

GREENVILLE PUBLIC SCHOOLS
1414 Chase Road
Greenville, Michigan

District Support Staff Personnel Handbook

2010-2013



SUPPORT STAFF PERSONNEL HANDBOOK

FORWARD

This Handbook is written in an effort to keep you informed of employment expectations, salary schedules, fringe benefits, and working conditions. If you do not find an answer to questions you may have in this Handbook, please ask your immediate supervisor or administrator, or contact a Central Office administrator.

Your job is one of many that add up to the total operation of our schools. We sincerely believe you and your job are important and essential. May your duties be performed with pride and satisfaction.

We trust that your employment with Greenville Public Schools will be rewarding for you and for those with whom you work, and ultimately for the many young people the school district is charged with educating.

AGREEMENT

This Agreement made and entered into this ____th day of _____, 2010 by and between the Board of Greenville Public Schools and the Greenville Public Schools Support Staff Association.

The term "Board" shall include Administrators authorized to act as representatives of the Board.

RECOGNITION

The Board hereby recognizes this Association as the exclusive bargaining representative for those identified as the District Support Staff Personnel.

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ACKNOWLEDGEMENT

I have received, read, understand and will voluntarily comply with the contents of this handbook.

Support Staff Handbook

Signature of Employee

Date

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I. RECOGNITION

A. The Board recognizes the Support Staff as the following employee classifications:

1. Central Office Clerical
2. District Secretaries
3. Technology Technicians
4. Payroll
5. Auditorium Technician
6. Production Coordinator
7. Warehouse Worker
8. Dispatch

II. QUALIFICATIONS

A. Applicants being considered for any support staff vacancy will be selected based upon the level (quality) of their credentials. The areas to be considered are:

- | | |
|---------------|-------------------------|
| 1. Skill | 6. Personality |
| 2. Ability | 7. High moral character |
| 3. Training | 8. Good physical health |
| 4. Experience | 9. Previous work record |
| 5. Aptitude | |

B. The provisions of this handbook shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status. The employee shall be entitled to full rights of citizenship, and no lawful, religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee, provided that no such activities shall interfere with the proper performance of the employee's duties.

III. CONDITIONS OF EMPLOYMENT

A. Application

Each person seeking a support staff position with the Greenville Public Schools must complete a job application. This form can be obtained at the Central Services Facility.

B. Physical Examination

Prior to beginning work, some classifications of employees including but not limited to Technology Technicians, Auditorium Technician and Warehouse Worker must obtain a pre-employment physical examination from a licensed

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Doctor of Medicine as designated by the Board. The form to be used by the physician can be picked up at the Central Services Facility.

Prior to beginning work, a new employee may be required to have a back x-ray.

In addition, the Board reserves the right to require additional examinations of a physical or mental type when it is deemed necessary. Each employee shall, as a condition of continued employment, take any such physical or mental examination that may be required by the Board. The Board shall pay the total cost.

C. Credit for Outside Experience

At the conclusion of the probationary period, each employee will be placed on the appropriate step of the salary schedule. An employee must work 51 percent of his/her scheduled work year in order to be eligible to move to the next step on the salary schedule for the ensuing year.

Previous work experience credit may be given to a new employee. The employee receiving such credit will not be placed upon an experience step until completion of the probationary period.

D. Probationary Period

Each new employee, other than those working on temporary assignment, will serve a 60 working day probationary period. Employment during the probationary period shall be on a day-to-day basis. No paid fringe benefits, except health insurance for those eligible employees, will accrue during the 60-day period of time. Health insurance will become effective on the first day of the next month following employment, if eligible. Other fringe benefits based on eligibility become effective on the first day of the month following the 60 working day probationary period.

E. Hours, Work Year, Lunch Period, Relief Periods, and Overtime Pay

Working Hours-	Per individual employment agreement.
Work Year	- Per individual employment agreement.
Lunch Break	- Unpaid, duty-free per building schedule.
	Relief Break - Fifteen (15) minutes paid for a.m. if scheduled over two hours. Fifteen (15) minutes paid for p.m. if scheduled over two (2) hours.
Overtime	- Time and one-half will be paid to eligible employees for each hour in excess of forty (40) hours per week. All overtime must be pre-approved by immediate supervisor.

1. Supervisors will make every effort to avoid calling an employee to work who is off on any scheduled leave day. In certain circumstances, an employee may be required to work on a scheduled leave day. In that event the employee will be credited comparable leave for a minimum of two hours and to the next full hour after. For example, if a staff member is called in for one hour and fifteen minutes, they would have two hours added back in

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to their leave time. Another example would be if a staff member is called in for four hours, they would have four hours added back in to their leave time.

2. When required to attend a training outside of the district which requires hours beyond the employee's hours per day of work time, the following compensation structure will be followed:

- Employees shall be compensated their hourly rate for all time participating in the training.
- Employees shall be compensated for travel time to and from the conference location from work or home (whichever is less) at the following rate:

15 to 30 miles	½ hour pay
31-60 miles	1 hour pay
61-90 miles	1 ½ hours pay
91-120 miles	2 hours pay
121-150 miles	2 ½ hours pay
151-180 miles	3 hours pay

*Mileage to be determined by
Supervisor and Member

mutual agreement between

F. Drug-Free Schools and Communities Act

The 1989 Amendments to Drug-Free Schools and Communities Act requires Greenville Public Schools to maintain a work place and educational environment free from the unlawful possession, use, sale, manufacture, distribution or dispensation of illegal drugs and alcohol on school district premises, work sites or as part of any of its educational activities. The Act as amended also requires that the district notifies employees of the requirements of the Act and provide certification by October 1, 1990, to the Michigan Department of Education, and/or the U. S. Department of Education, that it has complied with the requirements of the Act.

Any employee involved in the unlawful possession, use, sale, manufacture, distribution or dispensation of illegal drugs or alcohol on school district premises, work sites or off campus education activities shall be subject to appropriate personnel action in accordance with the standards for discipline set forth in the relevant collective bargaining agreements, and local, state, and federal laws, up to and including termination. In appropriate cases, such personnel action may include the opportunity to participate satisfactorily in a substance abuse assistance or rehabilitation program.

Employees are advised that an Employee Assistance Program (EAP) has been established. Further, substance abuse counseling is one of the services that is available through the program. All requests for information and/or referrals to the EAP will be handled on a confidential basis.

G. Service Record

For all purposes except seniority, the service record of an employee will be computed from the date of hire as a regular and continuous employee into the School District.

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IV. RETIREMENT

The Board may require early retirement for any employee whose physical or mental health, as determined by a qualified Doctor of Medicine, makes it impossible for the employee to meet the normal obligations of his or her regular assignment. The Board shall assume the expense of the medical/mental examination.

V. SEPARATION

A. Resignation

In order to give sufficient opportunity to train new employees, employees are requested to give notice of resignation as far in advance as possible of the actual date of leaving. Two (2) weeks is considered minimum notice.

B. Suspension/Dismissal

The Central Office Administration may suspend, without pay, or dismiss any employee for misconduct or failure to properly perform their assigned duties of employment.

C. Termination

Employment of employees may be terminated for one (1) of the following causes:

1. Quit.
2. Discharge for cause.
3. Failure to report for work without notice or appropriate excuse.
4. Continuous layoff of more than two (2) years.
5. Retirement.
6. Failure to return to work at the expiration of a leave of absence.
7. Falsification in connection with obtaining a leave of absence.
8. Falsification on initial employment application.

The hiring of and discharging of employees shall be the exclusive right of the Central Office Administration. An employee who terminates his/her employment in good standing and has given at least two (2) weeks advance written notice shall be paid for any unused vacation allowance accumulated.

VI. DISCIPLINARY ACTION

Disciplinary action taken against an employee by his/her immediate supervisor shall be committed in writing by said administrator, and a copy of said action shall be given to the employee involved. A copy of said action shall also be forwarded to the Central Services Facility to be placed in the employee's personnel file.

VII. EMPLOYEE EVALUATION

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All employees shall be evaluated on a written basis at least once every two (2) years. The evaluation will be completed by the employee's immediate supervisor or designee and shall be completed by April 1 of the work year. The employee will retain a copy of the evaluation with the original copy being placed in the personnel folder of the employee.

VIII. EMPLOYEE CONDUCT

All employees are expected to conduct themselves in a courteous, friendly, and businesslike manner, remembering that they are representing the Greenville Public Schools.

Citizens of the community are to be treated with respect and courtesy. If unusual situations arise, an employee shall report them to the administrator in charge of the building to which assigned.

It is expected that all employees will maintain friendly relations with their co-workers. However, should a situation arise where an apparent conflict of interest is evident, the employee shall report said conflict to the administrator in charge of the building to which assigned.

All employees should treat students with respect and courtesy. An employee should never use corporal punishment. If cases of student misconduct arise, an employee should report the situation to the appropriate administrator.

Employee misconduct may be reason for administrative reprimand. Gross employee misconduct shall be just cause for suspension and/or dismissal.

IX. CHEMICAL DEPENDENCY

Greenville Public Schools recognizes chemical dependency as a treatable illness. District employees who are so diagnosed shall receive the same consideration, benefits, and opportunity for treatment that are extended to employees with other types of illnesses. Refer to Attachment B, as required by Section 5145 of the Drug-Free Schools and Communities Act of 1986, as amended by Section 22 of the Drug-Free Schools and Communities Act Amendments of 1989 (P.A. 101-226), concerning chemical dependency.

X. VACANCIES - TEMPORARY TRANSFERS

Under normal circumstances, vacancies in positions will be posted in all school buildings and may be posted externally. Any employee wishing to change positions should notify the Central Services Facility in writing of the positions desired.

For the efficient and uninterrupted operation of the school where circumstances are beyond the control of the school, the employee may be transferred to another assignment on a temporary basis. If such an assignment carries a higher hourly rate of pay, the higher rate will be paid for the temporary length of service. This is not intended for short-term assignments such as vacation coverage, etc.

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XI. EMPLOYEE BENEFITS

A. Health Insurance

The Board will pay a prorated portion of the cost of the Board Approved Health Insurance Program for each eligible employee. (See Appendix F)

The employee shall pay the difference between the Board contribution and the cost of the selected plan through payroll deduction.

A single person qualifies for individual membership under group provisions. If a husband and wife are both employed by the Board, they may select one of the coverages, but shall not receive double coverage.

The above health insurance benefits will not be provided to an employee if duplicate benefits are being provided from another employer, it being the intention not to provide duplicate health coverage.

B. Option Plan - Annuity

Eligible employees not electing health insurance shall receive one hundred forty dollars (\$140.00) per month. (Reference Appendix F.)

C. Life Insurance

Each eligible employee shall receive Forty Thousand Dollars (\$40,000) of group term life insurance including A & D. (Reference Appendix F.)

Life insurance coverage will terminate on the last day worked. Employees will have 31 days to convert to an individual policy.

D. Dental Insurance

Each employee working a minimum of 40 hours per week shall receive dental insurance as specified by the Board of Education. (Reference Appendix F.)

E. Long-Term Disability Insurance

Each employee working a minimum of 40 hours per week shall receive long-term disability insurance as specified by the Board of Education. (Reference Appendix F.)

F. Vision Plan

Each eligible employee will be provided vision insurance coverage. (Reference Appendix F.)

G. Leave Time (Sick, Individual & Bereavement)

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Employees (excluding Auditorium Technician and Production Coordinator) will be given leave days at the beginning of the school year as follows:

- | | |
|-----------------------------------|---------|
| a. Ten month employees | 12 days |
| b. Eleven month employees | 13 days |
| c. Full year employees (12 month) | 14 days |

All leave days for newly hired employees will be based on the percentage of the year worked.

Leave days must be used for sickness (employee and immediate family), bereavement for friends and relatives not covered in the Bereavement Section below and individual leave days. A maximum of three (3) individual leave days can be used annually for personal business. Employees need not specify a reason when applying for leave days for personal business.

Employees can accumulate leave days with no maximum accumulation. Unused individual leave days are converted to sick leave days at the end of the employee work year.

Employees may choose to be paid at the end of each fiscal year for all days accumulated in excess of their base number of days indicated in the table below at a rate of one-half (1/2) of the daily guest teacher rate up to a maximum of \$500 per year.

- | | |
|-----------------------------------|---------|
| a. Ten month employees | 36 days |
| b. Eleven month employees | 39 days |
| c. Full year employees (12 month) | 42 days |

The leave base for those employees who have accumulated more than the numbers of days indicated above as of 6/30/99 will be the number of days accumulated on 6/30/99.

It will be the responsibility of the employee to notify the Business Office by May 1 for any requested reimbursement.

At the discretion of the superintendent or his designee, if one of these employees suffers a long term illness, disability and/or trauma that causes them to use at least 30 sick days, their base will be adjusted to either:

- their current unused sick days; or
- the base number of days for either 10 month, eleven month or full-year employees above; whichever is higher

Bereavement: Three (3) days of bereavement leave per occasion, which shall not be charged to leave days will be allowed for the following family members: spouse, child, stepchild, parent, stepparent, grandparent, grandchild, brother, sister, or mother/father-in-law. Days in excess of three (3) will be charged to leave days.

Sick Leave

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Sick leave may be used when personal illness or injury results in an employee's inability to work, and for such other cases as are authorized by the terms of this Agreement. Paid sick leave shall terminate when the employee's accumulated sick leave has been exhausted. (See FMLA)

A physician's certification or other evidence satisfactory to the Board shall, upon written request, be furnished to substantiate the Employee's inability to work because of personal illness or injury. In all cases where more than three (3) consecutive sick leave days occur, the employee is required to present a statement from a doctor indicating that their health is satisfactory prior to returning to work. Misuse of sick leave or falsification of reasons for any paid or unpaid leave of absence shall result in loss of such pay and be grounds for disciplinary action up to and including discharge.

An employee who exhausts their paid leave before being able to return to work shall be granted unpaid leave of absence. Such leave may be renewed for additional periods by the Board upon application. The Board may require medical evidence supporting the employees need for such leave and their ability to resume work upon completion of such leave. Sick leave and vacation time will not be earned during a period of unpaid leave (See FMLA)

To be eligible for sick leave, as much advance notice as possible must be given, and in no case later than one (1) hour before the scheduled starting time. This notice requirement does not apply when the employee becomes ill after beginning work.

No regular employee shall forfeit accumulated sick leave during approved leave of absence periods. However, the employee shall not be eligible to accrue additional paid leave while on such leave of absence.

Worker's Compensation

If an employee is injured on the job, they must immediately report such injury to their supervisor. As soon as possible thereafter, they must also make a complete injury report to the Central Office administration.

During the first ten (10) calendar days following the injury, the employee must, except in extreme emergency situations, utilize the Board's designated doctor/clinic for initial treatment.

A doctor of the employee's choice may be used after this initial treatment period. The employee is required to notify the Board of any decision to change doctors.

Employees who have accumulated sick days and are absent because of illness or injury compensable under the Workers' Compensation laws shall receive the difference between Workers' Compensation payments and their normal pay. To the extent the Board pays employees that portion of their salary that is not reimbursed under the Workers' Compensation laws, the amount of such payments shall be charged against the employee's accumulated sick leave credit.

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Sick leave is not accumulated during a period of Workers' Compensation leave.

Vacation time is not accumulated during a period of Workers' Compensation leave.

Individual Leave

Individual leave is intended to cover matters that cannot be attended to outside working hours or during vacations. It is further understood that such leave shall ordinarily not be granted for the day immediately preceding or following a vacation period or holiday. An exception to the aforementioned restriction will be for registered chaperones on the Senior Mystery Trip scheduled for the Friday before Memorial Day. (If an individual leave day is not used for this event, the employee will not be paid for the holiday.)

Individual leaves must be prearranged and approved by the employee's supervisor. One-week advance request for such leave shall be given except in cases of emergency.

The use of Individual Leave Days on Inclement Weather Days will not require pre-approval. It is understood that the use of an Individual Leave on an Inclement Weather Day will be dependent upon whether the employee has such leave available to them. In addition, the employee will be charged their full contractual day for that day.

H. **Severance Pay**

In appreciation for services to the School District, a terminal payment of One Hundred Dollars (\$100.00) per year of service in the district will be paid upon retirement, in accordance with the Michigan Public School Employees Retirement System, provided the employee shall have been employed in the School District for at least ten (10) years. If the employee shall have been employed at least twenty (20) years in the district, a terminal payment of One Hundred Dollars (\$100.00) per year of service shall be made upon resignation from the district.

I. **COBRA Coverage**

Upon termination of employment, reduction in work hours, death, divorce, legal separation from spouse, eligibility for Medicare, or termination of "dependent child" status, an employee, and/or spouse and children, may be eligible for temporary health insurance "continuation coverage" under the Federal Law (ADMINISTRATOR-272 Title X-COBRA). The employee, and/or spouse and children have 60 days from the date of a qualifying occurrence, to notify the Central Office of his/her desire to continue coverage. Continuation coverage will be at the employee's expense under the provisions as stipulated in LP-272 (COBRA-1986). The regular monthly COBRA subscriber group rate premium must be paid to the payroll office by the 15th of the month prior to the month of coverage.

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All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provision of the policy and rules and regulations of the carrier.

The Board, by payment of the premiums required for insurance protection, shall be relieved of all liability with respect to the benefits and coverage provided. Disputes between employees and the insurance company are not subject to the Grievance Procedure established in this handbook.

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J. Miscellaneous Provisions

In the event a qualified employee is terminated or laid off during the school year, health insurance shall be continued until the employee has received the pro-rata portion of the 12-month insurance year earned at the time of the termination or resignation. All other insurance coverages will terminate when active employment is terminated or as specified by the policy in effect. (See FMLA exemption, Appendix D and COBRA Coverage, Section X.I.)

Board paid premiums terminate at time of resignation, layoff, discharge or unpaid leave. (reference "COBRA Coverage")

Board paid premiums for employees qualifying for Workers Compensation will terminate after a 90 day period of absence from work.

K. Legal Commitments and Transactions

Absence with pay and not chargeable against sick leave shall be granted when an employee is called for jury duty, except that the district will pay only the difference between the per diem rate of the employee and the amount received for jury duty.

Absence with pay and not chargeable against sick leave shall be granted for a court appearance as a witness in any case connected with the school or whenever the employee is subpoenaed to attend such proceedings. The school will pay only the difference between the per diem rate of the employee and the amount received for services as a witness. This regulation will not be in effect in any case in which an employee brings suit against the school district.

L. Vacations

Twelve (12) month employees are entitled to vacation benefits as follows:

One (1) or more continuous full years of employment as of July 1 - Two (2) weeks.

Seven (7) or more continuous full years of employment as of July 1 -- Three (3) weeks.

Fourteen (14) or more continuous full years of employment as of July 1 -- Four (4) weeks.

Eligible employees who have not completed a full year of employment as of July 1 are entitled to a prorated portion of a first year vacation benefit based upon the percentage of the year employed. At that point the person would work from July 1 each year in figuring vacation benefits. Such an individual would not be eligible for three (3) weeks vacation until June 30 of the year in which seven (7) consecutive years had been served.

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In order for the first year of employment to qualify as the first full year of continuous employment, as referred to above, an employee must be district compensated for at least 51% of the scheduled work days in that work year.

Once eligible for vacation, an employee serving in their final year of employment will be awarded vacation at the time of termination which will be proportionate to the part of the school year that they worked.

Procedure:

- a. All employees should submit district vacation forms for approval to the Central Office.
- b. All days will be recorded at the Central Office.
- c. The annual cut-off date for use will be June 30. Vacations are granted each July 1 and they must be used by the following June 30.
- d. A maximum of up to five (5) vacation days can be carried over to the next year or be paid at your preceding year daily rate. Unused days beyond the five (5) days will be annually cleared from the record.

Example: June 30, 2000 Five (5) days unused vacation days
July 1, 2000 Ten (10) new vacation days granted
Fifteen (15) total vacation days

Option: Maximum of five (5) unused days paid at the employee's daily rate if not used. (Previous year.)

Persons entering a twelve (12) month position from a former position of less than twelve (12) months shall be given a prorated number of days.

The first (1st) year of service for vacation shall be prorated on number of hours worked that year from July 1 to June 30. The anniversary date will be the July 1 date following the date of being employed as a twelve (12) month employee.

Eligible employees will be given a prorated amount of time for less than a full year worked. The prorated amount will be based on actual hours worked each year, accumulated and divided by 2,000 hours, which shall determine actual years to qualify toward number of years of service.

Any new employee, or an employee being transferred with a prorated part of a year, shall be rounded up or down. Rounding shall be under five tenths (.5) down and five tenths (.5) or over up.

M. Holidays

1. The following days will be considered paid non-working days: (Twelve (12) month employees)
 - a. New Year's Day
 - b. Good Friday, if school is not in session
 - c. Memorial Day
 - d. Fourth of July
 - e. Friday before Labor Day, if students and staff are not scheduled.

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- f. Labor Day
- g. Thanksgiving
- h. Day after Thanksgiving
- i. Day before Christmas
- j. Christmas Day

When any of the foregoing holidays, excluding the day before Christmas, is celebrated on a Tuesday or a Thursday, the preceding Monday or the following Friday, respectively, shall also be recognized as a holiday.

If New Year's Day or July 4 falls on a Wednesday or Friday, the preceding day will also be recognized as a paid holiday. If New Year's Day, July 4, or the day before Christmas falls on a Saturday, the paid holiday will be celebrated on the preceding Friday. If the day before Christmas falls on a Sunday, the paid holiday will be celebrated on the preceding Friday.

- 2. The following days will be considered paid non-working days: (Ten (10)/eleven (11) month employees
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Day after Thanksgiving
 - d. Memorial Day
 - e. Good Friday, if school is not in session
- 3. Should a legal holiday fall on Saturday, employees will have the preceding Friday as a paid non-working day. If the holiday falls on a Sunday, employees will have the following Monday as a paid non-working day.
- 4. For those qualifying for paid holidays, the scheduled work day prior to a holiday and the scheduled work day following the holiday must be worked by the employee in order to receive the benefit.

N. Special Events During the School Year

Employees having an immediate family member participating in Greenville Public Schools secondary honors events will be allowed time off with pay to attend. Immediate family for these purposes will be defined as child, step child, grandchild or step grandchild.

- 1. Attendance at Honors Week assemblies and Swing-out will be excused with pay for employees having a graduate or underclassman receiving an award in their immediate family. Employees must return to their workstation immediately after the event's conclusion to qualify for pay.
- 2. Attendance at GMS student awards assemblies for students who are members of the employees' immediate family. Employees must return to their workstation immediately after the event's conclusion

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to qualify for pay unless the program concludes at a time when the employee is not scheduled to work.

In both cases if the employee cannot be excused (covered) without hiring a substitute, the employee will need to use any available leave time to attend these functions.

In all cases stated above, arrangements should be made in advance with the immediate supervisor.

O. MATERNITY LEAVES

Section 1 - A pregnant employee must use accumulated sick leave for a maternity leave of absence where she intends to absent herself and does absent herself from work only for the duration of her actual physical disability as a result of the childbirth and recovery wherefrom, without regard for any aspect of caring for or feeding the child.

An employee, who elects this type of maternity leave, must, at least 30 days prior to her expected date of delivery, provide Central Office Administration with notice of the probable dates of the commencement and termination of her leave.

Before the employee may return to work, she must provide the Board with a written certification from a physician stating that she is physically able to return to work. The duration of this leave depends solely upon the employee's period of actual physical disability as verified by a physician's certificate.

The Board reserves the right to require the employee to submit to a physical examination by a Doctor of Medicine designated by the Board to determine whether she is physically able to return to work.

Section 2 - An unpaid maternity leave of absence will be granted to a pregnant employee who requests to be absent from work for a period in excess of her actual physical disability relating to the childbirth and recovery wherefrom.

Such leave shall begin at a time that is reasonable under all of the circumstances. A medical statement indicating the probable date of delivery shall be provided prior to the commencement of such leave. Such leave cannot exceed 18 months.

The employee shall be re-employed at the beginning of a new school year within 18 months after the birth of the child, providing that 60 days advance notice in writing of her desire to return is given, a satisfactory medical report is furnished showing that the employee is able to resume her duties, and that there is a vacancy at that time for which the employee is qualified to fill.

XII. UNPAID LEAVES

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At the discretion of the Central Office Administration, employees may be granted an unpaid leave during any school year subject to the following conditions:

1. Written application requesting a leave under this section must be received by the Central Office Administration at least 15 working days prior to the beginning of the leave. The leave request must include approval of the employee's immediate supervisor. Leave requests will be processed on the first-come, first-serve basis except those employees who have not previously taken a leave will have first priority.
2. Support staff may be allowed up to five (5) unpaid leave days per school year. An unpaid leave will not be granted to any employee more than once during a school year. Unused days are non-accumulative. In addition, the leave days provided under this section are not to be added onto a normal paid vacation leave or taken on a work day immediately before or following a holiday.
 - ★ Under special circumstances, requirements stated in paragraph two (2) for five (5) unpaid leave days and/or more than once during the school year may be waived, with the approval of the immediate supervisor and the Chief Operations Officer. Denial of waiver is not subject to the grievance procedure.
3. Approval for leaves under this section is dependent upon a qualified substitute being available. Leaves will not be approved even though a qualified substitute is available when the work load is deemed to be unadjustable.
4. Denial of any application for such leave will not be subject to the Procedure for Suggestions and Complaints (Section XVII).
5. Any employee who takes off an unapproved leave ~~without permission~~ or exceeds the number of days allowed in any one (1) year will be subject to disciplinary action up to and including discharge.
6. Family Medical Leave Act - See Appendix E.

XIII. INCLEMENT WEATHER DAYS

1. Employees are expected to work six and one-half (6-1/2) hours each inclement weather day (staff working on a less than eight (8) hour daily schedule will be pro-rated) with start time to be coordinated with their immediate supervisor. Full pay will be received for these days.
2. Employee may request release from reporting to work (see paragraph one (1) up to two (2) paid inclement days in emergencies when school has been closed for students. These days must have approval by the supervisor/principal and must be made up as per paragraph 1. Staff should report unless conditions are unsafe.

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3. Employees will receive regular pay for those days when the district is closed because of extremely severe inclement weather. (This includes probationary employees.)
4. Individual Leave may be used on Inclement Weather Days. Note Section G. Leave Time, Individual Leave for specifics.

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XIV. SENIORITY / RECORD OF SERVICE

A. Seniority Listings / Record of Service

1. Seniority shall be defined as the length of continuous service to the district in a classification and shall date from an employee's most recent starting date of employment in that classification by the district.
 - a. Employees shall be placed on the appropriate seniority list within their classification.
 - b. The Board will correct any error in the seniority list upon discovery and verification.
2. The Board will prepare and maintain a Record of Service list showing the length of service in each classification.
 - a. Employees leaving one classification for another classification shall maintain (without increase) their seniority in the former classification at the time of transfer and will begin acquiring seniority in the new classification at the time of transfer.
3. In the event that more than one (1) employee has the same starting date, length of service will be determined by lot. Employees shall lose their length of service credit if they:
 - a. Quit or are discharged for just cause
 - b. Fail to return from a recall
 - c. Fail to return from a leave of absence or fail to comply with the conditions of any leave of absence.
 - d. Retire

XV. GRIEVANCE PROCEDURES

- A. An employee who believes he/she has a valid basis for grievance shall discuss the grievance informally and on a verbal basis with their immediate supervisor within ten (10) business days of the occurrence of the event. The immediate supervisor shall investigate the complaint and reply with an answer to the complaint within five (5) business days. If this does not resolve the issue, the employee may initiate formal grievance steps as outlined below.

Step 1 - A written statement of the grievance signed by the complainant shall be submitted to the Chief Operations Officer within five (5) business days of receipt of answers to the informal complaint. The Chief Operations Officer shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.

Step 2 - If the complainant wishes to appeal the decision of the Chief Operations Officer, he/she may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Chief Operations Officer's response. The superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

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Step 3 - If the complainant remains unsatisfied, he/she may appeal through a signed, written statement to the Board of Education within five (5) business days of his/her receipt of the superintendent's response in Step 2. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.

Step 4 - If at this point the grievance has not been satisfactorily settled, further appeal may be made to: **Office for Civil Rights, Department of Education, Washington, D.C. 20201.**

Inquiries concerning the non-discriminatory policy may be directed to: **Director, Office for Civil Rights, Department of Education, Washington, D.C. 20201.**

The Chief Operations Officer, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

XVI. LAYOFF AND RECALL

- A. In the event a layoff becomes necessary, probationary employees in the classification affected shall be laid off first. If further layoffs are necessary, they shall be made by seniority within the classification affected, provided the employee(s) retained is qualified to satisfactorily perform the work remaining to be done without significant training or orientation.
1. Employees whose positions have been eliminated shall be transferred to the same classification position held by the least senior person in the bargaining unit for which they are qualified to displace.
 2. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) working days prior to the effective date of the layoff.
 3. Laid-off employees may continue their health insurance by paying the regular monthly COBRA subscriber group rate premium to the payroll office by the fifteenth (15th) of the month prior to the month of coverage. This group health insurance coverage will be limited by the policies of the carrier.
- B. The Board shall recall a laid off employee to a vacant position in their classification, in reverse order of layoff.
1. No new employee shall be hired until an attempt has been made to recall qualified bargaining unit members on lay off status who have seniority in the classification in which the vacancy occurs. There shall be no obligation to post a vacant bargaining unit position in these circumstances.
 2. An employee shall retain such recall rights for a period of two (2) years after layoff, provided that such period may be extended for an additional

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period of one (1) year upon written request. An employee shall return to work within ten (10) working days after notice of recall is given or lose such recall rights. An employee who accepts a recall position which is a lesser work schedule than the last position held shall maintain recall rights by seniority.

C. Reduction in Hours

1. If the Board determined to reduce an employee's hours or weeks, the employee shall have the right to trade assignments with the least senior employee within their classification whose assigned hours are equal to the affected employee's previously assigned hours or weeks. Such transfer of assignments is expressly conditioned upon both employees being qualified to assume the full responsibilities of the assignment to which they will be transferred without significant training or orientation and can demonstrate within 30 days.

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**APPENDIX A
CENTRAL OFFICE CLERICAL
2007-2008**

	STEP	AMOUNT	
Central Office Secretary	0	\$12.81	
	1	\$13.49	
	2	\$14.14	
	Add \$.25 per hour for Asst. Supt. Secy.	3	\$14.87
		4	\$15.78
	10	\$16.08	
	15	\$16.13	
	20	\$16.18	
	25	\$16.23	
	30	\$16.28	
Central Office Superintendent's Secretary	0	\$15.21	
	1	\$15.78	
	2	\$16.43	
	3	\$16.96	
	4	\$18.35	
	10	\$18.65	
	15	\$18.70	
	20	\$18.75	
	25	\$18.80	
	30	\$18.85	
Central Office Accounts Payable	0	\$15.06	
	1	\$15.70	
	2	\$16.38	
	3	\$17.08	
	4	\$17.81	
	10	\$18.11	
	15	\$18.16	
	20	\$18.21	
	25	\$18.26	
	30	\$18.31	

SALARY CHECKS AND DEDUCTIONS

Clerical staffs are considered "hourly employees" under Department of Labor wage guidelines; therefore, hours worked as reported by time cards will be paid bi-weekly. Federal withholding tax, state withholding tax, Social Security (FICA), and other deductions will be made where required by law or authorized by the employee.

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APPENDIX B DISTRICT SECRETARIES 2007-2008

	STEP	AMOUNT
District Secretary	0	\$12.81
	1	\$13.49
Principal's Secretary Premium \$0.25 per Hour	2	\$14.14
	3	\$14.87
	4	\$15.78
	10	\$16.08
	15	\$16.13
	20	\$16.18
	25	\$16.23
	30	\$16.28

SALARY CHECKS AND DEDUCTIONS

Clerical staffs are considered "hourly employees" under Department of Labor wage guidelines; therefore, hours worked as reported by time cards will be paid bi-weekly. Federal withholding tax, state withholding tax, Social Security (FICA), and other deductions will be made where required by law or authorized by the employee.

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APPENDIX C

The following Non-affiliated individuals or groups will be subject to employment conditions in accordance with the provisions of the Support Staff Contractual Handbook.

- Technology Technicians
- Payroll
- Auditorium Technician
- Production Coordinator
- Warehouse Worker
- Dispatch

Longevity for the above shall be paid in percentage based on the following percentages:

<u>Step</u>	<u>Longevity Amount</u>
<u>10</u>	<u>2%</u>
<u>15</u>	<u>2.3%</u>
<u>20</u>	<u>2.6%</u>
<u>25</u>	<u>2.9%</u>
<u>30</u>	<u>3.3%</u>

SALARY CHECKS AND DEDUCTIONS—Applies to any of the above who are not salaried employees

Non-salaried employees are considered "hourly employees" under Department of Labor wage guidelines; therefore, hours worked as reported by time cards will be paid bi-weekly. Federal withholding tax, state withholding tax, Social Security (FICA), and other deductions will be made where required by law or authorized by the employee.

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APPENDIX D

SEXUAL HARASSMENT

The Board of Education recognizes that a staff member's right to freedom from employment discrimination includes the opportunity to work in an environment untainted by sexual harassment. Sexually offensive speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the District and intolerable in a work place to which the students of this District are exposed.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision, or when such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.

The sexual harassment of any employee of this District is strictly forbidden. Any employee of this District who is found to have sexually harassed another employee of this District or any other person participating in the District's educational function will be subject to discipline, up to and including discharge. Any employee who has been subject to or witnessed sexual harassment in the work place is requested and encouraged to report the sexual harassment to an appropriate supervisor or to the assistant superintendent and to cooperate in any subsequent investigation.

The superintendent shall instruct all support staff and agents of this District to recognize and correct speech and behavior patterns that may be sexually offensive whether or not they are used with an intent to offend.

Any employee or agent of the District who sexually harasses or abuses any student will be subject to discipline, up to and including discharge, and such misconduct will be reported to non-school authorities pursuant to applicable law.

LEGAL REFERENCE: 29 CFR 1604.11

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APPENDIX E

GREENVILLE PUBLIC SCHOOLS FAMILY AND MEDICAL LEAVE POLICY

PURPOSE:

The District's Family and Medical Leave Policy allows eligible employees to take up to twelve weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employee's newborn child, newly-adopted child, newly-placed foster child, or a child, parent or spouse with a serious health condition.

The following provisions provide information about the policy. Please read the policy carefully and keep it for future reference. Additional information and forms relating to Family and Medical Leaves are available from the Central Offices.

DEFINITIONS:

What Does a "Twelve-month" Period Mean? The District has adopted the rolling twelve-month method of calculating FMLA leave entitlement. Pursuant to this method, FMLA leave entitlement is based upon how much FMLA leave an employee has taken the preceding twelve months, measured backwards from the date the leave is to commence.

Who Qualifies as a "Spouse"? "Spouse" under this policy means a husband or wife, and does not include unmarried domestic partners. If both spouses work for the school district, their total leave in any twelve-month period may be limited to an aggregate of twelve weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.

Who Qualifies as a "Parent"? "Parent" under this policy means a biological parent or an individual who stood in place of a biological parent (*in loco parentis*) to the employee when the employee was a child. Parents-in-law do not meet this definition.

Who Qualifies as a "Child"? "Child" under this policy means a child (son or daughter) either under eighteen years of age, or eighteen years of age or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or legal ward.

What Type of Ailment Qualifies as a "Serious Health Condition" under this Policy? A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care (an overnight stay), (2) a period of incapacity requiring continuing treatment by a healthcare provider, (3) a period of incapacity due to pregnancy or for prenatal care, (4) a period of incapacity or treatment for chronic or permanent/long-term conditions (e.g., asthma, diabetes, epilepsy, cancer), or (5) a period of absence to receive multiple treatments by a healthcare provider for a non-chronic condition that, if left untreated, could result in a period of incapacity of more than three consecutive calendar days (e.g., dialysis for kidney disease or chemotherapy for cancer).

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By way of example, “continuing treatment by a healthcare provider” includes a period of incapacity of more than three (3) consecutive calendar days (including subsequent treatments or periods of incapacity relating to the same condition) that requires treatment on two or more times by a healthcare provider or treatment once by a healthcare provider that results in a regime of continuing treatment under the supervision of a healthcare provider (e.g., a course of prescription drugs, physical therapy).

Unless complications arise, the common cold, flu, upset stomachs, headaches, routine dental problems and cosmetic treatments do not meet the definition of “serious health condition.”

Please contact the Central Office for a more complete definition of “serious health condition.”

Who Qualifies as an “Instructional Employee”? Under this policy, “Instructional Employee” means a person whose principle function is to teach and instruct students in a class, a small group or an individual setting. This term includes teachers and may encompass paraprofessionals or auxiliary personnel principally engaged in direct delivery of instruction (e.g., signers for hearing impaired). This definition ***excludes*** auxiliary personnel such as counselors, aides, psychologists, social workers and non-instructional support personnel.

Who Is the “District” under this Policy? “District” means the Greenville Public Schools. This policy shall be implemented by the superintendent or his/her designee.

GENERAL:

Who is Eligible? If you have worked at least 1250 hours during the twelve-month period prior to commencement of the leave, you are eligible for FMLA leave after you have completed at least one year of service.

When Can I Take FMLA Leave? Eligible employees may use FMLA leave for one or more of the following reasons:

The birth of a child and care for a newborn;

The care for a newly-adopted child or child recently placed in an employee’s home for foster care;

To care for a spouse, child or a parent (but not parent-in-law) who has a serious health condition; or

An employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

Family leave to care for a newborn child or for adoption or foster care placement of a child must be completed within twelve months of the birth, adoption or placement of the child.

How Much Leave is Available Under the FMLA Policy? Eligible employees may take up to twelve weeks of unpaid leave during any twelve-month rolling period for a purpose which qualifies for a leave under the FMLA policy. The twelve-month rolling period is calculated backwards from the date the requested leave commences.

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An eligible part-time employee is entitled to leave on a pro-rata basis.

If spouses are both employed by the District and both are eligible for FMLA leave, spouses may take up to a combined total of twelve weeks of leave for the birth and care of a newborn child, the placement of a child in the spouse's home for adoption or foster care, or the care of a seriously ill parent. This limitation does not apply to the care of a spouse or child with a serious health condition or to the employee's own serious health condition. For example, if spouses each take four weeks to care for a newborn child, each spouse will have eight weeks remaining within the twelve-month period to use for other kinds of FMLA leaves, if necessary.

NOTICE:

When Should I Give Notice of the Need for FMLA Leave? If the need for FMLA leave is foreseeable, you must give at least thirty-days notice of your intent to use the leave (*i.e.*, for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member). If the employee fails to give thirty-days notice, the District reserves the right to delay the employee's FMLA leave until at least thirty days after the employee makes the leave request. When the need for FMLA is unexpected, you must provide notice as soon as possible after the need for the leave is known.

At the time of requesting any time off work, employees are required to complete District-approved forms for leave utilization. When any time off work is requested, the District will inquire about the circumstances to determine if the requested time off appears to qualify as FMLA leave. Any time off work request determined by the District to qualify as FMLA leave will be credited against the employee's FMLA leave for the twelve-month rolling period described in Section 2(A) of this policy. Employees will be told whether the time off work requested is determined to be FMLA leave before the start of the requested leave, or as soon thereafter as practical.

SUBSTITUTION OF PAID LEAVE TIME:

FMLA leaves are **unpaid** leaves, but there are several ways in which the District's policies on salary continuation, sick days and vacation pay work in conjunction with certain kinds of FMLA leaves to provide you with some form of income during such a leave.

Employees must exhaust earned and/or accrued paid time off. When time off work which qualifies as FMLA leave is to be taken, employees may first be required to exhaust earned and/or accrued paid time off which will be credited against their FMLA leave. For example, if an employee has earned and/or accrued paid vacation or personal leave, the District may require that the employee first apply that leave time to his/her FMLA leave until the earned and/or accrued paid leave time is exhausted. The District may also require that any earned and/or accrued paid vacation or personal/sick leave be exhausted before the employee takes any unpaid FMLA leave to care for the employee's own serious health condition or that of a spouse, child or parent (where permitted for the latter purpose under the contract or policy governing the employee). Any remaining FMLA leave to which the employee is entitled will then be taken on an unpaid basis. An Employee also is entitled to substitute accumulated paid leave off for FMLA leave.

District Notification of FMLA Leave. Once the District receives notice (or sufficient information) that leave is being taken for an FMLA required reason, the District shall (within

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two business days, absent extenuating circumstances) notify the employee, in writing, that accrued paid leave (as described above) has been designated as FMLA leave.

MEDICAL CERTIFICATION:

If an employee requests FMLA leave due to a serious health condition or to care for a parent, child or spouse with a serious health condition, the employee will be required to provide medical certification from a healthcare provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long. Forms for this purpose will be provided by the Central Office when the employee notifies the District of the need for the leave. Employees must provide the requested medical certification within fifteen (15) days of being supplied with the necessary certification form from the Central Office or a request for FMLA leave may be delayed or denied.

After an employee submits the required medical certification, the District may require, at its option and its expense, that a medical certification be obtained from a healthcare provider of the District's own choosing to verify the need for the requested FMLA leave. If the first and second certifications differ, the District may require, at its option and at its own expense, that a third certification be obtained from a third healthcare provider who is jointly selected by the prior two healthcare providers. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second certification.

The District may also require periodic medical recertification at its own expense. The District also retains the right to require the employee who is absent on FMLA due to his/her own serious health condition to present a medical certification on return to work. Failure to provide this information will delay restoration of employment and may result in separation from employment status.

INTERMITTENT/REDUCED LEAVE SCHEDULE:

If an employee needs intermittent leave, or leave on a reduced leave schedule (or if the intermittent/reduced leave is allowed for the birth of a child or for placement of a child for adoption or foster care), the employee must advise the District why the intermittent/reduced leave schedule is necessary. An employee must meet with the District and attempt to work out a leave schedule which meets the employee's needs for leave without unduly disrupting the District's operations. The employee should meet with the District before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the District may, in certain instances, require an employee to attempt to reschedule treatment.

The District may assign an employee to an alternative position with equivalent pay and benefits, but not necessary equivalent job duties, which better accommodate the employee's intermittent or reduced leave schedule. The District may also transfer the employee to a part-time job with the same rate of pay and benefits, but the employee will not be required to take more leave than is medically necessary. Where benefits (e.g., vacation) are based on the number of hours worked, the employee will receive appropriate benefits, based upon hours worked. When a transfer to a part-time position has been made to accommodate an intermittent or reduced leave schedule, the District will continue group health benefits on

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the same basis as provided for full-time employees until the twelve weeks of FMLA leave are used.

Intermittent and reduced leave schedules are available to all employees for pre-natal care, to attend to a serious health condition requiring periodic treatment by a healthcare provider, because the employee (or family member) is incapacitated to a chronic serious health condition, or because of childbirth, adoption or foster care placement.

If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member having a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the instructional employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the District may require the instructional employee to choose either to: (1) take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or (2) transfer temporarily to an available alternative position for which the instructional employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the instructional employee's regular assignment.

BENEFITS:

What Happens to my Benefits While on Leave? During the period of an approved FMLA leave, your health insurance will continue uninterrupted, but if you make a contribution toward your coverage, you must make arrangements to continue your contributions during the term of your leave in order to continue your basic health insurance coverage at existing levels. Failure of an employee to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage, if the employee's contribution is more than thirty (30) days late. If the employee's premiums are in arrears, the District shall provide the employee at least fifteen (15) days written notice prior to cancelling insurance plan coverage.

Except as required under COBRA, the District's obligations to maintain health benefit premium contributions for an employee on FMLA ceases when: (1) the employment relationship would have terminated, irrespective of the FMLA leave (e.g., reduction in force); or (2) when the employee advises the District of intent not to return from leave; or (3) when FMLA expires and the employee has not returned from leave.

Employee contributions will be required either through payroll deduction or by direct payment to the Business Office. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to any change in premium rates that occur while the employee is on leave.

If the District remits any employee premium contributions in arrears from the employee while on FMLA leave, the employee will be required to reimburse the District for delinquent payments (through authorized payroll deduction or otherwise) upon return from leave. If the employee fails to return from unpaid family/medical for reasons other than: (1) the continuation, recurrence or onset of a serious health condition of the employee or a covered family member, or; (2) circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), the District may seek reimbursement from the employee for the portion of the premiums paid by the District on behalf of that employee (also known as the "employer contribution) during the period of

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leave, excluding period where the District or the employee has substituted paid leave for FMLA leave.

An employee is not entitled to seniority or benefits accrual (e.g., holidays, vacations) during period of unpaid leave, unless otherwise specified by the terms of a collective bargaining agreement or individual contract of employment. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date leave began.

What if I'm off Work on a Workers' Comp Leave? If you have a work-related illness or injury that qualifies as a "serious health condition" under this policy, time away from the job for which you receive Workers' Compensation payments will be considered an FMLA leave and will reduce your entitlement to up to twelve weeks of FMLA leave in any twelve month period.

RETURN TO WORK:

What Position Will I Be Placed in after My Leave? Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The definition of an "equivalent" position may be accomplished through a collective bargaining agreement between the District and labor organization having exclusive representation rights in a defined bargaining unit of District employees.

Even If I'm an Instructional Employee? If an instructional employee begins leave under the Family and Medical Leave Act more than five (5) weeks before the end of a semester, the District may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the instructional employee would return to work during the three (3) week period immediately before the conclusion of the semester.

If an instructional employee begins leave under FMLA (other than for the instructional employee's own serious health condition) during the five (5) week period before the end of a semester, the District may require that leave be taken until the end of the semester if the instructional employee would return to work during the two (2) week period immediately before the end of the semester and if the leave period is to last more than two (2) weeks.

If an instructional employee begins leave under FMLA (other than for the instructional employee's own serious health condition) during the three-week period before the end of a semester and the leave will last more than five (5) working days, the District may require the instructional employee to take leave until the end of the semester.

KEY EMPLOYEES:

Who Qualifies a "Key" Employee? A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid 10% of District employees.

Are "Key" Employees Entitled to Job Restoration? While the District will not deny FMLA leave to an eligible key employee, the District may deny job restoration to a key employee where the restoration of the key employee to employment will cause the District substantial and grievous economic injury or substantial, long-term economic injury.

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How do I Know if I Qualify as a “Key” Employee? Each employee who is designated as a "key" employee will be notified of that fact when he/she requests FMLA leave, or at the commencement of such leave, whichever occurs first, or if the notice cannot be given then because of the need to determine whether the employee is a "key" employee, as soon thereafter as practical.

In any situation where the District determines that it will deny restoration or employment to a key employee, the District will issue a hand-delivered or certified letter to the key employee explaining the basis of the finding that the required injury to the District exists. Additionally, the District will inform the "key" employee of the potential consequences with respect to reinstatement of health benefits should employment restoration be denied. Where practical, the District will communicate this determination prior to the commencement of the FMLA leave; the key employee may then take FMLA leave or forego it. If the FMLA leave has already commenced, the key employee will be provided a reasonable time in which to return to work after being notified of the District's decision to deny reinstatement.

When will the District determine whether or not to reinstate a “Key” Employee on FMLA Leave? If a key employee does not return to work in response to the District's notification of its decision to deny restoration of employment, the District will continue to provide the key employee with health benefits (to the extent of the FMLA leave period) and the District will not seek to recover its cost of health benefit premiums. A key employee's FMLA rights will continue until the employee gives notice he/she no longer wishes to return to work or until the District denies reinstatement at the end of the leave period. The key employee has the right, at the end of the FMLA leave period, to request reinstatement and the District will reevaluate the extent of its injury due to the requested reinstatement based on the facts at that time.

If the District again determines that the reinstatement will still cause the injury, the key employee will be notified in writing by hand-delivered or certified letter of the denial of his/her reinstatement to employment. If the District finds that reinstatement will not result in the required injury, the key employee will be granted reinstatement.

FAILURE TO RETURN FROM LEAVE:

The failure of an employee to return to work upon expiration of FMLA will subject the employee to termination unless an extension is granted. An employee who requests an extension of FMLA leave due to the continuation, recurrence or onset of her or his own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. Medical certification or recertification will be required in connection with requests for leave extension.

EFFECT OF COLLECTIVE BARGAINING AGREEMENTS:

All provisions of this policy shall prevail except as modified by, or as may be inconsistent with, any applicable collective bargaining agreement between the District and any labor organization having exclusive representation rights in a defined bargaining unit of District employees. To the extent that this policy conflicts with the terms of such collective bargaining agreement(s), those agreement(s) shall prevail to the extent of such conflict or inconsistency where the contract provides greater rights to the employee than are otherwise secured through FMLA.

Appendix F
 EMPLOYEE BENEFIT AND ELIGIBILITY_CO-PAY CHART*
 2007-2008_School Year

Coverages	Hours/Day	10 Month	11 Month	12 Month
Single Health Vision Life	7	\$850	\$880	\$1,000
Up to Full Family Vision Life Health Dental Long-Term Disability	8	\$990	\$1,020	\$1,150

*This chart will be used to determine eligibility for health, vision, dental, long-term disability and life (including AD&D) insurance benefits. Employees eligible for benefits prior to July 1, 2007 will qualify for those benefits in accordance with the 2004-2007 contractual handbook.

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**THE FOLLOWING ATTACHMENTS
ARE GREENVILLE EDUCATION ASSOCIATION AGREEMENTS
FOR SICK DAY BANK POLICY, PROCEDURE AND AGREEMENTS
TO INCLUDE SUPPORT STAFF GROUPS**

Appendix G

SICK DAY BANK POLICY

&

APPLICATION PROCESS FORMS

TABLE OF CONTENTS

- ✓ Policy
- ✓ Sick Day Donation Form
- ✓ Application for Utilization of Days from the Sick Day Bank
- ✓ Attending Physician's Statement (with cover letter)
- ✓ Sick Day Bank Payback Agreement

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SICK DAY BANK POLICY & APPLICATION PROCESS

1. Eligibility requires completion of waiting period:
 - a. For first year employees, a twenty (20) work day wait period is required (begins with first day absent) and the employee must have exhausted their accumulated sick leave.
 - b. For all other employees, a thirty (30) work day wait period is required (begins with first day absent) and the employee must have exhausted their accumulated sick leave.

Eligibility also requires that the employee must have made a donation to the sick day bank within the time limits specified in paragraph 9 below and must have exhausted their accumulated sick leave.

“Wait period” is defined as days absent from work for the same illness or disability. The days absent need not be consecutive but must be taken due to the same illness or disability. Non scheduled workdays do not count toward completion of the wait period.

2. Application Procedure. Application must be made by an employee who seeks the utilization of days from the Sick Day Bank. Applications may be secured from the Chairperson of the Sick Day Bank Committee or the Central Office. A completed Application for Utilization of the Sick Day Bank (referred to hereafter as "Application") and a completed Attending Physician's Statement must be submitted to the Chairperson of the Sick Day Bank Committee (referred to hereafter as "Chairperson"). All copies of both forms must be submitted as a condition to consideration of an employee's request to access the sick day bank.
3. Approval Procedure. As soon as possible after an Application is received by the Chairperson, s/he shall convene the Sick Day Bank Committee to act upon the Application. If the Application is approved, the Chairperson shall provide written notification of the approval to the employee, the Central Office, the GESPA President and the GEA President, which ever is appropriate. If the Application is not acted upon because of the need for additional information or clarification, the Chairperson shall provide written notification, along with the additional information/clarification that is needed, to the employee. As soon as possible after receipt of the needed information, the Committee will be reconvened to act upon the Application. If the Application is denied, the Chairperson shall provide written notification of the denial to the employee.
4. Denial. If the Sick Day Bank Committee determines that an illness or disability which qualifies for utilization of days from the Sick Day Bank does not exist, or if sufficient medical verification of such an illness or disability is not provided to the Committee, it may deny the Application. The Chairperson shall notify the employee of the denial, in writing.
5. Disclosure of information. Applicants for utilization of days from the Sick Day Bank must agree, in writing, at the time of the application, that the Sick Day Bank Committee members are authorized to examine all information submitted by the

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applicant and his/her physician in support of the application, and that such information will be provided to the GEA President or the GESPA President (whichever is appropriate) and the Central Office.

6. The Sick Day Bank Committee shall be composed of three (3) GEA bargaining unit members, two (2) GESPA bargaining unit members, one (1) GAA member and one (1) support staff association units member, the Chief Financial Officer (CFO), and one central office staff member. GEA appointees shall represent all levels and shall serve staggered terms. The Sick Day Bank Committee shall elect the chairperson of the Sick Day Bank Committee.
7. The Sick Day Bank Committee shall meet as needed to act upon an application. If necessary, the Committee may meet by telephone conference call with necessary written documents exchanged by facsimile machine, electronic mail, or other means of delivery.
8. All decisions of the Sick Day Bank Committee shall be by majority vote of the members appointed and serving on the Committee. Robert's Rules of Order shall govern all Committee meetings.
9. Employees who want to participate in the Sick Day Bank must donate at least one (1) sick leave day as a condition to their eligibility to access days from the Sick Day Bank. New participants must complete a donation form by September 30TH of each year. If the Sick Day Bank gets to a balance of twenty (20) days or less, all existing participants will be assessed one (1) additional day.
10. An employee, who has donated one (1) day to the sick day bank and who has a serious illness/disability must apply to the Sick Day Bank by completing an "Application for Utilization of Days from the Sick Day Bank" and also submitting an "Attending Physician's Statement". An employee who is otherwise eligible to borrow from the Sick Day Bank may:
 - a. receive a maximum of twenty (20) days per fiscal year (July 1 through June 30) with less than 15 years of service provided that the application is approved by the Sick Day Bank Committee.
 - b. receive a maximum of forty (40) days per fiscal year (July 1 through June 30) with 15 years or more of service provided that the application is approved by the Sick Day Bank Committee.

Once the participant qualifies for LTD (long-term disability) insurance, worker's compensation or MPSERS (retirement), the employee is not eligible to borrow days from the Sick Day Bank.

11. Upon approval of the bargaining unit member's request, the participant must complete and sign a "Sick Day Bank Payback Agreement" form.
12. Denial of days will not be subject to any appeal process nor the Grievance Procedure as set forth in the appropriate handbook or appropriate Master Agreement.
13. The Sick Day Bank Committee reserves the right to request a second medical opinion. This would be an independent exam after receiving the employee's physician statement.

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The second opinion could be from a physician jointly selected by the employee and the Committee. The cost of the independent exam is to be borne by the district.

14. GEA denotes Greenville Education Association, GESPA denotes Greenville Educational Support Personnel Association, GAA denotes Greenville Administrative Association.

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GREENVILLE PUBLIC SCHOOLS

SICK DAY DONATION FORM

Name of Employee Making Donation: _____

Building: _____

Date this form is filled out: _____

Day Donation = one (1)*

**Note: Sick Day Bank Policy and Application Process, Item 9. Employees who want to participate in the Sick Day Bank must donate at least one (1) sick leave day to the Greenville Sick Day Bank as a condition to their eligibility to access days from the sick bank. New participants must complete a donation form by September 30th of each year. If the bank gets to a balance of twenty (20) days or less, all existing participants will be assessed one (1) additional day.*

Signature of Employee Donating Day(s): _____

-

Approved by: _____ Date Approved: _____

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Greenville Public Schools
Application for Utilization of Days from the Sick Day Bank

NAME _____ DATE _____

ADDRESS _____
Street City Zip

Phone Number (Work) _____ (Home) _____

First date of continuing illness/disability _____

List dates of absence from work due to this illness/disability (if exact days unknown, can be projected)

Number of accumulated sick days at the beginning of this illness/disability _____

Date on which accumulated sick days were or will be exhausted _____

Date on which payment from the Sick Leave Bank is to commence _____

Applicant's statement describing the illness/disability:

Have you applied for or are you receiving long-term disability benefits, workers compensation benefits or retirement benefits through MPSERS?

I hereby apply for sick leave days from the Sick Day Bank for the above described illness/disability. I understand that this application and the supporting Attending Physician's Statement will be distributed to the members of the Sick Day Bank Committee, the GEA President or GESPA President, whichever is appropriate, and the Greenville superintendent's Office. I authorize the distribution of this application and Attending Physician's Statement as stated above.

I have read and I agree to the terms of the Sick Day Bank Policy and Application Process.

Date

Signature of Applicant

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Send all copies of this application and all copies of the Attending Physician's Statement to the chairperson of the Sick Day Bank Committee.

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Dear Health Care Provider:

Please find attached the physician's statement requested by one of our employees and your patients.

I believe you should also understand the importance of indicating which days you believe the employee will not be able to work. Many of our Greenville Public Schools employees have donated to a sick bank to allow for those employees who have a serious health condition to be paid for a portion of their absence as donated by fellow employees. The attached physician's statement is for the purpose of defining a confinement period for the above named employee.

Thank you for your assistance in this matter.

Sincerely,

Korie Crawford
Chief Operations Officer

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Attending Physician's Statement

Patient's Name _____

Your diagnosis _____

Brief description of illness or disability (include dates of treatment by you and dates and name of hospital confinement, if any)

Brief explanation _____

Please state the approximate date on which the condition commenced, the probable duration of the condition and the probable duration of the patient's/employee's incapacity.

Is absence from work presently required due to the employee's/patient's illness or disability?

Is the employee/patient able to perform the essential functions of his/her work assignment?
Could the employee/patient perform the essential functions with job accommodations?
If yes, please specify the nature of the accommodations _____

Based upon your personal knowledge and treatment, how long has the employee/patient been incapacitated by this illness/injury so that s/he was prevented from working?

FROM _____ TO (and including) _____

When, in your opinion, may the employee/patient resume work? _____
(Please be as specific as possible. If a specific date cannot be determined, please estimate in days, weeks, or months how long total disability will continue.)

Physician's Name _____
(Please print or type)

Physician's Signature _____

Phone Number _____ Office Hours _____

Date Completed _____

Office Address _____

Physician's Specialty Board Certification _____

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Greenville Public Schools

SICK DAY BANK PAYBACK AGREEMENT

I agree to repay the sick day bank a total of _____ days, beginning September ____, 20__, at a rate of _____ days per school year until all of the borrowed sick bank days have been repaid. I understand that these days will be deducted at the beginning of each school year from sick leave that would otherwise be contractually allocated to me and hereby consent to such deduction(s).

In the event that I leave the Greenville Public Schools before total repayment is made, I agree to pay the Greenville Public Schools an amount equal to the number of unpaid sick leave days then owed multiplied by my daily salary at the time the days were borrowed.

I agree that any amounts owed by me may be deducted from my final paycheck by Greenville Public Schools and hereby consent to that deduction. I further agree that Greenville Public Schools shall have the right to pursue through litigation any such amounts owed (beyond any amount deducted from my final paycheck) in a Michigan Court of competent jurisdiction.

Signature

Date

1. Repayment must start at the beginning of the school year immediately following the employee's return from leave, or when the employee returns during the next school year, whichever is later.
2. Repayment must be at least three (3) days per school year until all of the borrowed sick day bank days have been repaid. Employees may repay the days at a faster rate if they so desire.
3. As a result of separation, payment when possible will be taken out of final pay. The employee remains responsible for repayment of any balance owed after separation.