

Numbers 1-13 have been inserted in the appropriate contracts and sections.

Number 14 **Unfair Labor Practice Charges**

In exchange for changes in middle school lunchroom, study hall and ISD assignments, and in exchange for changes in the elementary school lunch program and the elementary school library program, as set forth in this document, the Board of Education agrees to the following:

In exchange for changes, alterations, and creations concerning non-certificated/licensed school ancillaries, auxiliary services, service fees, transfers, tutors' snow days, fringe benefits, personal leave accumulations retirement severance pay, and sub-contracting, as set forth in this document, agrees to the following:

The Union and the Board agree that each party will immediately after ratification of this total agreement, withdraw any and all pending unfair labor practice charges filed against the other.

In the event that SERB will not approve the withdrawal of any of these unfair labor practice charges, The Union and the Board agree that they will not voluntarily participate in any proceedings nor with either party seek to enforce or derive any benefit from any order SERB would issue concerning such ULP charges.

Number 14A **Sidebar**

Subsequent to the withdrawal of the unfair labor practices in Number 14, the Superintendent shall write a letter to each teacher (c. Board Personnel File) who has a letter of reprimand concerning scheduling. The letter shall inform the teacher that Section 26.07 of the contract has been accelerated in this separate instance, and each teacher may keep both letters in the file or remove both letters, or either letter, from any files, at any time.

The letter shall be counter-signed by the President of the Union.

Number 15 **Family and Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) went into effect for the School District's bargaining unit employees on February 5, 1994. There has been much time and energy put into studying the various proposals offered by the Human Resources Department for revising the leave of absence provisions in Negotiated Agreements to reflect the new law. This letter is to confirm that, at this point in time, we have agreed to make no changes in the language of the Negotiated Agreement.

We have, however, agreed to certain basic principles to guide us as we implement the new law:

- First, we have agreed that the provisions of FMLA are not "in addition" to the provisions of other leaves of absence already defined in the Negotiated Agreement, however, in no instance will an employee receive less than the amount of leave or level of benefits defined in the FMLA.
- Second, we have agreed that when someone applies for a leave of absence we will look at the previous twelve months to evaluate how much FMLA that person has remaining. The effective date for any leave that may qualify as FMLA leave is February 5, 1994.
- Third, we have also agreed to use the certification/licensure form approved by the Department of Labor to certify serious illness or other reasons for leave when an employee goes on an unpaid FMLA leave of absence.
- Fourth, we agree that in all other aspects, the School District will comply fully with the terms and conditions of FMLA for all eligible employees.

Thank you again for our discussions about the implementation of the Family and Medical Leave Act.