

## 5.03

### NON-CERTIFICATED, UNION EXEMPT EMPLOYEES OF THE CENTRAL OFFICE – BENEFITS

#### A. Contract Hours/Schedule

260 day contract - 8 hours a day converts to 2080 hours per year

7.5 hours per day converts to 1950 hours per year

Employees will receive a paid lunch while remaining on call in their work areas of assignment at the time.

Vacation, Sick, Personal, Professional and Jury Duty days = 8 hours per day or 7.5 hours per day

If an employee is required to report for duty on a calamity day, the employee will receive his or her regular rate of pay for hours worked, plus an equal amount of compensatory time for a maximum of 5 days.

#### Flex Time

During the months of June and July, 8 hour a day employees may have the option to work 4 days a week at 10 hours per day. 7.5 hour a day employees can work 4 days at 9.37 hours per day.

The following positions must have at least 2 of the positions at work during the 5 day work week: Administrative Assistant to the Superintendent, Administrative Assistant to the Asst. Superintendent, Administrative Assistant to the Director of Instruction and the Secretary/Receptionist.

The Superintendent (or designee) and Treasurer (Treasurer Staff) may modify schedules and/or work hours as deemed necessary.

#### B. Sick Leave

All full-time, non-certificated, union exempt employees of the Central Office, shall be entitled to one and one-fourth (1 ¼) days with pay for each completed calendar month, or a total of fifteen (15) days per year. Each new employee shall be granted five (5) days of sick leave if needed before the five (5) days are earned. These five (5) days shall be part of the total number of accumulative days (not to exceed 15) to which the employee shall be entitled for the first year of employment. Additional days of sick leave may be granted before they are earned upon approval of the Board of Education. There shall be a maximum accumulation of 250 days of sick leave. An employee who leaves the employment of the Board of Education, except on leave of absence, shall be given a statement of his/her unused days of sick leave. Current sick leave accumulation will appear on each pay stub.

##### 1. Use of Sick Leave

Employees of the Board may use sick leave for absence due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or to pupils, and for illness or death in the immediate family as follows:

- a. Immediate family for illness shall include spouse, children, stepchildren, grandchildren, mother, father, step-parents, grandparents, parents-in-law, sister, brother, aunt, uncle, brother-in-law, sister-in-law, current foster child, grandparents of spouse and guardian-ward relationship as determined on a case by case basis by the Superintendent.
- b. For personal illness, injury, or exposure to contagious diseases, the employee may use the total accumulated sick leave. However, absence of more than five (5) consecutive work days for personal illnesses must be certified by a physician. The Superintendent may require a physician's certification to justify sick leave in the case of suspected abuse or where there has been a pattern of use. An employee who is absent ten (10) or more consecutive days will notify the Superintendent of his/her planned date of return as soon as reasonably possible.
- c. Employees may use sick leave for absence due to illness in the employee's immediate family upon approval of the Superintendent for up to three (3) days per illness. In cases of emergency, the Superintendent may extend the leave of absence. An employee who is absent ten (10) or more consecutive days will notify the Superintendent of his/her planned date of return as soon as reasonably possible.
- d. Under the use of sick days for a death in the immediate family, an employee may use up to a maximum of five (5) consecutive days of his/her accumulated sick leave days to attend the funeral. Under the death clause, "immediate family" shall include spouse, children, step-children, mother, father, step-parents, parents-in-law, sister, brother, aunt, uncle, grandchildren, grandparents, brother-in-law, sister-in-law, grandparents of the spouse and current foster child. In cases of emergency, the Superintendent may extend the leave of absence for this purpose. Notification in all cases shall be given by the employee to the immediate superior before absence from duty except in an emergency. An employee may request that the Superintendent or designee permit the use of sick leave in other circumstances.

## 2. Transfer of Sick Leave

An employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of 250 days. To receive such credit, the new employee shall present to the Treasurer of the Board of Education verification from the public agency in Ohio for which the employee most recently worked stating the number of days of unused sick leave credited to that employee at the time of termination of contract.

### **C. Military Leave**

Employees shall receive up to 176 hours of paid leave per calendar year for field training or active duty in the Ohio National Guard or reserve components of the United States armed forces. Beyond those 176 hours per calendar year, such employee shall be paid partial wages pursuant to O.R.C. 5923.05.

In taking the leave, an employee shall exercise leave date options in the months of June, July and August prior to taking leave during the school year. If military leave occurs during a school session, the

employee shall provide the Superintendent with the name of his/her supervisor in the reserves or militia so that arrangements may be discussed to alter such service date.

#### **D. Jury Duty**

Each employee who reports for and/or serves on a jury shall receive his/her full salary while serving on jury duty if the employee provides the Treasurer with the fees received for jury duty. An employee who is excused for jury duty after a half day or less (11:00 am cutoff) in the morning shall return to work in the afternoon to complete their normal shift hours.

#### **E. Leave of Absence Without Pay**

Pursuant to Section 3319.13 of the Ohio Revised Code, upon the written request of an employee and with the approval of the Board of Education, a Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. The Board of Education shall continue to carry on payroll records those employees on leave under this provision for the purposes of group term life, hospitalization, surgical, or major medical insurance. The Board of Education is not obligated to pay the premiums for these fringe benefits for those employees on leave, but the employee may, at his/her option, continue said benefits by paying the full premium due in advance to the treasurer.

The time on approved leave shall count as a year of service for seniority purposes, but it shall not be counted as a year of service for placement on the salary schedule. No employee shall lose his/her accumulated allowance of unused days of sick leave by reasons of having been on leave of absence nor shall he/she accumulate any additional days of allowance during his/her leave of absence.

#### **F. Personal Leave**

Personal leave may be requested for the purpose of conducting necessary or urgent personal business which cannot be conducted outside the regular working hours of the employee. All personal leave must be approved by the Supervisor and Superintendent. It shall not be used for rest, recreation, shopping, vacation or engaging in gainful employment, but must be taken for a reason listed on the form.

Each employee is granted a maximum of three (3) days of non-cumulative personal leave during each school year. Two of these three days may be Unrestricted Personal Leave. If an employee wishes to use a personal day for one of the prohibited reasons listed above in paragraph one, the employee must use Unrestricted Personal Leave. Personal leave will not be approved the day before or the day after a vacation or holiday, or during the first or last week of school, except in unusual circumstances approved in advance by the Superintendent upon submission of the specific reason thereof.

Requests for personal leave shall be submitted in writing on the prescribed form. The requests shall be presented to the Superintendent at least three (3) days in advance except in the event of an emergency. Any time the employee wishes to request Unrestricted Personal Leave, the employee shall circle the

reason for the request Unrestricted Personal Leave on the prescribed form Exhibit D. Any violation of this procedure shall be considered grounds for disciplinary action including termination.

Personal leave used in accordance with this policy shall not result in a deduction in pay for the employee.

Personal leave cannot be accumulated, but expires on June 30. Unused personal leave days will convert to sick leave provided an employee has not used more than 10 sick days in the fiscal year. Sick leave cannot convert beyond the maximum accumulation for sick leave of 250 days.

#### **G. Professional Leave**

The superintendent may grant a day or days of leave without loss of pay to employees to attend meetings, seminars, classes and workshops. Employees shall be notified within fourteen (14) days of the date of the request whether such leave is approved or denied except that out-of-state meetings shall be subject to Board approval.

Application for such request must be made to the immediate supervisor who shall forward the request to the Superintendent.

Application for professional leave should be made at least fourteen (14) days in advance of the meeting.

If the meeting request is approved by the Superintendent and/or the Board, the employee will be excused for the days requested. Following the leave, the employee will be reimbursed for expenses as approved by the Superintendent in advance and as verified by receipts.

It shall be understood that no employee shall be reimbursed for attending or participating in any field trip, competition, seminar, educational event, or student-related activity, unless approved by the Board.

#### **H. Non-Use of Sick Leave and of Personal Leave**

An employee who does not use sick leave, personal leave, or any unpaid leave in any quarter of the fiscal year (July 1 through June 30) will receive an attendance bonus of six hundred and no/100 dollars (\$600.00) at a rate of \$150.00 per quarter. The Treasurer will pay eligible employees the bonus on a quarterly basis.

#### **I. Vacation**

All employees working 260 or more days per calendar year and who have completed one year of service shall be granted paid vacation, excluding legal holidays, as follows:

Length of Service Vacation

After one year of service    10 work days each year

After five years of service    20 work days each year

Non Certified Union Exempt employees may request in writing by July 1<sup>st</sup> ten days of their unused vacation leave be carried over and accumulated to their vacation leave for the following year. The total additional days of accumulation may not exceed twenty five days, in addition to that employee's regular vacation days. The dates chosen for use of the twenty five additional days may only be used with the supervisor's approval

#### **J. Compensatory Time**

Central Office employees that are paid based on an hourly rate of pay may earn compensatory time for hours worked in addition to their regularly scheduled day. Compensatory time will only be considered when the duties are critical the continued operation of the school district. No compensatory time will be approved for work which could be completed during a regular work week. Compensatory time will be earned at the rate of one and one-half times for hours worked in excess of forty hours per week. Sick, Personal, and Dock leave are not considered hours worked. In order to receive compensatory time, the employee must have the additional work time approved in writing by their supervisor prior to working the additional time. Compensatory time shall be taken before vacation time. Any compensatory time earned in one month, must be used by the employee during the next two months. If extenuating circumstances do not allow the employee to use all the compensatory time, compensatory time sheets shall be approved and submitted to the Treasurer's Office for payment of the remaining compensatory time. Such compensatory time payment shall be based at the employee's hourly rate of pay when the time was earned. Compensatory time that is paid off will be paid by the second payroll of the month following the month that it was to have been used. The use of compensatory time must also be approved in writing by an employee's supervisor. A compensatory time record shall be maintained by the employee and each supervisor which shall document the date and time the compensatory time was earned, the reason why compensatory time was needed to complete the employee's duties, the date and time when compensatory time was used and the supervisor's approval signature on each instance of compensatory time modification. If there is compensatory time earned or used in any month, the supervisor shall file the approved compensatory time record with the Treasurer's Office by the fifth working day of the next month. The Treasurer shall use compensatory time records to calculate district financial liabilities and report such liabilities on the district's annual financial statements. Supervisors shall not approve employee compensatory time in excess of twenty hours per month, unless approved in advance by the Superintendent and / or designee.

#### **K. Holidays**

Employees shall be entitled to the following holidays for which they will be paid their regular rate of pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day

Labor Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

In addition to the holidays designated above, 260 day employees are entitled to December 24 and December 31 as holidays.

#### **L. Insurance**

The Board of Education shall provide the following insurance benefits for full-time non-certificated, union exempt employees of the Central Office. The Board shall determine the carriers, means and methods by which to fund and provide these benefits. Employees will be eligible to participate in the same health benefit plans (hospitalization, major medical, dental, and/or vision) offered to the District's teachers.

Insurance Rates

Term Life Insurance (\$25,000) – 100% Board Paid

Dental Insurance – Single Coverage – 100% Board Paid - Family Coverage – 50% Board Paid

Medical Insurance – Single Coverage – 90% Board Paid - Family Coverage – 80% Board Paid

#### **M. Severance**

Non-certificated, union exempt employees of the Central Office who retire from the Franklin Local School District shall be eligible for severance pay, if he/she:

1. Accumulates sick leave pursuant to the provisions of Section 3319.141 of the Ohio Revised Code; and
2. Retires from the employment of the Board, and is at the time of retirement from the employment of the Board eligible to receive retirement benefits from the School Employees Retirement System of Ohio, and provides the Board with written evidence that he/she began receiving retirement benefits from S.E.R.S. within sixty (60) days of receipt of the initial benefits.

Severance pay shall be calculated as follows:(\$100.00) times the number of accumulated and unused sick leave days to the employee's credit (not to exceed (250 days) at the time of retirement.

Written notification will be included with the central office non-certified employee's first check under the new fiscal year's contract of the number of additional days for severance purposes that have been earned.

All sick leave credit accrued, but unused by the employee at the time payment is made, shall be eliminated.

If an employee dies while employed by the Board, and at the time of death was eligible to retire and receive retirement benefits from S.E.R.S., and met the eligibility requirements for severance pay pursuant to this contract, then in that event, the estate of the deceased employee shall be paid severance pay in accordance with the severance pay provisions of the contract.

For the purposes of this provision, retirement is defined as disability or service retirement under state or municipal retirement system in the state. Severance payment shall be made within 60 calendar days of the last payroll check following retirement.

**N. All Other Benefits Not Listed**

All other benefits not listed in this policy, will follow the USW Negotiated Contract that is in effect at that time.

**O. Board of Education Right to Modify Benefits**

The Board of Education reserves the right to modify this policy and fringe benefits so long as the modification is not contrary to a specific provision of an employee's individual contract. The Board may establish specific terms of employment or fringe benefits that are different from these policies when issuing an individual employee's contract. The annual salary of an employee cannot be reduced during his/her contract unless the reduction is part of a uniform plan affecting all district employees.

The Board of Education also reserves the right to modify or adjust a central office employee's salary on a year-to-year basis irrespective of any teacher or non-certified employee salary adjustments.

Updated 05/2022