*. The grievant may request a conference on the facts of the grievance. The conference shall be held within seven (7) working days and the grievant may be represented at such a conference by a person of his or her choice. The superintendent or his designate will reply within seven (7) working days.

*Step Four* - If the superintendent or his designates’ reply does not resolve the grievance, the Association may request mediation in writing within seven (7) working days of the receipt of the superintendent’s or his/her designee’s response. Upon request for mediation, the Association and the superintendent will jointly

submit a request to the Federal Mediation and Conciliatory Services to provide a mediator. Each party will be responsible for the fees and expenses of its representative.

*Step Five* - If mediation does not resolve the grievance, the Association may request arbitration in writing within seven (7) working days of the mediation process.

C. Arbitration:

1. Upon request for arbitration, the Association and the superintendent will jointly submit a request to the American Arbitration Association to provide the parties with a panel of eleven (11) arbitrators experienced in public employment disputes from which the parties can select an arbitrator in accordance with the Rules of the American Arbitration Association. Either party may reject one entire list submitted by the American Arbitration Association. The Arbitrator shall declare one party to have prevailed. The party that fails to prevail shall pay the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each party will be responsible for the fees and expenses of its representative. The filing costs with AAA will be split evenly between the Board and the Association.

If the Board subpoenas any school personnel as witnesses, it shall pay the cost of any substitutes necessary.

If the Association subpoenas any classified personnel as witnesses, it shall reimburse the Board for the costs of the substitutes employed for the witnesses.

2. The decision of the arbitrator shall be final and binding. The arbitrator shall not have the power to ignore, add to, subtract from or modify this agreement. Any arbitrator's decision may not go beyond what is necessary for the interpretation or application of this agreement, and the arbitrator may consider only the specific language of this agreement. Only grievances as defined herein shall be subject to arbitration, and all issues of procedural arbitrability will be heard by the arbitrator in a hearing and award separate from a hearing to determine the substantive issues, or merits of a grievance.

D. Additional Considerations:

1. If the administrators, named herein to administer this grievance procedure, should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next step. Any grievance not referred to the next step by the employee will be considered termination of the grievance.
2. Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Only notations regarding arbitration



results or grievance settlements which require a change to an entry or record in a personnel file may be attached to that item in the file.

3. Copies of grievance forms will be made available in all principal's offices and supplied on request to individuals or the Association. (The grievance forms referred to herein are attached to this agreement in the Appendix).
4. No censure or other adverse action will be taken by either party against any grievant or administrators participating in this grievance procedure.
5. A class action grievance may be filed, but must include the names of all individuals participating.

## **ARTICLE XX**

### **CALAMITY DAYS AND TIME LOST DUE TO ILLNESS**

No classified employee shall lose pay because of an epidemic or public calamity when school is closed by the superintendent or the Board. When the daytime high school is closed, the adult education director or supervisor, considering staff and student safety, will decide which adult programs will operate and which adult education personnel will report.

No classified employee shall be required to make up time lost due to an epidemic or public calamity, except that the Board reserves the right to re-schedule such time as is necessary to meet the minimum number of school hours as may be required to be eligible for foundation funds or to otherwise comply with any laws or regulations of the state or federal governments setting forth a minimum number of hours in a school year. The Association shall be consulted before the re-scheduling of the make-up time where scheduling would differ from the adopted school calendar for make-up time.

(For example, if eighteen hours are lost because of the school being closed due to an epidemic or public calamity, and it is not necessary to make up any of those hours in order to comply with Ohio law on the minimum number of hours, such hours will not be scheduled. However, if forty-two hours were lost because of school being closed because of an epidemic or public calamity, and it was necessary to make up twelve of those hours in order to comply with Ohio law, then classified employees would be expected to report to work on the make-up days inasmuch as they have previously been compensated for such time. Due to partner district transportation limitations, classified employees will be required to complete full work days even if the additional instructional time needed to meet the minimum number of hours is less than a full work day).

All rights to pay for time lost due to illness shall be governed by Article IX.

**ARTICLE XXI**  
**DISCIPLINE, PROGRESSIVE DISCIPLINE, DISCHARGE,**  
**AND PROBATIONARY PERIOD**

Each newly hired employee shall serve a probationary period of three (3) full school years. A full school year shall mean a school year of no less than 120 working days.

A probationary employee may have his/her contract non-renewed prior to June 1 of each of the employee's first three (3) contracts at the discretion of the superintendent. Such non-renewal decision will not be effective until the end of such employee's then current contract. The employee will be notified by his/her supervisor that the employee's contract will not be recommended for renewal for the forthcoming year. Any recommendation for non-renewal by a supervisor shall entitle the employee to an opportunity to meet with his/her supervisor and/or the superintendent prior to the recommendation being forwarded to the Board. The employee shall, upon written request, be granted an opportunity to speak to the Board prior to action being taken on the recommendation of non-renewal. The opportunity to speak to the Board shall be either in executive or public session, at the option of the employee. The employee may be accompanied by an Association representative at the Board meeting.

The superintendent, or his/her designee, shall have the right to reprimand, suspend with or without pay, discharge, or otherwise discipline an employee for good and just cause.

Except in instances wherein the employee is found guilty of misconduct or if the employee's presence represents a clear and present danger to students, employees, or the public, discipline shall be applied in a progressive and corrective manner.

An employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reasons for which he has been suspended or discharged. A suspension in accordance with this Article shall be for a specific number of consecutive days on which an employee would be regularly scheduled to work. Paid holidays occurring during a period of suspension shall be counted as work days for the purposes of the suspension only and the employee shall not be paid for the holiday.

An employee (and, at the request of the employee, the Association president) shall be given a copy of any reprimand or other disciplinary action entered on his/her personnel record within three (3) working days of action being taken.

Notwithstanding Article XIX, Grievance Procedures, whenever the imposition of disciplinary action results in termination of employment, or in a direct economic loss of more than three (3) days of pay in a school year, such disciplinary action will be subject to binding arbitration. The provisions of Article XIX, Grievance Procedures, will be applicable as to procedure except that:

In the case of termination of employment, the terminated employee, as well as the Association, may request binding

arbitration, using procedures to the extent applicable, under Step 4 and 5 of Article XIX, Grievance Procedures. In the event the terminated employee requests arbitration and the Association does not request arbitration, then the terminated employee may act in place of the Association under paragraph C of Article XIX, Grievance Procedures.

In arbitration matters involving discipline, the Board has the burden of proof and the arbitrator is expressly given the authority to modify (either by increasing or decreasing) the discipline which is the subject of the grievance.

The parties agree that in the event a grievance involving discipline is subject to binding arbitration, then the procedure of adjustment of such grievance is fair and complete and that it constitutes the sole and exclusive method for the adjustment of grievances.

## **ARTICLE XXII SALARIES**

Salaries shall be paid according to Appendix A which is attached to this agreement and made a part of this agreement.

All employees' payroll checks will be direct deposited into their selected financial institution account.

## **ARTICLE XXIII INSURANCE BENEFITS**

A. All full-time employees are eligible for the benefits in this article.

B. Hospitalization Insurance:

### Preferred Provider Organization (PPO)

For the 2022 plan year, the Board shall contribute 87% of the PPO premium. For the 2023 plan year, the Board shall contribute 86.5% of the PPO premium. For the 2024 plan year, the Board shall contribute 86.5% of the PPO premium.

### Alternative High Deductible Health Plan (HDHP)

i. The Board shall offer a HDHP with \$2,000/\$4,000 deductibles as an alternative to the PPO. For the 2022 plan year, the Board shall contribute 87% of the HDHP premium. For the 2023 plan year, the Board shall contribute 86.5% of the HDHP premium. For the 2024 plan year, the Board shall contribute 86.5% of the HDHP premium.

- ii. Employees enrolling in the HDHP shall have an individual Health Savings Account (HSA) in accordance with federal law. Employees may contribute to their individual accounts as allowed by law. The Board shall contribute amounts to each employee’s HSA as follows:

	First Full or Partial Plan Year	Subsequent Plan Year
Single Coverage	\$1,500	\$1,250
Employee + Child	\$3,000	\$2,500
Family Coverage	\$3,000	\$2,500
If a member opts to enroll in the HDHP he/she shall have his/her HSA credited upon enrollment by the Board with a lump sum amount of \$1,500 for a single plan insurance subscriber or \$3,000 for employee plus children or family plan insurance subscribers in his/her initial full or a pro-rated amount in the partial plan year of enrollment in the HDHP. Any subsequent years that the member is enrolled in the HDHP shall have the HSA credited in equal monthly amounts by the Board during the plan year.		

Employees who elect to participate in the HDHP/HSA option will reimburse the Board for any excess fractional amount of the Board’s HSA contribution for the plan year in which they leave employment or otherwise cease participation in the HDHP/HSA option.

C. Dental Insurance:

For the 2022 plan year, the Board shall contribute 87% of the dental insurance premium. For the 2023 plan year, the Board shall contribute 86.5% of the dental insurance premium. For the 2024 plan year, the Board shall contribute 86.5% of the dental insurance premium.

D. Plan:

The primary health insurance plan shall be at the choice of the Board, provided that any change in carriers will not lessen the current coverage, so long as such coverage is made available by the current insurance carrier. If the current insurance carrier will no longer offer all coverages currently in effect, then the Board shall notify the Association at least thirty (30) days prior to the effective date of any change in carrier or coverage.

E. Selection:

When spouses are both employed full-time by the Board, either two (2) single plans or one (1) family plan may be selected, but there will not be an option of two family plans. If one family plan is selected the other employee will complete an enrollment form indicating “ineligible” for coverage. In this case, both employees and eligible children will be covered under the family plan.

None of the insurance benefit coverage is automatic. To be covered an employee must complete appropriate applications as prescribed by the provider or its representative within thirty (30) days of his/her first day of work or Qualify Life Event, or wait until the next open enrollment period as determined by the insurance carrier.

The Board's obligation under this shall cease on the effective date an employee resigns or retires for any reason, or the effective date an employee's individual contract and employment are terminated for any reason or suspended due to a reduction in force, or the effective date an employee goes on a leave of absence without pay, except employees may continue insurance benefits coverage under those conditions set forth in 3313.202 of the O.R.C. by paying all premiums for such coverage, but such premium payments shall not be required more than thirty (30) days in advance of the insurance carrier's due date.

F. Change in Plans:

If the Board initiates any change in the plans or coverage, such will first have the advance agreement of the Association. However, changes initiated by the carriers will not be subject to negotiation if the Board does not have the means to control such changes.

G. Life Insurance:

A term life insurance policy will be purchased for each full-time employee for coverage no less than one and one-half times the employee's annual salary subject to carrier terms and conditions.

H. Waiver:

Full-time employees who fulfill their regular contract days have the option to waive their hospitalization and/or dental coverage for the plan year (January 1 to December 31). If the employee does not have insurance during a plan year, a stipend of \$2,500 for waived hospitalization and dental, a stipend of \$2,400 for waived hospitalization only, or a stipend of \$100 for waived dental insurance only will be paid to the employee by January 31 (subject to I.R.S. regulations) after the waived year.

If an employee resumes the medical and/or dental coverage during a plan year based on a Qualifying Life Event, a pro-rated stipend will be paid for the period when coverage was waived. The waiver will be paid by January 31 after the partially waived year.

New employees will be eligible to waive their medical and/or dental insurance coverage upon being hired by the Board. The stipend for eligible new employees will be on a pro-rated basis until the new plan year.

Full-time employees who retire, fulfill their contractual obligations, and elect to waive their medical and/or dental insurance coverage will be paid a pro-rated stipend for the period from January 1 through their retirement date.

When an employee and the employee's spouse or domestic partner are both employed by the Board, and either one has family or employee plus children coverage with the Board, they are not eligible for the above mentioned waiver.

I. Spousal Insurance Option:

The Board will pay a full-time employee, who is not eligible for the waiver in this article, a lump sum annual payment of \$1,800 for each plan year if:

1. the spouse or domestic partner, currently eligible to enroll in the Board's family hospitalization insurance, enrolls in at least a single coverage (individual) plan with his or her employer, other than Miami Valley Career Technology Center; and
2. the full-time employee acknowledges such enrollment via a spousal verification form and enrolls in either the Board's employee plus children or single hospitalization insurance.

The stipend for the spousal insurance option for eligible new employees will be on a pro-rated basis until the new plan year.

Full-time employees who retire, fulfill their contractual obligations, and elect to participate in the spousal insurance option will be paid a pro-rated stipend for the period from January 1 through their retirement date.

J. Eligibility for Insurance based on Carrier Terms:

An employee's eligibility and his/her dependent's eligibility for the insurance coverage and benefits of this article shall be governed by the terms, conditions and exclusions contained in the respective insurance policies, and if benefits are denied to any employee, his or her dependents or their heirs, executors or assigns by any insurance carrier, the Board shall not be liable in any way.

**ARTICLE XXIV**  
**TUITION REIMBURSEMENT**

The Board shall reimburse full-time classified employees for tuition paid to an accredited college or university for coursework directly related to the employee's area of responsibility or to prepare for other possible positions in the district.

The Board shall establish a separate account for the purposes of tuition reimbursement for full-time classified employees. The Board shall place \$3,000 in

said account for each year of this agreement. The balance will be zeroed out after annual disbursements are made.

Application for reimbursement must be made to the treasurer by September 1, for coursework completed between July 1 and June 30 of the previous school year. The treasurer shall tally the dollar amount requested and the number of semester hours completed for all requests. Quarter hours shall be converted to semester hours in accordance with established practice. If the total requested sum does not exceed the total funds in the account, all requests that meet the terms of this article will be fully reimbursed. If the total requested sum exceeds the total funds in the account, requests shall be reimbursed on a prorated basis on the number of semester hours taken.

- A. To be eligible for reimbursement the employee must meet the following qualifications:
  - a. Must be employed full-time and in good standing on September 1, for coursework completed between July 1 and June 30 of the previous school year
  - b. Application for tuition reimbursement must be made during the regular school year through the employee's supervisor and approved by the treasurer prior to the first class meeting
  - c. Coursework must be from an accredited college or university
  - d. Coursework must be directly related to the employee's area of responsibility or to prepare for other possible positions in the district
  - e. Provide the treasurer with an official transcript substantiating course completion and final grade of A, B, or equivalent
  - f. If the course is pass/fail, transcript must substantiate course was passed and a letter from the instructor/professor must be presented confirming a level of achievement of "B" or above work
  - g. No reimbursement shall be provided for audited coursework
  - h. Provide the treasurer with appropriate receipt documenting paid for coursework

The treasurer shall provide written approval/disapproval to the applicant no later than twenty (20) workdays after receipt of the application. If the application is not approved, the treasurer shall include reasons for the disapproval. The decision of the treasurer shall be final and binding and shall not be subject to the grievance procedure.

A single reimbursement payment for the entire year will be made to the staff member on the first regular pay in October. The maximum annual reimbursement for a staff member shall be \$500. Reimbursement shall be treated as income and shall be subject to taxation as required by IRS regulations.

## **ARTICLE XXV**

### **EFFECT OF AGREEMENT**

Should this agreement or any of its terms be in conflict with any of the terms of the Miami Valley Career Technology Center Staff Handbook, this agreement shall prevail.

Should this agreement be in conflict with any Board policy effective at the time this agreement is effective, this agreement shall prevail.

A memorandum of understanding is an agreement between the parties, recognizing a desire and a willingness to expand the scope of required bargaining, either to clarify an issue or to reach accord on a matter of mutual concern.

Such memorandum shall remain in effect for either period defined or for the duration of the agreement, as negotiated by the parties.

Memorandum of understanding shall be considered as an addendum to the agreement and subject to re-negotiation only by mutual consent of the parties.

This agreement represents the entire agreement between the Board and the Association.

#### **ARTICLE XXVI HEADINGS AND TITLES**

The headings, titles, subparagraph titles, and indices contained in this agreement are for convenience purposes only. Such are not a part of the agreement nor are to be used in construction or interpretation of this agreement.

#### **ARTICLE XXVII DURATION**

This agreement shall be effective as of the 1<sup>st</sup> day of July, 2021, and shall remain in effect through June 30, 2024.

Additionally, either party may give written notice of its intention to negotiate not more than 120 days and not less than 90 days prior to June 30, 2024. Negotiations shall begin no later than May 1, 2024.




IN WITNESS THEREOF, the parties hereunto have set their hands for:

MIAMI VALLEY CAREER  
TECHNOLOGY VOCATIONAL  
DISTRICT BOARD OF EDUCATION

MIAMI VALLEY CAREER  
TECHNOLOGY CENTER  
EMPLOYEES ASSOCIATION

By   
Superintendent

By   
President

Date 4/13/2021

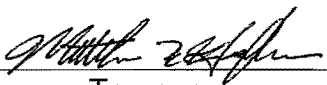
Date 4/13/2021

By   
Board President

By   
Negotiations Committee Member

Date 4/13/2021

Date 4/15/21

By   
Treasurer

By   
Negotiations Committee Member

Date 4/13/2021

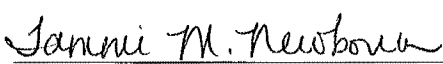
Date 4-15-2021

By   
Negotiations Committee Member

By   
Negotiations Committee Member

Date 4/13/2021

Date 04-15-2021

By   
Negotiations Committee Member

Date 4-15-2021

**APPENDIX A  
CLASSIFIED SALARY SCHEDULES**

**2021-22**

Schedule C (260 days)

Schedule D (260 days)

<b>Step</b>	<b>Per Day</b>	<b>Salary</b>	<b>Index</b>	<b>Per Day</b>	<b>Salary</b>	<b>Step</b>
1	\$149.06	\$38,757	0.96	\$156.52	\$40,696	1
2	\$155.28	\$40,372	1.00	\$163.05	\$42,392	2
3	\$163.04	\$42,390	1.05	\$171.20	\$44,512	3
4	\$170.80	\$44,409	1.10	\$179.35	\$46,631	4
5	\$178.57	\$46,427	1.15	\$187.50	\$48,751	5
6	\$186.33	\$48,446	1.20	\$195.66	\$50,870	6
7	\$194.09	\$50,465	1.25	\$203.81	\$52,990	7
8	\$201.86	\$52,483	1.30	\$211.96	\$55,110	8
9	\$209.62	\$54,502	1.35	\$220.11	\$57,229	9
10	\$217.39	\$56,520	1.40	\$228.26	\$59,349	10
14	\$236.02	\$61,365	1.52	\$247.83	\$64,436	14
20	\$245.34	\$63,787	1.58	\$257.61	\$66,979	20

**2021-22**

**Maintenance Technician**

Step	Index	Per Day	260 Days
1	1.00	\$162.70	\$42,301
2	1.04	\$169.20	\$43,993
3	1.09	\$177.34	\$46,108
4	1.14	\$185.47	\$48,223
5	1.19	\$193.61	\$50,338
6	1.25	\$203.37	\$52,876
7	1.30	\$211.50	\$54,991
8	1.35	\$219.64	\$57,106
9	1.40	\$227.77	\$59,221
10	1.45	\$235.91	\$61,336
14	1.58	\$257.06	\$66,835
20	1.64	\$266.82	\$69,373

**Instructional Assistant**

Step	Index	Per Day	190 Days
1	0.96	\$126.64	\$24,062
2	1.02	\$134.56	\$25,566
3	1.07	\$141.15	\$26,819
4	1.12	\$147.75	\$28,072
5	1.17	\$154.34	\$29,325
6	1.22	\$160.94	\$30,578
7	1.27	\$167.53	\$31,832
8	1.32	\$174.13	\$33,085
9	1.37	\$180.73	\$34,338
10	1.42	\$187.32	\$35,591
14	1.54	\$203.15	\$38,599
20	1.60	\$211.07	\$40,103

**Building Service Aide**

Step	Index	Per Day	260 Days
1	0.96	\$127.95	\$33,266
2	1.02	\$135.94	\$35,345
3	1.07	\$142.61	\$37,078
4	1.12	\$149.27	\$38,810
5	1.17	\$155.93	\$40,543
6	1.22	\$162.60	\$42,275
7	1.27	\$169.26	\$44,008
8	1.32	\$175.93	\$45,741
9	1.37	\$182.59	\$47,473
10	1.42	\$189.25	\$49,206
14	1.54	\$205.25	\$53,364
20	1.60	\$213.24	\$55,443

**Warehouse/Shipping/Receiving Clerk**

Step	Index	Per Day	260 Days
1	1.00	\$162.65	\$42,289
2	1.04	\$169.16	\$43,981
3	1.09	\$177.29	\$46,096
4	1.14	\$185.42	\$48,210
5	1.19	\$193.56	\$50,324
6	1.25	\$203.31	\$52,862
7	1.30	\$211.45	\$54,976
8	1.35	\$219.58	\$57,091
9	1.40	\$227.71	\$59,205
10	1.45	\$235.85	\$61,320
14	1.58	\$256.99	\$66,817
20	1.64	\$266.75	\$69,355

**I.T. Technician**

Step	Index	Per Day	200 Days
1	0.75	\$200.89	\$40,179
2	0.80	\$214.29	\$42,858
3	0.85	\$227.68	\$45,536
4	0.90	\$241.07	\$48,215
5	0.96	\$257.15	\$51,429
6	1.01	\$270.54	\$54,108
7	1.06	\$283.93	\$56,786
8	1.11	\$297.32	\$59,465
9	1.16	\$310.72	\$62,143
10	1.21	\$324.11	\$64,822
14	1.34	\$358.93	\$71,786
20	1.39	\$372.33	\$74,465

**Safety Officer**

Step	Index	Per Day	200 Days
1	0.96	\$150.76	\$30,153
2	1.02	\$160.19	\$32,037
3	1.07	\$168.04	\$33,608
4	1.12	\$175.89	\$35,178
5	1.17	\$183.74	\$36,749
6	1.22	\$191.60	\$38,319
7	1.27	\$199.45	\$39,890
8	1.32	\$207.30	\$41,460
9	1.37	\$215.15	\$43,031
10	1.42	\$223.01	\$44,601
14	1.54	\$241.85	\$48,370
20	1.60	\$251.27	\$50,255

## 2022-23

Schedule C (260 days)				Schedule D (260 days)		
Step	Per Day	Salary	Index	Per Day	Salary	Step
1	\$152.05	\$39,532	0.96	\$159.65	\$41,510	1
2	\$158.38	\$41,179	1	\$166.31	\$43,240	2
3	\$166.30	\$43,238	1.05	\$174.62	\$45,402	3
4	\$174.22	\$45,297	1.1	\$182.94	\$47,564	4
5	\$182.14	\$47,356	1.15	\$191.25	\$49,726	5
6	\$190.06	\$49,415	1.2	\$199.57	\$51,888	6
7	\$197.98	\$51,474	1.25	\$207.88	\$54,050	7
8	\$205.90	\$53,533	1.3	\$216.20	\$56,212	8
9	\$213.82	\$55,592	1.35	\$224.51	\$58,374	9
10	\$221.74	\$57,651	1.4	\$232.83	\$60,536	10
14	\$240.74	\$62,593	1.52	\$252.79	\$65,725	14
20	\$250.24	\$65,064	1.58	\$262.77	\$68,319	20

**2022-23**

**Maintenance Technician**

Step	Index	Per Day	260 Days
1	1.00	\$165.95	\$43,147
2	1.04	\$172.59	\$44,873
3	1.09	\$180.89	\$47,030
4	1.14	\$189.18	\$49,188
5	1.19	\$197.48	\$51,345
6	1.25	\$207.44	\$53,934
7	1.30	\$215.74	\$56,091
8	1.35	\$224.03	\$58,248
9	1.40	\$232.33	\$60,406
10	1.45	\$240.63	\$62,563
14	1.58	\$262.20	\$68,172
20	1.64	\$272.16	\$70,761

**Instructional Assistant**

Step	Index	Per Day	190 Days
1	0.96	\$129.17	\$24,543
2	1.02	\$137.25	\$26,077
3	1.07	\$143.98	\$27,355
4	1.12	\$150.70	\$28,634
5	1.17	\$157.43	\$29,912
6	1.22	\$164.16	\$31,190
7	1.27	\$170.89	\$32,468
8	1.32	\$177.61	\$33,747
9	1.37	\$184.34	\$35,025
10	1.42	\$191.07	\$36,303
14	1.54	\$207.22	\$39,371
20	1.60	\$215.29	\$40,905

**Building Service Aide**

Step	Index	Per Day	260 Days
1	0.96	\$130.50	\$33,931
2	1.02	\$138.66	\$36,052
3	1.07	\$145.46	\$37,819
4	1.12	\$152.25	\$39,586
5	1.17	\$159.05	\$41,354
6	1.22	\$165.85	\$43,121
7	1.27	\$172.65	\$44,888
8	1.32	\$179.44	\$46,655
9	1.37	\$186.24	\$48,423
10	1.42	\$193.04	\$50,190
14	1.54	\$209.35	\$54,431
20	1.60	\$217.51	\$56,552

**Warehouse/Shipping/Receiving Clerk**

Step	Index	Per Day	260 Days
1	1.00	\$165.90	\$43,135
2	1.04	\$172.54	\$44,860
3	1.09	\$180.83	\$47,017
4	1.14	\$189.13	\$49,174
5	1.19	\$197.42	\$51,330
6	1.25	\$207.38	\$53,918
7	1.30	\$215.67	\$56,075
8	1.35	\$223.97	\$58,232
9	1.40	\$232.26	\$60,389
10	1.45	\$240.56	\$62,545
14	1.58	\$262.13	\$68,153
20	1.64	\$272.08	\$70,741

**I.T. Technician**

Step	Index	Per Day	200 Days
1	0.75	\$204.91	\$40,983
2	0.80	\$218.57	\$43,715
3	0.85	\$232.23	\$46,447
4	0.90	\$245.90	\$49,179
5	0.96	\$262.29	\$52,458
6	1.01	\$275.95	\$55,190
7	1.06	\$289.61	\$57,922
8	1.11	\$303.27	\$60,654
9	1.16	\$316.93	\$63,386
10	1.21	\$330.59	\$66,118
14	1.34	\$366.11	\$73,222
20	1.39	\$379.77	\$75,954

**Safety Officer**

Step	Index	Per Day	200 Days
1	0.96	\$153.78	\$30,756
2	1.02	\$163.39	\$32,678
3	1.07	\$171.40	\$34,280
4	1.12	\$179.41	\$35,882
5	1.17	\$187.42	\$37,484
6	1.22	\$195.43	\$39,086
7	1.27	\$203.44	\$40,688
8	1.32	\$211.45	\$42,290
9	1.37	\$219.46	\$43,891
10	1.42	\$227.47	\$45,493
14	1.54	\$246.69	\$49,338
20	1.60	\$256.30	\$51,260

## 2023-24

Schedule C (260 days)				Schedule D (260 days)		
Step	Per Day	Salary	Index	Per Day	Salary	Step
1	\$155.85	\$40,520	0.96	\$163.65	\$42,548	1
2	\$162.34	\$42,208	1	\$170.47	\$44,321	2
3	\$170.46	\$44,319	1.05	\$178.99	\$46,537	3
4	\$178.57	\$46,429	1.1	\$187.51	\$48,753	4
5	\$186.69	\$48,540	1.15	\$196.04	\$50,969	5
6	\$194.81	\$50,650	1.2	\$204.56	\$53,185	6
7	\$202.93	\$52,761	1.25	\$213.08	\$55,401	7
8	\$211.04	\$54,871	1.3	\$221.61	\$57,617	8
9	\$219.16	\$56,981	1.35	\$230.13	\$59,833	9
10	\$227.28	\$59,092	1.4	\$238.65	\$62,049	10
14	\$246.76	\$64,157	1.52	\$259.11	\$67,368	14
20	\$256.50	\$66,689	1.58	\$269.34	\$70,027	20

**2023-24**

**Maintenance Technician**

Step	Index	Per Day	260 Days
1	1.00	\$170.10	\$44,226
2	1.04	\$176.90	\$45,995
3	1.09	\$185.41	\$48,206
4	1.14	\$193.91	\$50,417
5	1.19	\$202.42	\$52,629
6	1.25	\$212.62	\$55,282
7	1.30	\$221.13	\$57,493
8	1.35	\$229.63	\$59,705
9	1.40	\$238.14	\$61,916
10	1.45	\$246.64	\$64,127
14	1.58	\$268.76	\$69,877
20	1.64	\$278.96	\$72,530

**Instructional Assistant**

Step	Index	Per Day	190 Days
1	0.96	\$132.40	\$25,157
2	1.02	\$140.68	\$26,729
3	1.07	\$147.57	\$28,039
4	1.12	\$154.47	\$29,349
5	1.17	\$161.37	\$30,660
6	1.22	\$168.26	\$31,970
7	1.27	\$175.16	\$33,280
8	1.32	\$182.05	\$34,590
9	1.37	\$188.95	\$35,901
10	1.42	\$195.85	\$37,211
14	1.54	\$212.40	\$40,355
20	1.60	\$220.67	\$41,928

**Building Service Aide**

Step	Index	Per Day	260 Days
1	0.96	\$133.77	\$34,779
2	1.02	\$142.13	\$36,953
3	1.07	\$149.09	\$38,765
4	1.12	\$156.06	\$40,576
5	1.17	\$163.03	\$42,387
6	1.22	\$170.00	\$44,199
7	1.27	\$176.96	\$46,010
8	1.32	\$183.93	\$47,822
9	1.37	\$190.90	\$49,633
10	1.42	\$197.86	\$51,445
14	1.54	\$214.58	\$55,792
20	1.60	\$222.95	\$57,966

**Warehouse/Shipping/Receiving Clerk**

Step	Index	Per Day	260 Days
1	1.00	\$170.05	\$44,213
2	1.04	\$176.85	\$45,982
3	1.09	\$185.36	\$48,193
4	1.14	\$193.86	\$50,403
5	1.19	\$202.36	\$52,614
6	1.25	\$212.56	\$55,267
7	1.30	\$221.07	\$57,477
8	1.35	\$229.57	\$59,688
9	1.40	\$238.07	\$61,899
10	1.45	\$246.57	\$64,109
14	1.58	\$268.68	\$69,857
20	1.64	\$278.88	\$72,510

**I.T. Technician**

Step	Index	Per Day	200 Days
1	0.75	\$210.03	\$42,007
2	0.80	\$224.04	\$44,807
3	0.85	\$238.04	\$47,608
4	0.90	\$252.04	\$50,408
5	0.96	\$268.84	\$53,769
6	1.01	\$282.85	\$56,569
7	1.06	\$296.85	\$59,370
8	1.11	\$310.85	\$62,170
9	1.16	\$324.85	\$64,971
10	1.21	\$338.86	\$67,771
14	1.34	\$375.26	\$75,052
20	1.39	\$389.26	\$77,853

**Safety Officer**

Step	Index	Per Day	200 Days
1	0.96	\$157.62	\$31,525
2	1.02	\$167.48	\$33,495
3	1.07	\$175.69	\$35,137
4	1.12	\$183.90	\$36,779
5	1.17	\$192.10	\$38,421
6	1.22	\$200.31	\$40,063
7	1.27	\$208.52	\$41,705
8	1.32	\$216.73	\$43,347
9	1.37	\$224.94	\$44,989
10	1.42	\$233.15	\$46,631
14	1.54	\$252.86	\$50,571
20	1.60	\$262.71	\$52,542

**APPENDIX B  
MIAMI VALLEY CAREER TECHNOLOGY CENTER  
STEP II GRIEVANCE (FORM 1) - CLASSIFIED**

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

Name: \_\_\_\_\_

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

Employee's Supervisor: \_\_\_\_\_

Briefly state the problem, indicating the date grievance occurred and provisions of the agreement allegedly violated:

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

Remedy Sought: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Did you discuss this problem with your supervisor prior to filing this grievance? \_\_\_\_\_  
If so, please give the date \_\_\_\_\_ and name of the person you discussed it with  
\_\_\_\_\_.

\*\*\*\*\*'

STEP II RESPONSE:

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



STEP III (FORM 2)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

The disposition of this grievance at Step II has not been satisfactory. I find it necessary to appeal this grievance to Step III for the following reasons:

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DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

STEP III RESPONSE:

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

# APPENDIX C

MIAMI VALLEY CAREER TECHNOLOGY CENTER

## Clerical Evaluation

Name: \_\_\_\_\_

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

Position: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Attendance & Punctuality	Superior	Appropriate	Improvement Needed
Arrives at work on time			
Returns from breaks and/or lunch on time			
Arranges for lateness or time off in advance			
Begins work promptly			
Reports to work daily			
Comments:			

Knowledge of Work	Superior	Appropriate	Improvement Needed
Understands what to do daily			
Grasps instructions quickly			
Understands why certain functions are performed			
Strives to increase knowledge of job			
Comments:			

Quality of Work	Superior	Appropriate	Improvement Needed
Produces accurate work			
Is thorough in work			
Produces work that is neat			
Exhibits good skills in typewriting, shorthand, bookkeeping, filing, grammar, mathematics, spelling, office machines, capitalization, proofreading, punctuation, telephoning, and public relations (If not, underline the area where the employee needs help.)			
Comments:			

Quantity of Work	Superior	Appropriate	Improvement Needed
Produces the expected volume of work per task			
Meets the quantity standards you have set for the job			
Is efficient in use of time			
Comments:			

Attitude	Superior	Appropriate	Improvement Needed
Shows initiative			
Asks questions when necessary			
Is enthusiastic about work			
Accepts suggestions			



MIAMI VALLEY CAREER TECHNOLOGY CENTER

**Maintenance Evaluation**

Name: \_\_\_\_\_

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

Position: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Attendance & Punctuality	Superior	Appropriate	Improvement Needed
Arrives at work on time			
Returns from breaks and/or lunch on time			
Arranges for lateness or time off in advance			
Begins work promptly			
Reports to work daily			
Comments:			

Knowledge of Work	Superior	Appropriate	Improvement Needed
Understands what to do daily			
Grasps instructions quickly			
Understands why certain functions are performed			
Strives to increase knowledge of job			
Comments:			

Quality of Work	Superior	Appropriate	Improvement Needed
Generally does the job right the first time			
Can see details and tries to do a complete job			
Knows when to ask questions			
Takes good care of equipment			
Work sat trying to improve skills			
Comments:			

Quantity of Work	Superior	Appropriate	Improvement Needed
Produces the expected volume of work per task			
Meets the quantity standards you have set for the job			
Is efficient in use of time			
Comments:			

Attitude	Superior	Appropriate	Improvement Needed
Shows initiative			
Asks questions when necessary			
Is enthusiastic about work			
Accepts suggestions			
Willing to work with and for others			
Asks for additional work when out of work			
Comments:			



**Certification of Health Care Provider for  
Employee's Serious Health Condition  
under the Family and Medical Leave Act**

**U.S. Department of Labor  
Wage and Hour Division**



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

### SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: \_\_\_\_\_  
*First*
*Middle*
*Last*
- (2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*
- (3) The medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy)  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*
- (4) Employee's job title: \_\_\_\_\_ Job description (  is /  is not) attached.  
 Employee's regular work schedule: \_\_\_\_\_  
 Statement of the employee's essential job functions: \_\_\_\_\_

*(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)*

### SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: \_\_\_\_\_

Health Care Provider's name: (Print) \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

**PART A: Medical Information**

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

**Inpatient Care:** The patient ( has been /  is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): \_\_\_\_\_

**Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)  
Due to the condition, the patient ( has been /  is expected to be) incapacitated for *more than* three consecutive, full calendar days from \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).

The patient ( was /  will be) seen on the following date(s): \_\_\_\_\_  
\_\_\_\_\_

The condition ( has /  has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

**Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).

**Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

**Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

**Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

**None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: \_\_\_\_\_

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) \_\_\_\_\_

**PART B: Amount of Leave Needed**

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient ( had /  will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): \_\_\_\_\_

- (6) Due to the condition, the patient ( was /  will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) \_\_\_\_\_

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

- (7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

- (8) Due to the condition, the patient ( was /  will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it ( was /  is /  will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per ( day /  week /  month) and are likely to last approximately \_\_\_\_\_ ( hours /  days) per episode.



Employee Name: \_\_\_\_\_

**PART C: Essential Job Functions**

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee ( was not able /  is not able /  will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

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

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
<b>Inpatient Care</b>
<ul style="list-style-type: none"><li>• An overnight stay in a hospital, hospice, or residential medical care facility.</li><li>• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.</li></ul>
<b>Continuing Treatment by a Health Care Provider (any one or more of the following)</b>
<p><b><u>Incapacity Plus Treatment:</u></b> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none"><li>○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,</li><li>○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.</li></ul>
<p><b><u>Pregnancy:</u></b> Any period of incapacity due to pregnancy or for prenatal care.</p>
<p><b><u>Chronic Conditions:</u></b> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p><b><u>Permanent or Long-term Conditions:</u></b> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p><b><u>Conditions Requiring Multiple Treatments:</u></b> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

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

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**



**APPENDIX F**  
**MIAMI VALLEY CAREER TECHNOLOGY CENTER**  
**REQUESTING DONATION OF SICK LEAVE FORM**

I, \_\_\_\_\_, am requesting \_\_\_\_\_ days of donated sick leave to begin on \_\_\_\_\_.

Donation of sick leave will be in accordance with O.R.C. 3319.141 and Article IX of the Miami Valley Career Technology Center agreement.

The purpose of the sick leave fund is to give additional days of sick leave to employees who either themselves or whose spouses or children experience catastrophic and/or life threatening illness. If the employee has exhausted all of their sick, personal and vacation leave, the employee may receive a donation of sick leave days.

For purposes of this procedure, the term “catastrophic and/or life threatening illness” shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to the following:

- Accident resulting in multiple fractures or amputation of a limb
- AIDS
- ALS (amyotrophic lateral sclerosis)
- Cancer
- Cerebral palsy, muscular dystrophy
- Condition causing paralysis
- Hemophilia
- Mental illness (requiring hospitalization)
- Rare disease
- Severe burn involving over 20 percent of the body
- Severe head injury requiring hospitalization
- Spinal cord injury
- Stroke or cerebrovascular accident

The following exclusions apply; however, complications related to these exclusions may qualify as a catastrophic condition. A list of examples that constitute exclusions is shown below for guidance only and is not considered an all-inclusive list.

- Elective surgery
- Bariatric/Weight loss surgery, except when performed for a life-threatening condition
- Sprains/strains (wrist, hand, knee, ankle, back)
- Maternity cases, except in extraordinary cases related to the birth of the child when the employee is designated as disabled and is unable to work
- Tubal ligation/vasectomy

- Hysterectomies not related to cancer treatments
- Cosmetic surgeries, not including reconstructive surgeries
- Knee and hip replacement
- Shoulder/rotator cuff tear surgery
- Carpal tunnel/hand/finger surgery
- Ankle and foot surgery
- Stress/Depression related illness

The assistant superintendent of operations in collaboration with the Association president will be responsible for the management and record keeping of the sick leave fund. The decision of the assistant superintendent of operations and Association president shall be final and binding and shall not be subject to the grievance procedure. If the assistant superintendent of operations and Association president cannot agree on whether a donation is warranted, the Board, at its cost, shall request the employee seeking the benefits of the sick leave fund to be examined by a physician of the Board's choosing, in consultation with the employee's attending physician, to determine whether the employee's condition would qualify as calamitous in nature.

An employee may request a donation of sick leave days after they have been out for a minimum of twenty (20) consecutive days for a catastrophic and/or life threatening illness. All requests will be made to the assistant superintendent of operations.

Each employee may donate two (2) days of their sick leave per fiscal year. If more days are donated than requested, a lottery system will be used to determine which employee's donated days will be accepted and converted to sick leave for the requestor. Each donated sick leave days will equal one (1) day of sick leave donated to the employee.

An employee may only receive twenty (20) donated sick leave days per fiscal year.

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Employee Signature

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Date

**APPENDIX G  
MIAMI VALLEY CAREER TECHNOLOGY CENTER  
DONATION OF SICK LEAVE FORM**

\_\_\_\_\_ is requesting sick leave donations. If you wish to donate according to the guidelines listed, please fill out this form and return it to the assistant superintendent of operations by \_\_\_\_\_.

Guidelines for Donating Days to the Sick Leave Fund

1. Employees are limited to donating two (2) days per fiscal year
2. Once an employee has donated a day it cannot be withdrawn
3. Days cannot be donated for the purpose of increasing an employee's severance pay

I, \_\_\_\_\_, agree to donate one (1) day of my accumulated sick  
(Print Name)  
leave to be used by \_\_\_\_\_. I have read the guidelines for  
(Print name of requesting employee)  
donating to the sick leave fund and agree to the terms of donating the day. I further understand that if more days are donated than requested, that donations will be determined by lottery.

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

\_\_\_\_\_  
Date

---

(For Office Use Only)

\_\_\_\_\_ Thank you for your donation. The day you have donated will be deducted from your accumulated sick leave balance

\_\_\_\_\_ Thank you for your donation; however, your day was not needed. You may donate at a later time

**APPENDIX H  
MIAMI VALLEY CAREER TECHNOLOGY CENTER  
TUITION REIMBURSEMENT REQUEST FORM**

This form is to be completed prior to the first class meeting.

Name: \_\_\_\_\_ Department: \_\_\_\_\_

COURSE TITLE: \_\_\_\_\_

University offering course: \_\_\_\_\_

Department: \_\_\_\_\_

Number of Credit Hours: \_\_\_\_\_ Type: (circle one) semester quarter

Date(s) of Course: \_\_\_\_\_

Location: \_\_\_\_\_ Time: \_\_\_\_\_

COURSE OBJECTIVES \_\_\_\_\_

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

Indicate how this college course supports your Professional Development Plan:

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

\_\_\_\_\_  
Supervisor Approval

\_\_\_\_\_  
Treasurer

\_\_\_\_\_ Approved \_\_\_\_\_ Rejected

Reason(s) for rejection: \_\_\_\_\_

\_\_\_\_\_

Application for reimbursement must be made to the treasurer by September 1, for course work completed between July 1 and June 30 of the previous school year. The treasurer shall tally the dollar amount requested and the number of semester hours completed for all requests. Quarter hours shall be converted to semester hours in accordance with established practice. If the total requested sum does not exceed the total funds in the account, all requests that meet the terms of this article will be fully reimbursed. If the total requested sum exceeds the total funds in the account, requests shall be reimbursed on a prorated basis on the number of semester hours taken.

**APPENDIX I  
MIAMI VALLEY CAREER TECHNOLOGY CENTER  
REQUEST FOR PAYMENT OF TUITION REIMBURSEMENT**

Must be completed prior to September 1, for coursework completed between July 1 and June 30 of the previous school year

Name: \_\_\_\_\_ Department: \_\_\_\_\_

COURSE TITLE: \_\_\_\_\_

University offering course: \_\_\_\_\_

Department: \_\_\_\_\_

\_\_\_\_\_ Letter Grade Received

\_\_\_\_\_ Transcript Attached

\_\_\_\_\_ Receipt documenting paid for course work

\_\_\_\_\_  
Treasurer Approval for Payment

\_\_\_\_\_ Rejected

Reason(s) for rejection:

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

Application for reimbursement must be made to the treasurer by September 1, for course work completed between July 1 and June 30 of the previous school year. The treasurer shall tally the dollar amount requested and the number of semester hours completed for all requests. Quarter hours shall be converted to semester hours in accordance with established practice. If the total requested sum does not exceed the total funds in the account, all requests that meet the terms of this article will be fully reimbursed. If the total requested sum exceeds the total funds in the account, requests shall be reimbursed on a prorated basis based on the number of semester hours taken.