

**MEMORANDUM OF UNDERSTANDING**

**Between  
Ellwood City Area School District  
and  
Ellwood Area Education Association**

WHEREAS, the District revised its Family Medical Leave Act (FMLA) Policy effective January 1, 2014; and

WHEREAS, certain differences arose between the District and the Association regarding the revision and implementation of the FMLA Policy leading to the Association's filing of Grievance No. 01-2015-2016 on December 14, 2015; and

WHEREAS, the District and the Association, in an attempt to resolve those differences concerning the FMLA Policy and Grievance No. 01-2015-2016, entered into a Memorandum of Understanding dated February 24, 2016; and

WHEREAS, certain differences arose between the District and the Association in the interpretation and implementation of the Memorandum of Understanding; and

WHEREAS, the District and the Association desire to resolve those differences.

NOW THEREFORE, intending to be legally bound hereby, the District and Association agree as follows:

1. This Memorandum of Understanding shall supersede and replace the Memorandum of Understanding dated February 24, 2016.
2. In the event that an employee requests FMLA leave or the District designates requested sick leave as FMLA leave, and the employee qualifies for FMLA leave, then the following procedure shall apply:

- a. Initially, the employee may be permitted to use accrued paid leave not to exceed (i) 20 days or (ii) such amount of accrued paid leave available to the employee, whichever amount is less, in accordance with the applicable terms of the parties' Collective Bargaining Agreement. This initial leave shall not be considered FMLA Leave;
  - i. Accrued paid leave shall be defined to include paid vacation, sick leave and compensatory, but excluding paid sick leave less the cost of a substitute under Appendix B (8)(A)(3) of the Collective Bargaining Agreement between the parties.
- b. After expiration of the initial 20 day or lesser period of accrued paid leave, the employee shall be considered on unpaid FMLA leave, provided however, that the employee shall be required to use any and all remaining accrued paid leave, except for 10 days, concurrently with the FMLA leave. The employee may, at his/her selection, use the remaining 10 days of accrued paid leave concurrently with the unpaid FMLA leave;
- c. After use of the remaining accrued paid leave under subsection (b) above, and only in accordance with the terms of the Appendix B(8)(A)(3) of the Collective Bargaining Agreement between the parties, and including without limitation, the employee's exhaustion of all accrued paid leave, the employee may, at his/her selection, use up to 20 days of paid sick leave less the cost of a substitute under Appendix B (8)(A)(3) of the Collective Bargaining Agreement between the parties, to the extent the employee has such leave available. The employee is not permitted to use paid sick leave less cost of the

substitute after leave in Paragraph 2(a) and prior to commencing FMLA leave. The parties agree that nothing herein shall be interpreted or construed as requiring the District to reimburse an employee at retirement for any accrued unused sick days less cost of a substitute under the Collective Bargaining Agreement between the parties.

- d. The employee may use any remaining accrued paid leave immediately following the conclusion of the FMLA leave for the same initial qualifying event only upon presentation to the District of a medical certification indicating the continued need for leave.
  - e. Upon requesting leave, the employee shall notify the District of (a) the amount of leave requested under Paragraph 2(a), (b) whether the employee elects to utilize any of the remaining 10 days of paid leave under Paragraph 2(b), and (c) amount of leave requested under Paragraph 2(c). The District will develop a form for completion by the employee.
  - f. The Association acknowledges that, except for unpaid child care leave pursuant to Appendix B, Section 11 Child Care Leave, employees are not entitled to any unpaid leave under the Collective Bargaining Agreement between the parties. The Association further acknowledges and agrees that an employee who exhausts all accrued paid leave and paid leave less cost of a substitute and fails to timely report to work may be subject to discipline, including and up to termination.
3. The provisions of the District's Policies and the existing Collective Bargaining Agreement not in conflict with the terms of this Memorandum of Understanding shall remain in full force and effect.

4. Nothing contained herein is intended to nor shall change the requirements of an employee to qualify for unpaid leave and FMLA leave, or the rights of the employee and District under any applicable law.
5. The District and Association agree that:
  - a. upon execution of this Memorandum of Understanding the Association shall withdraw Grievance No. 01-2015-2016 and waive any and all claims, of any nature, which were or could have been asserted in the Grievance and/or arbitration ;
  - b. the District shall revise its FMLA Policy as to professional employees in accordance with this Memorandum of Understanding; and
  - c. those employees who had a pending request for leave at the time of the filing of Grievance No. 01-2015-2016, or who requested leave after the filing of said Grievance and prior to the execution of this Memorandum of Understanding shall have their leave adjusted in accordance with this Memorandum of Understanding. Any funds owed by the employee or by the District shall be paid as soon as possible during a pay period before the end of the 2015-2016 school year.
6. Nothing contained herein shall be interpreted or construed as affirming or denying the validity of the pending Grievance, nor as an admission by the District that it has acted wrongfully with respect to the Association or any employees affected by the Grievance and the District specifically denies and disclaims any liability to or wrongful acts against the same.

7. The District and Association agree that any dispute arising under this Agreement shall be subject to the grievance and arbitration procedure set forth in the parties' Collective Bargaining Agreement.

Executed this 15<sup>th</sup> day of APRIL, 2016,

Ellwood City Area School District:

Ellwood Area Education

Association:

By

Samuel B...

By

Rene Pitelli

Title:

EAEA President

Title:

BOARD PRESIDENT

Kimberly A. O'Shea  
EAEA Co President.