

820785
Prev 6/85
1,100 res

⑥

NOV 28 1985

6/86

M E M O R A N D U M

of

A G R E E M E N T

between

The
Hamilton County Board of Education

and

The
Hamilton County Education Association

1985 - 1986

I N D E X

Articles

<u>Number</u>	<u>Title</u>	<u>Page</u>
I	Preamble.....	1
II	Recognition.....	1
III	Management Rights.....	2
IV	Association Rights.....	2
V	Payroll Deductions.....	3
VI	Salary, Supplemental Pay, Travel Allowance and Retirement Pay.....	4
VII	Insurance.....	7
VIII	Employee Workday.....	10
IX	Employee Assignment.....	12
X	Vacancies, Transfers, Reassignments, and Reduction In Force.....	12
XI	Employee Safety and Legal Protection.....	15
XII	Sick Leave.....	17
XIII	Temporary Leaves of Absence.....	18
XIV	Extended Leaves of Absence.....	19
XV	Sabbatical Leave.....	21
XVI	Employee Evaluation.....	22
XVII	Personnel Files.....	23
XVIII	Student Discipline Procedures.....	25
XIX	Grievance Procedure.....	25
XX	Employee Relations.....	29
XXI	Legal Savings.....	30
XXII	Printing and Distribution.....	30
XXIII	Duration.....	30

Appendices

<u>Letter</u>	<u>Title</u>	<u>Page</u>
A	Dues Deduction Authorization Form.....	32
B	Teacher Salary Schedule.....	33
C	Administrator Salary Schedule.....	36
D	Supplemental Pay Schedule.....	39
E	Informal Level Grievance Form.....	42
F	Grievance Form.....	43
G	Sick Leave Bank.....	44
H	Procedures Requiring a Second Medical Opinion.....	47
I	Outpatient Surgical Procedures.....	48

ARTICLE I - PREAMBLE

The Board and the Association recognize that the interest of public education will be served by establishing procedures to provide an orderly method for the Board and the Association to reach agreement on matters within the scope of negotiations. Therefore, pursuant to the Education Professional Negotiations Act (Tennessee Code Annotated 49-5-601-613) The Hamilton County School Board, hereinafter referred to as the Board, and The Hamilton County Education Association, hereinafter referred to as the Association, have negotiated in good faith. Therefore, the Board and Association enter into the following covenants and agree as follows:

ARTICLE II - RECOGNITION

Section 1 - Parties to the Agreement

This Memorandum of Agreement is between the Hamilton County Board of Education, hereafter referred to in this Agreement as the "Board" and the Hamilton County Education Association, hereafter referred to in this Agreement as the "Association."

Section 2 - Association as Exclusive Representative

In accordance with the Tennessee Education Professional Negotiations Act, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations of all professional employees under contract, on Board approved leave of absence, on a per diem or hourly basis, but excluding those designated by the Board as "management personnel" pursuant to TCA 49-5-608.

Section 3 - Board's Representative for Negotiations

The Association recognizes the Board as the duly appointed governing body of the Hamilton County School System and agrees to negotiate only with the Board's designated representative.

Section 4 - Definition of Terms

- A. The term "employee" shall mean any professional employee included in the negotiating unit. References to males will include females.
- B. The term "teacher" shall mean any professional employee in the negotiating unit whose salary is determined in accordance with the Teacher Salary Scale in Appendix B.
- C. The term "administrator" shall mean any professional employee in the negotiating unit whose salary is determined in accordance with the Administrator Salary Scale in Appendix C.
- D. The term "principal" shall include vocational school managers, where applicable. The term "assistant principal" shall include vocational school assistant managers, where applicable.

Section 5 - Administrative and Supervisory Role Designation

The Association and the Board recognize and agree that certain professional employees hold positions which are primarily supervisory and/or administrative in nature and further recognize and agree that necessary and proper distinctions shall be made delineating the administrative and/or supervisory role where applicable throughout the body of this Memorandum of Agreement.

Section 6 - Agents of the Board

The Board recognizes administrators and supervisors as agents of the Board, and as such, administrators and supervisors are directly responsible for the administration of all applicable (1) federal, state, and local statutes, (2) Board policies, (3) administrative regulations to implement these statutes and policies and (4) Memoranda of Agreements.

ARTICLE III - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of Tennessee and of the United States, to manage and control the school system in the public interest, provided that the exercise of these rights and responsibilities shall be in conformity with the provisions of this Agreement. The Board in the adoption of policies, rules, regulations, and practices, shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV -- ASSOCIATION RIGHTS

Section 1 - Use of Facilities

The Association shall, with prior approval of the school principal, have the right to make use of school buildings, facilities and equipment at all reasonable hours. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. When use of facilities requires special custodial services, the Association shall pay for such services.

Section 2 - Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, in an area used exclusively by employees. The Association may use the school system's regular interschool mail delivery system and employee mailboxes for communications to employees or members of the Association. Material which is distributed by the Association shall clearly indicate that such material is from the Association.

Section 3 - Access to Members

Duly authorized representatives of the Association shall, with prior approval of the school principal, be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section 4 - Association Leave

At the beginning of each school year the Association shall be granted twenty-six unpaid leave days to be used by its officers or representatives. Use of the days shall be left to the discretion of the Association.

If the Board requires an Association Representative or an employee to participate during school hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay or other benefits.

ARTICLE V - PAYROLL DEDUCTIONS

Section 1 - Dues Deduction Authorization

Any employee who is a member of the Association or who has applied for membership, may sign for the Association to deliver to the Board an assignment authorizing payroll deduction of professional dues. The forms of the assignment shall be (1) United Teaching Profession membership enrollment form and (2) Dues Deduction Authorization Form Appendix A. Form Two (2) shall be made available to the Association by August 15 of each year.

The Association shall deliver to the Finance Department all completed Dues Deduction Authorization Forms and an alphabetical list by work assignment of all employees who desire payroll deductions on or before the fourth school day of October each year. The Board shall have no obligation to deduct dues for the current school year for forms or lists received after this date.

Section 2 - Deduction Procedure

Pursuant to the deduction authorization, the Board will deduct one-twelfth (1/12) of the total amount to be deducted from the regular salary check of the employee beginning with the last paycheck in October and continuing thereafter for eleven (11) consecutive paychecks.

Section 3 - Board Obligation Release

In the event that an employee's net salary is insufficient to permit dues deduction for the month, the Board shall have no obligation to deduct dues for that month from said employee.

Section 4 - Transmission of Dues to Association

All dues deducted by the Board, shall be remitted to the Association, within twenty-one (21) calendar days from the date deducted. An alphabetical list by work assignment of employees for whom such deductions have been made shall also be supplied to the Association. The list shall be separated by payroll classification.

Section 5 - Indemnification

The Association agrees to indemnify and hold harmless the Board against any and all claims, suits or other forms of liability, arising out of the provisions in this dues deduction agreement between the parties.

Section 6 - Other Payroll Deductions

The Board shall continue to provide payroll deductions for Board-approved annuities, bonds, credit unions, insurance programs and charitable organizations.

ARTICLE VI - SALARY, SUPPLEMENTAL PAY, TRAVEL ALLOWANCE AND RETIREMENT PAY

Section 1 - Teacher Salary Schedule

The salary of each teacher shall be determined by the Teacher Salary Scale shown in Appendix B. A teacher whose regular assignment requires more than two hundred (200) days shall be compensated at the contracted daily rate provided that, this provision does not apply to any paid supplemental duty. The Board agrees to continue the present practice of granting salary credit for approved work experience as determined by the State Department of Education.

Section 2 - Administrator Salary Schedule

The salary of each administrator shall be determined by the Administrator Salary Scale shown in Appendix C.

Section 3 - Placement on Salary Schedule

Each employee shall be placed on his proper step of the salary scale with full credit for allowable teaching experience and academic training, as established by the State Board of Education, except for those employees whose salary is determined by the Central Office Administrative/Supervisory Salary Scale, Appendix C. The maximum teaching experience allowed on the County pay scale shall be fifteen (15) years.

Section 4 - Methods of Payment

A. Pay Periods

Each teacher shall be paid by check in twenty (20) equal installments except that a teacher who is employed for twelve (12) months shall be paid biweekly. The first paycheck for teachers shall be issued on the first Friday following the tenth workday of the year. Paychecks shall be issued biweekly thereafter except for the sixteenth check which will be three weeks after the fifteenth paycheck and the last paycheck shall be issued on the last working day of the school year. Each administrator shall be paid biweekly by check. An employee shall receive his check at his regular work location and on regular school days except for participants in the approved 12-month salary distribution plan. When a pay date falls on or during a school holiday, vacation or weekend, a teacher shall receive his pay check on the last working day, preceding the holiday, vacation or weekend.

B. Extended Contract

Any teacher whose contract extends beyond two hundred (200) days, but less than 12 months, shall be paid by check at the conclusion of the extended work period, or monthly.

Section 5 - Confidentiality of Paychecks

The building principal or his designee shall be responsible for distributing paychecks in such a manner so as to protect the privacy of the employee. Upon written authorization, an employee may permit another individual to receive his paycheck. Itinerant employees may elect to have their paychecks mailed to their home address.

Section 6 - Paid Supplemental Duties

The compensation for teachers who direct paid supplemental duties shall be as shown in the Supplemental Pay Schedule, Appendix D.

Section 7 - Department Chairmen and Team Leaders

With the approval of the school principal, grade level chairmen of elementary schools, subject area department chairmen of secondary schools (grades 7-12) and grade level team leaders of middle schools shall be compensated at the rate of ten dollars (\$10.00) monthly for each teacher in their department or team other than the department chairman or team leader.

Section 8 - Expenses for Traveling Employees

Any employee who is required by reason of his assignment, to travel from one place of responsibility to another during the contract day shall be reimbursed for all mileage beyond his base location at the rate of twenty and one-half cents (\$0.205) per mile.

Each itinerant employee shall be assigned a base location.

An employee who is assigned to more than one school per day shall be reimbursed for all approved travel after arrival at the first assigned location (base location). If the distance from the employee's last assigned location to his home is greater than the distance between his home and his base location, he shall be reimbursed for the difference.

Any employee who is required to serve more than one school per week shall also be reimbursed for travel incurred as a result of his job assignment. The base location for an employee who travels to more than one assignment per week shall be the location in which the greatest amount of time is spent. If an equal amount of time is spent in two or more locations, the employee may designate which of the assignments shall be the base location.

Other job related travel, approved by the Superintendent or his designee, shall also be reimbursed at the rate of twenty and one-half cents (\$0.205) per mile.

Section 9 - Terminal Sick Leave Payment

Employees who retire under any State of Tennessee or Hamilton County approved retirement plans shall be paid for accrued sick leave. In the

event of termination of employment as a result of death, any salary payment and accrued sick leave days shall be paid to the employee's beneficiary. The sick leave payment shall be at the rate of ten dollars (\$10.00) per day to a maximum of one hundred fifty (150) days.

Section 10 - Unused Personal Leave

At the end of each school year, employees shall be paid thirty dollars (\$30.00) for each day of unused personal leave.

Section 11 - Retirement Incentive Bonus

A member of the bargaining unit who, as of June 27, 1985, has either:

- (1) Completed 25 years of creditable Tennessee service, or
- (2) Attained the age of 60 years and is vested in the Tennessee Consolidated Retirement System, or
- (3) Attained the age of 55 years and has ten (10) or more years of creditable service

and has completed ten (10) or more years of teaching and/or administrative service in the Hamilton County School System shall be eligible for an incentive bonus in accordance with the following:

A. Provisions of the Plan

1. The employee shall apply for retirement between May 10, 1985, and June 27, 1985.
2. The date of retirement shall be on or before June 27, 1985.

B. Amount of Bonus

1. The amount of the retirement incentive bonus shall be 25% of the 1984-85 school year salary minus any supplements except those paid as a part of the regular salary of administrative personnel. The bonus shall be less any mandatory deductions.
2. The maximum amount to be expended for all bonuses shall be \$150,000.

C. Effective Dates of the Plan

1. This plan shall be in effect only for those employees who apply for retirement in person between May 10, 1985, and June 27, 1985, in the Personnel Office where an open log of applicants will be maintained. Persons physically unable to appear in the Personnel Office may submit a letter of intent to retire via a delegate authorized by the employee.
2. Bonuses shall be awarded in the order in which employee names appear on the log.

D. Payment of the Bonus

1. The bonus shall be paid in a lump sum within thirty (30) days of the Board acceptance of the retirement or by January 15, 1986, at the employee's option.
2. If the employee dies between the date of filing his letter of intent to retire and when full payment has been completed, the payment shall be made to the employee's beneficiary.

E. Limitations

1. In the event the retirement bonus is expended, an employee shall not lose his eligibility for any future retirement incentive bonus; provided that the employee applied for the bonus in accordance with all requirements.
2. Employees who previously rejected an offer of a retirement bonus and were, therefore, deemed ineligible for future bonuses, are eligible for the bonus this year.

ARTICLE VII - INSURANCE

The Board agrees to continue to fund the individual health insurance plan currently in effect and to continue all other sections in effect in Article VII.

Article VII will be reopened within two (2) weeks after state guidelines for health insurance have been adopted. The current health insurance plan will continue to be fully funded until agreement is reached.

Section 1 - Comprehensive Medical and Life

For the 1984-85 school year the Board agrees to pay a maximum of \$1033 for individual coverage for each full-time employee for a health care protection plan and a life insurance plan that meets the following specifications:

- (a) A \$100 deductible per individual per calendar year with a maximum of three (3) deductibles per family.
- (b) Policy payment of 80% of covered expenses until deductible plus out-of-pocket expenses equal \$600 per person and 100% of covered expenses thereafter, except as provided for in (i)-(o) below.
- (c) Payment for semi-private room, subject to limitations of (a) and (b) above.
- (d) Maternity covered as any other illness.
- (e) Aggregate maximum benefit of \$500,000.00.
- (f) Mental and nervous disorders covered to a maximum of \$10,000.00.

- (g) Group life insurance in the amount of \$10,000.00.
- (h) Accidental Death or Dismemberment coverage in the amount of \$10,000.00.
- (i) Surgical procedures, which are listed in Appendix H, require a second confirming opinion by a physician not associated with the physician giving the original opinion, in order to receive 80% payment in accordance with (b) above. If the employee elects not to receive a second confirming opinion, the surgery cost and physician's fee will only be paid at 50% of (Usual, Customary, Reasonable) UCR. A second or third opinion will be paid at 100%.
- (j) Surgical procedures, which are listed in Appendix I, will be paid at 100% and deductible waived if done on an out-patient basis.
- (k) Pre-admission testing done prior to hospital admission will be paid at 100% and deductible waived, instead of the standard 80% and deductible.
- (l) No payment for room and board for Friday and Saturday hospital admission for elective surgery unless surgery is performed within twenty-four hours of admission.
- (m) No payment for hospital emergency room treatment except for accident or "sudden and serious" illness.
- (n) Hospice care will be paid at 100% and deductible waived, instead of the standard 80% and deductible.
- (o) Home nursing service in lieu of hospital confinement, as prescribed by a physician, will be paid at 100% and deductible waived to a maximum of 100 days, instead of the standard 80% and deductible.
- (p) Any employee who finds erroneous costs on medical bills which have been paid by the health insurance plan will receive a reward of 50% of the cost saved.
- (q) The Plan will pay 100% of the physician's fee for second opinions relating to any surgical procedure.

Employees who elect family coverage health care shall have the premium cost deducted from their paychecks.

Section 2 - Liability

All employees shall be covered by Board-financed liability insurance covering job-related performance of duties in accordance with existing insurance policies. The Board agrees to provide each school with a copy of all Board liability insurance policies.

Section 3 On-the-Job Injury - Workman's Compensation

Absence due to an injury incurred by an employee while performing duties directly related to his assignment which renders the employee unable to perform normal duties shall not be charged against the employee's accumulated sick leave to a maximum of twenty (20) working days per separate incident, provided that the employee alleging such injury files or causes to be filed a completed copy of the specified accident report form with the Finance Office within five (5) working days of the accident. If the injury occurs while the employee is on a Board approved activity outside of the District the employee shall file or caused to be filed the accident report within five (5) working days of the return date. The Board reserves the right to require a physician's statement to verify the employee's inability to perform normal duties.

Failure to file an accident report within the five (5) working day period shall relieve the Board of any responsibility under this section.

For such an on-the-job injury the Board agrees to fully pay the deductible and other costs not covered by the health insurance plan in effect at the time of the injury.

If the injury requires that an employee be absent from assigned duties for more than twenty (20) working days, the employee has the option of either:

- (1) Using accumulated sick leave days or
- (2) receiving benefits equivalent to those payable under the State of Tennessee Workman's Compensation law.

Section 4 - Duration of Coverage

The Board-provided insurance programs shall be for the duration of this Agreement.

Section 5 - Description of Coverage

The Board shall provide each new employee with an application form and a description of the insurance coverage within twenty (20) calendar days of the date of employment. The description shall include a statement of conditions and limits of coverage. If a change in coverage is made, all employees shall receive written notification of the change.

Section 6 - Dental Insurance

The Board agrees to provide payroll deduction for an employee paid group dental plan.

Section 7 - Continuation

Employees on Board approved paid leave shall continue to have Board contributions made according to Section one (1) of this Article.

Employees on Board approved non-paid leave shall have the option to continue any or all of the Board-paid programs by paying the premiums to the Board within thirty (30) days of the billing date.

Section 8 - Insurance Committee

An Insurance Committee, composed of three members selected by the Superintendent and three members selected by the Association, shall meet at least quarterly to discuss the insurance coverage provided by this Agreement and to discuss the selection of carriers.

ARTICLE VIII - EMPLOYEE WORKDAY

Section 1 - Workday for Teachers

The normal workday for teachers shall be at least seven (7) hours. The principal or immediate supervisor shall be responsible for determining the specific period of time that a teacher shall be at his assigned work location(s). Teachers may be assigned duties beyond the normal workday, provided, however, that such duties shall be distributed on an equitable basis, as determined by the principal.

Section 2 - Workday for Administrators

The workday for administrators shall be determined by the Board.

Section 3 - Definition

Workday shall mean the length of time that an employee is required by his immediate supervisor to be at his assigned work location(s).

Section 4 - Teacher Load

The principal shall provide the following for the teachers in the building if this can be accomplished with the staff assigned to his building:

- (a) With the approval of the principal or his designee, a teacher may leave the building or grounds during his duty-free lunch period.
- (b) Fifty-five minutes of daily duty-free preparation time for classroom teachers on the secondary level. Thirty consecutive minutes of duty-free preparation time for classroom teachers on the elementary level at least three (3) days per week with daily preparation time provided when possible. Duty-free preparation time for classroom teachers is to be used for activities directly related to the instructional program.
- (c) A daily teaching load not to exceed five (5) hours of pupil contact per day for all classroom teachers in a middle, junior or senior high school.
- (d) Teachers shall not be required to complete monthly attendance forms or transportation reports after successful implementation of the state computerized program.
- (e) A committee composed of the principal, the Association faculty representative and a teacher selected by the faculty shall be established in each elementary school. The function of this

committee shall be to assist in formulating plans for providing planning time.

- (f) Bus duty assignments shall be equitably distributed and held to as minimal amount of time as possible.

Section 5 - Duty-Free Lunch

A daily duty-free lunch period equal in length to the scheduled student lunch period at the school shall be provided for teachers.

Section 6 - Teacher Response

Teachers utilizing duty-free time shall be required to respond to an emergency situation or an irregularly scheduled school activity, when so directed by the principal.

Section 7 - Faculty Meetings

By the end of the first week of the school year the principal shall notify the employees of the regular schedule for faculty meetings. This shall not preclude the principal from calling faculty meetings necessitated by an emergency situation.

When scheduling regular faculty meetings, the principal shall meet the following conditions:

- (a) A maximum of four meetings per calendar month may be held.
- (b) Meetings held prior to the start of the student school day shall not exceed thirty minutes. Meetings held after the end of the student school day shall not exceed forty-five minutes.
- (c) Items of school-wide interest submitted by members of the faculty to the principal at least one day in advance of a meeting shall be placed on the agenda. This shall not preclude other items of school-wide interest submitted by the faculty from being discussed.
- (d) Morning meetings shall not be scheduled on Monday or on any day immediately following any holiday or other day upon which teacher attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required in school.

Section 8 - Inclement Weather

When it is necessary to adjust the student school day due to inclement weather, the employee workday will be adjusted accordingly unless otherwise directed by the Superintendent or his designee.

ARTICLE IX - EMPLOYEE ASSIGNMENT

Section 1 - Assignment of Employees

The immediate supervisor shall give written notice of a teacher's assignment for the forthcoming school year, before the end of the preceding school year, if administratively possible. A newly elected employee shall be given written notice of assignment within seven (7) calendar days of the Board action.

Section 2 - Traveling Teachers

Subject to the needs of the total school system, schedules of teachers who are assigned to more than one school shall be arranged so as to reduce, to the extent possible, the amount of travel required.

ARTICLE X - VACANCIES, TRANSFERS, REASSIGNMENTS AND REDUCTION IN FORCE

Section 1 - Posting of Notice of Teaching Vacancies

Thirty (30) calendar days prior to the end of each school year and continuing every two weeks up to fifteen (15) working days prior to the first day teachers report for the following school year, the Board shall post in each school a list of all officially known vacancies for the following school year. A copy of the posting shall be provided to the Association office.

The official notice shall contain the date of posting, a description of the position, the name and location of the vacancy, the requirements of the position, the office to which application is to be made, and a date by which application is to be received, which shall be no less than six (6) working days from the date of posting.

Section 2 - Filling of Teaching Vacancies

A teaching vacancy created by a resignation, termination or new position and occurring on or after fifteen (15) working days prior to the first day teachers report for the following school year, shall be filled for the following school year without advertising. At the end of the school year, that position shall be declared open and shall be advertised as such at least thirty (30) calendar days prior to the end of the school year. When filling advertised vacancies if, in the judgment of the receiving principal the total qualifications of two or more current tenured, certified employees are equal, length of service in the Hamilton County School System since the most recent date of hire shall be given primary consideration in filling the position.

Section 3 - Promotional Vacancies

A promotional position is an administrative/supervisory position and one paying a salary differential above the Teachers' Salary Scale (Appendix B).

A vacant or newly created promotional position shall be posted in each school for at least six (6) working days before the position is filled on a permanent basis. A copy of the vacancy notice shall be provided to

the Association. The posting and content of the vacancy notice shall be in accordance with Section 1 and also shall state the minimum salary for the position.

Employees who are qualified for the promotional vacancy and who desire to be considered for the position shall apply to the personnel office in writing within six (6) working days of the posting date.

A promotional position shall not be filled until all properly submitted applications from qualified employees have been considered. In filling such vacancies preference shall be given to qualified employees already employed by the Board. Qualified employees not selected for a promotional vacancy shall be notified in writing within six (6) working days of the appropriate Board action.

Section 4 - Involuntary Transfer and Reassignment Procedures

When the Board determines that an involuntary transfer or reassignment is necessary, volunteers from among those affected holding necessary certification will be given preference. In the event that two or more employees volunteer for the same transfer or reassignment, preference will be given to each employee's length of service in the school system. If no volunteer is available, the desires of tenured employees in the affected area shall be given preference.

An employee who is to be involuntarily transferred shall receive written notice of the reason for the transfer five (5) working days prior to the enactment of the transfer. Written notification shall be received at least five (5) working days prior to the Board meeting at which the recommendation is to be presented.

In the event that the employee objects to the involuntary transfer or reassignment, the employee may request a meeting with the Superintendent or his designee. Such a meeting shall be held before the proposed transfer or reassignment is presented for Board action. If, after this meeting, the employee still objects to the transfer or reassignment, he may file a written statement of his objection with the Superintendent. At the employee's request, a copy of the written statement shall be given to the Board and the employee shall be afforded the opportunity to appear before the Board for the purpose of stating his objections prior to Board action on the transfer or reassignment.

Section 5 - Notification to the Association

The names of all employees who have been reassigned or transferred and the positions to which they have been reassigned or transferred shall be made available to the president of the Association or his designee immediately prior to the Board meeting.

Section 6 - Layoffs

Subject to the total educational needs of the school system as assessed by the Superintendent and approved by the Board, the following procedure shall be used in the event that a reduction of professional employees is necessary:

- A. Employees in the affected area shall be declared surplus in reverse order of their total length of service since the employee's most recent date of hire in the Hamilton County School System.
- B. An employee who is declared surplus, and who does not secure a position through the procedure described in Section 2 of this Article, shall displace the employee in the surplus certification who has the least total years of service based on that employee's most recent date of hire with the Hamilton County School System. The displaced employee shall be placed on layoff, except that no employee shall be placed on layoff if he/she is qualified for the position of the employee with the least total years of service based on most recent date of hire, considering all certifications. A surplus employee shall be assigned an available vacant position in the affected certification.
- C. If the Board deems it necessary to make an exception to A or B above, the reason(s) for the exception shall be stated in a Board meeting. Prior to any decision granting an exception, the Board shall provide the Association with reasons for requesting the exception and names of any personnel who will be affected at least five (5) calendar days before the exception is to be presented at a scheduled School Board meeting. The Association shall have the right to respond to the proposed exception prior to any action taken by the School Board.

An employee on leave of absence shall be eligible for layoff as though he were in active service.

An employee laid off as provided herein shall have the option of continuing membership in the Board's health insurance plan by paying the full premium cost to the Board each month while laid off to a maximum of 24 months.

The administration shall provide written notice to each employee who may be affected by a surplus action or layoff at the earliest date possible. Such notice shall include a specific written reason(s) for the layoff.

In the event of a layoff, the Superintendent or his designee shall, meet with representatives of the Association to explain the reason(s) for the lay off, the manner of implementing the lay off and to offer the Association the opportunity to make suggestions relative to the lay off.

Section 7 - Recall

Employees who are laid off as provided for in Section Six (6) of this Article shall be placed on a recall list for twenty-four (24) months, after which they shall have no recall rights.

Subject to the total educational needs of the system as assessed by the Superintendent and approved by the Board, tenured employees on the recall list in the affected areas shall be recalled in reverse order of their total length of service in the Hamilton County School System, since most recent date of hire. If the Board deems it necessary to make an exception, the procedure in Section 6-C shall be followed.

Employees shall be notified of recall by certified mail. Within five (5) calendar days of the receipt of the offer to return to employment, or within fifteen (15) calendar days of the postmark date, whichever is sooner, the employee shall accept the position in writing, or it shall be determined that he has declined the offer. It shall be the responsibility of each laid-off employee to keep the Personnel Office informed in writing of any change in address.

If an employee declines an offer of recall as provided for in this section, either by action or inaction, the employee's name shall be placed at the bottom of the recall list. No further recall obligation shall be required for that employee until all other laid-off employees in the area of certification have been offered positions. An employee on Board approved leave shall be eligible for recall at the termination of his leave.

Employees affected by a layoff as provided in Section Six (6) of this Article, on their request, shall be placed on a special substitute list. As far as possible, personnel on this list shall be utilized both in day to day and long term substitute assignments before persons on the regular substitute list are called.

An employee reemployed by exercising his recall rights shall be given full credit for any previously established teaching experience in the Hamilton County School System.

The administration shall, within three (3) working days of the Board meeting, which the layoffs are enacted, provide the Association with (1) a list of employees laid off, (2) the date of most recent hire (3) the date of his earliest application and (4) area(s) of certification.

Section 8 - Seniority

Seniority shall be defined as the total length of service from the most recent date of hire in the Hamilton County School System.

In the event that more than one employee has the same date of hire, seniority shall be determined by the date of most recent application.

ARTICLE XI - EMPLOYEE SAFETY AND LEGAL PROTECTION

Section 1 - Safety of Working Areas

It shall be the obligation of the Board to determine if areas in which employees are assigned are safe and nonhazardous. It shall be the obligation of each employee to perform assigned duties in a manner which is safe and nonhazardous.

Section 2 - Suspected Unsafe Conditions

An employee who suspects that an unsafe situation exists shall immediately so inform his immediate supervisor. The immediate supervisor shall evaluate the situation and determine what action, if any, is needed. If the situation poses immediate harm to an employee or student, the employee will first take needed preventive action and then notify his immediate supervisor.

Section 3 - Use of Reasonable Force

If within the scope of his assignment the safety of an employee or student is threatened by a real and present danger, an employee may use reasonable force as necessary to protect himself or a pupil from attack, to protect another employee or property, or to obtain possession of weapons or other dangerous objects. Employees shall immediately report incidents of this nature to their immediate supervisor.

Section 4 - Physical Assault on an Employee

In the event that an employee, while performing assigned duties, suffers bodily injury as a direct result of a physical attack upon the employee the Board shall provide the following benefits to the employee:

- (a) Legal counsel to advise the employee of his legal rights.
- (b) When absence from assigned duties is directly caused by such bodily injury, the employee shall receive regular salary and benefits for the period of such absence up to twenty (20) working days per separate incident and shall not forfeit any accumulated leave.
- (c) The Board shall reimburse an employee for the actual value of any personal property damaged or destroyed during such physical attack, in excess of any valid and collectable insurance in effect at the time of the attack, up to a maximum of \$200.00.
- (d) The Board shall assume medical costs beyond the employee's insurance coverage to a maximum of \$1,000.00 incurred by an employee as a result of such bodily injury.
- (e) The providing of the benefits specifically described above shall be the sole obligation of the Board under this Section.

Section 5 - Conditions for Providing Benefits

The Board's providing of the benefits described in Section four (4) of this Article are conditioned upon any or all of the following, to be determined by the Board:

- (a) The employee promptly files an official complaint, giving complete details of the physical attack, with the governmental agency having police jurisdiction in the matter.
- (b) The employee must have been performing his duties in a reasonable and prudent manner.
- (c) The physical attack must not have been provoked by the employee.
- (d) The Board shall receive a notarized statement from the employee, listing all personal property damaged or destroyed and reasonable proof of value, within two weeks of the physical attack.

- (e) The Board shall receive a statement from a medical doctor attesting to the employee's inability to return to work.

Section 6 - Reimbursement for Personal Property

The Board agrees to budget a sum of \$1500.00 each fiscal year to reimburse employees for the replacement of personal property stolen, damaged or destroyed while the employee was discharging his duties within the scope of his assignment. The Board shall provide this reimbursement only if the employee immediately informs his supervisor in writing of the loss and presents a notarized statement to the Board within ten (10) calendar days of the loss stating the circumstances of the loss and the estimated replacement or repair cost. No employee shall receive more than \$100.00 per fiscal year under this Section. The reimbursement provided by the Board shall be in excess of any valid and collectable insurance in effect at the time of the loss.

Section 7 - Legal Action Against an Employee

When suit for damages is instituted against an employee, resulting from an alleged wrongful act by the employee in the performance of assigned duties, the Board shall provide the employee with legal counsel and indemnification up to the limits of and in accordance with the Board's Educational Liability Policy in effect at the time of the occurrence. The Board shall also pay the \$2,500.00 retention fee provided for in the Policy. However, the Board shall have no obligation to provide any such legal counsel or indemnification in the event that the Board is the plaintiff in the suit against the employee or a Court or a jury determines that the employee was guilty of negligence or intentional wrongdoing. In no event shall the Board be obligated to indemnify the employee for any punitive or exemplary damages awarded in such a suit.

ARTICLE XII - SICK LEAVE

Section 1 - Accumulation of Benefits

At the beginning of each school year, an employee shall be credited with one (1) day sick leave allowance for each month of contractual employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave shall mean leave of absence because of illness of an employee from natural causes, accident or quarantine or illness or death of a member of the immediate family of an employee, including the employee's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

Sick leave shall be taken and charged in at least one-half ($\frac{1}{2}$) day increments.

Section 2 - Transfer of Sick Leave

Upon request, the Personnel Office shall inform all newly elected employees of the amount of transferred sick leave. The amount of transferred sick leave shall be included with accumulated sick leave on an employee's paycheck stub as soon as administratively possible.

Section 3 - Notification of Accumulation

Each employee shall be given a written accounting of accumulated sick leave days on each regular paycheck stub.

Section 4 - Sick Leave Bank

The Board and the Association agree to establish a sick leave bank in accordance with applicable state law and provisions as stated in Appendix G.

ARTICLE XIII - TEMPORARY LEAVES OF ABSENCE

Section 1 - Personal and/or Professional

Each employee shall be granted a total of three (3) days of paid leave per school year employed, non-accumulative, for personal and/or professional leave.

Professional leave shall be used for activities which will benefit the educational program of the school district. An employee planning to take professional leave shall request approval from his immediate supervisor at least five (5) working days in advance of his absence.

Personal leave may be used for personal reasons and can be taken at the discretion of the employee. An employee shall not be required to give reasons for the use of any personal leave.

An employee planning to take personal leave shall request approval from his immediate supervisor at least one (1) working day in advance of his absence, except when conditions beyond the control of the employee do not permit such advance request. If one (1) working day advance request is not possible, the employee shall request approval as soon as possible.

The approval of the Superintendent, his designee, or the Board shall be required under the following conditions:

- (1) If more than ten percent (10%) of the teachers in any given school request its use on the same day provided, however, on making this calculation any major fraction shall be considered as one (1); and in schools of five (5) teachers or less, one (1) teacher may take personal leave at his discretion;
- (2) If personal leave is requested during any prior established student examination period; or
- (3) If personal leave is requested on the day immediately preceding or following a holiday or vacation period.

Personal and/or professional leave shall be taken and charged in at least one-half (1/2) day increments.

Section 2 - Professional

Additional paid professional leave beyond that provided in section one (1) of this Article may be granted, upon request, by the Superintendent or his designee.

Section 3 - Religious

An employee whose religious affiliation requires the observance of a regularly scheduled religious service during an employee's scheduled workday shall be granted paid leave for a maximum of two (2) days annually non-accumulative for such services. However, this leave shall not be interpreted to include wedding ceremonies.

The employee's immediate supervisor shall grant religious leave upon request, provided that the leave is requested at least one (1) working day in advance of the anticipated absence.

Religious leave shall be taken and charged in at least one-half (1/2) day increments.

Section 4 - Jury and Legal

An employee called for jury duty or subpoenaed as a witness in court or required by the Board to appear in a court related proceeding during the workday shall suffer no loss in pay or leave days. Any fees or remuneration the employee receives during such leave shall be turned over to the Hamilton County School System.

Section 5 - Emergency

An immediate supervisor shall grant an employee paid emergency leave during the workday for a maximum of three (3) hours. Such leave shall be for a sudden, unexpected occurrence demanding immediate attention. Leave beyond three (3) hours shall be taken as personal leave, sick leave or leave without pay.

ARTICLE XIV - EXTENDED LEAVES OF ABSENCE

Section 1 - Parental

- (a) An employee shall be granted an unpaid leave of absence for a maximum of twelve (12) months for the purposes of child bearing and for the child care aspects associated with a newborn infant. However, the employee shall be allowed to use all or a portion of her accumulated sick leave for maternity leave purposes during the period of her physical disability only, as determined by a physician; provided that the teacher requests, in writing, to utilize accumulated sick leave and her physician provides written certification of her disability.
- (b) An employee shall be granted an unpaid leave of absence for a maximum of twelve (12) months when legally adopting an infant.

- (c) An employee shall be granted an unpaid leave of absence for a maximum of twelve (12) months for child rearing purposes. However, child rearing leave shall be granted only for an employee's natural or legally adopted child, who is unmarried and living in the employee's household and who requires an exceptional amount of attention or care.

Section 2 - Military

An employee conscripted for service in any branch of the United States Military shall be granted an unpaid leave of absence for the period of time required by the United States Government.

Section 3 - Public Office

An employee elected to a public office shall be granted an unpaid leave of absence for the period of time that is required by the elected office.

Section 4 - Educational Improvements

An employee may be granted an unpaid leave of absence for a maximum of twelve (12) months for the purpose of engaging in a program of studies related to his professional responsibilities at an accredited institution of higher education.

Section 5 - Recuperation of Health

An employee shall be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for health recuperation purposes. The Board reserves the right to request a physician's statement certifying that said leave is needed.

Section 6 - Association President

The Board may grant the Association President, upon request, an unpaid leave of absence for a maximum of twelve (12) months for the purpose of serving as association president.

Section 7 - Other Sufficient Reasons

An employee may be granted an unpaid leave of absence for a maximum of twelve (12) months for reasons other than those cited in sections one (1) through six (6) of this Article.

Section 8 - Requesting Extended Leave

An employee desiring to utilize an extended unpaid leave under this Article shall file a written request on the specified form with the Personnel Department at least thirty (30) calendar days in advance of the anticipated starting date of the leave. The Board may waive or reduce the thirty (30) day notice.

Section 9 - Requesting Extensions of Leave

An employee already on Board-approved parental leave, educational improvement leave, recuperation of health leave or other sufficient

reason leave as stated in this article may request extensions of the original leave for a maximum of twelve (12) months.

Section 10 - Conditions of Leave

The following conditions shall apply to an employee on Board-approved extended unpaid leave of absence:

- (a) Experience for salary rating purposes shall not accrue, except for military leave. A maximum of five (5) years experience shall be granted for military leave.
- (b) Sick leave days shall not accrue, but all accumulated sick leave days shall be reinstated upon return to service.
- (c) The Board's contribution toward all fringe benefits will be terminated; however, the employee may continue insurance coverage by making full payment of all premiums due.
- (d) The employee shall suffer no loss in the number of years of teaching experience previously established in Hamilton County.
- (e) An employee on Board approved leave for twelve (12) months or less shall return to the same position held before the leave. If the Board-approved leave exceeds twelve (12) months, the employee shall be placed in the same or a comparable position upon return from leave.

ARTICLE XV - SABBATICAL LEAVE

Section 1 - Length of Leave

Upon written request the Board may grant sabbatical leave to an employee for a maximum of one (1) calendar year in order to pursue a program of studies at an accredited institution of higher education which will benefit the Hamilton County School System.

Section 2 - Provisions of Leave

The following provisions shall govern sabbatical leave:

- a. To be eligible for sabbatical leave an employee must have completed at least seven (7) consecutive years of service in the Hamilton County School System prior to starting the leave and must have received a Master's Degree prior to starting the leave.
- b. An employee on sabbatical leave shall be paid one-half (1/2) of the regular salary received at the time the leave commences.
- c. All requests for sabbatical leave shall be submitted to the Board by January fifteenth (15) of the calendar year for which the leave would commence.

- d. Any employee who takes a sabbatical leave under the terms of this Article shall return to the Hamilton County School System for three (3) years of employment or refund to the Board all money received from the Board while on leave, on a pro-rated basis.

ARTICLE XVI - EMPLOYEE LOCAL EVALUATION

Section 1 - Applicability of Provisions

The provisions of this Article are applicable only to those portions of the evaluation which are Board-controlled and Board-initiated.

Section 2 - Notification

During the first three (3) weeks of school, each employee to be evaluated that year shall be informed of the local evaluation procedures, criteria, and instruments to be used during that school year, and of the supervisor(s) responsibility for his/her evaluation.

Section 3 - Evaluation

- (a) Evaluation shall be conducted only by the principal, or his designee.
- (b) Evaluations shall be based on personal observations and other documented evidence which shall be stated in the written evaluation. Classroom observations are to be at least thirty (30) minutes in length.
- (c) Non-tenured employees shall be observed for the purpose of evaluation at least three (3) times during the school year. These observations shall occur prior to March 15 each year.
- (d) An administrator shall be evaluated at least once every three (3) years by his/her supervisor(s).

Section 4 - Conferences and Reports

- (a) A copy of each formal written evaluation shall be given to the employee, and a conference shall be held between employee and the evaluator to discuss the formal written evaluation within twenty-one (21) school days following the final classroom observation.
- (b) Both parties shall sign the written evaluation, and a copy signed by both parties shall be given to the employee. It is understood that the employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.
- (c) If an employee feels that his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to all copies of the evaluation form.

- (d) The evaluator will hold a conference with the employee within two (2) working days after any classroom observation.
- (e) A written report concerning an employee's evaluation or competency shall not be placed in the employee's file, without a prior conference between the employee and his supervisor. The employee may attach written comments to such material.

Section 5 - Assistance Procedure

Written positive assistance shall be provided to employees within seven (7) working days upon recognition of "areas of deficiencies." For the purpose of this article the term "areas of deficiencies" shall apply to any observed deficiencies relating to job performance.

Section 6 - Evaluation Committee

An Evaluation Committee composed of four members selected by the Superintendent and four members selected by the Association, one (1) of which is to be a principal, shall be established to develop recommended changes in the evaluation. Such recommendations shall be submitted to the Board. The Committee shall elect its own Chairman and shall meet at least twice during the school year.

ARTICLE XVII - PERSONNEL FILES

Section 1 - Content Guidelines

The Board shall not establish any separate personnel file which is not available for the employee's inspection.

Anonymous materials shall not be maintained in an employee's personnel file.

Section 2 - Maintenance of Files

An employee shall be given a copy of any written letter of reprimand placed in the employee's personnel file by a supervisor at the time it is placed in the file. The employee also shall be given a copy of any letter of criticism placed in the employee's file, which is directed to the immediate supervisor, the Superintendent, or the Board concerning said employee's performance.

An employee shall be given the opportunity to rebut any letter of reprimand or criticism placed in the employee's file by attaching his own statement to the letter of reprimand or criticism within ten (10) working days of its placement in the file. The employee may add additional statement(s) later if new information related to the incident is developed.

The Superintendent will designate those administrative personnel who shall have access to the files of those employees under their direct supervision. A log (name and date) shall be maintained for others who review the files. Such log shall be available for examination by the employee.

A former employee shall receive immediate written notification in the event that documents other than routine, clerical ones are placed in his personnel file after severance, effective date of a letter of resignation, or the date on which a notice of non-renewal has been written to the employee. The Personnel Office shall provide said notice to the last address on file for the former employee.

Section 3 - Access to Files

An employee shall have the right, with prior appointment, to review the contents of his personnel file and to reproduce any documents contained therein. However, unless unusual circumstances exist, review of the file shall be granted within two(2) work days of the request. The employee shall have the right to have an Association representative accompany him during such a review.

The Board shall release to credit agencies only the present employment of an employee and his length of service in the system. Additional salary and personnel information shall be released only upon written authorization from the employee.

The Board shall verify to another school district or employer an employee's work experience in the system.

Materials may be permanently removed from the employee's file only with the prior notification of the employee. If the employee objects to the removal of said materials, he may place a written statement of his objections in his file.

The Personnel Office, upon authorization from the Superintendent, shall provide properly identified law enforcement personnel with an employee's address, work location, and dates of employment. Information in addition to this shall be released only upon presentation of an appropriate court order.

All personnel file reviews shall be conducted in the presence of the Personnel Officer or his designee.

Section 4 - Use of Files

In the event that the School Board is to take disciplinary action against an employee based on material in the personnel file, the employee shall normally be given at least three (3) work days notice prior to the Board meeting concerning the material in the personnel file upon which the action is to be based. The School Board shall not take action against an employee based on material which is contained in an employee's personnel file unless the material had been placed in the file within a reasonable time after the incident became known to the employee's supervisor(s).

Section 5 - Notification of Removal

Any notification in the file relating to the permanent removal of material from the file shall also be removed. Such notations shall not be recorded in the future.

ARTICLE XVIII - STUDENT DISCIPLINE PROCEDURES

Section 1 - Board and Association Responsibility

The Board recognizes its responsibility to maintain and approve student discipline procedures. The Association agrees to assist the Board in the development of student discipline procedures. Therefore, a Student Discipline Committee, consisting of four (4) members selected by the Superintendent and four (4) members selected by the Association, shall develop recommended procedures related to student discipline. These recommendations shall be forwarded to the Board for consideration. The Discipline Committee shall meet at least twice during the school year.

A copy of the student discipline procedures, recommended by the Committee and approved by the Board, shall be distributed to each school.

Section 2 - Local School Discipline Procedures

The local school administrator shall have the overall responsibility for student discipline in the building(s) and on the school grounds.

Section 3 - Classroom Discipline Procedures

Maintenance of proper student behavior is primarily the responsibility of the classroom teacher; however, in those exceptional situations where a teacher is experiencing difficulty in maintaining suitable student discipline, the teacher may temporarily remove a student from the class by referring him to the designated administrator. In such cases the teacher shall furnish the administrator with the full particulars pertaining to the referral as soon as his teaching obligations allow. Each referral shall be treated individually and without precedent according to the administrator's judgment.

ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1 - Definitions

- A. Grievance shall mean an allegation by an employee(s) that a specific section(s) of this Memorandum of Agreement has been violated, misinterpreted or misapplied and that such violation, misinterpretation or misapplication has resulted in a personal loss or inequitable treatment of the employee(s).
- B. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 a.m. the day following the day on which the time limits are based. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.
- C. Class grievance shall mean a grievance affecting more than one employee.

Section 2 - Levels

A. Informal Level

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Therefore, an employee who has a grievance shall meet with and discuss the grievance first with his immediate supervisor, in an attempt to resolve the matter informally. When the employee requests such a meeting, the employee shall inform his immediate supervisor that the meeting constitutes the informal level of the grievance procedure. Immediately upon the conclusion of the meeting the employee and immediate supervisor shall complete the Informal Level Grievance Form, Appendix E. The immediate supervisor will forward a copy of this form to the President of the Association at this time.

B. Formal Levels

Level 1 - Immediate Supervisor

If the matter is not resolved to the satisfaction of the employee at the informal level, within five (5) days of the informal discussion he shall set forth his grievance in writing to the immediate supervisor on the Grievance Form. The immediate supervisor shall arrange for a meeting to take place with the grievant to discuss the grievance within five (5) days of receipt of the grievance.

The immediate supervisor shall communicate his decision, with reasons, to the grievant and Association in writing within five (5) days of the grievance meeting.

Level 2 - Superintendent

The employee, no later than five (5) days after receipt of the immediate supervisor's decision, may appeal the decision to the Superintendent or his designee. The appeal to the Superintendent must be made in writing on the Grievance Form. The Superintendent or his designee shall arrange for a meeting to take place with the grievant to discuss the grievance within ten (10) days of receipt of the grievance.

The Superintendent shall within seven (7) days of the grievance meeting communicate his decision, with reasons, in writing to the employee, the immediate supervisor, and the Association.

Level 3 - Grievance Mediation Panel

If the grievance is not resolved to the employee's satisfaction by the Superintendent, he, no later than five (5) days after receipt of the Superintendent's

decision, may request a review by a Mediation Panel or he may go on to Level 4 - School Board. The Mediation Panel shall consist of two employees chosen by the Board and two employees chosen by the Association. The Mediation Panel shall meet within ten (10) days of the receipt of the request by the Superintendent and the President of the Association. This panel shall hear the grievance and shall explore various ways in order to resolve the grievance to the employee's satisfaction. The employee shall have ten (10) days after the conclusion of the mediation session(s) to appeal the grievance to Level 4 - School Board.

Level 4 - School Board

If the grievance is not resolved to the employee's satisfaction by the Superintendent, he, no later than seven (7) days after receipt of the Superintendent's or mediation panel's decision, may request a review by the School Board. The request shall be submitted in writing on the Grievance Form through the Superintendent of Schools, who shall attach all related documents and forward the request to the Board. The Board shall review the grievance. The review shall consist of a (1) written statement submitted by both parties to the Board prior to the Board meeting, (2) a presentation, not to exceed 10 minutes, by both representatives at the Board meeting and (3) Board questions and/or discussion regarding the grievance. A final and binding decision shall be rendered within thirty (30) days of receipt of the grievance at level four (4) by the Superintendent. Copies of the decision shall be provided to the grievant, the Superintendent, the immediate supervisor involved, and the Association.

Section 3 - Advanced Step Filing

- A. In the event that the immediate supervisor of an employee is the Superintendent of Schools, the first formal level shall be the Superintendent level.
- B. The first formal level for class grievances which involve employees from two (2) or more locations shall be the Superintendent's level.

Section 4 - Provisions Governing the Grievance Procedure

- A. A grievant may, at his option, be represented by an Association representative at all formal levels of the procedure. The individual hearing the grievance may, at his option, have a representative present during the formal levels. An employee who requests an Association representative shall not be required to discuss any grievance in the absence of the Association representative.
- B. Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.

- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant or alluded to in any communications between the administration and the prospective employer.
- D. No reprisals shall be taken by the Board, Administration, or Association against an employee because of his participation in a grievance.
- E. If the Board requires that an employee be away from his assignment due to the processing of a grievance, the employee shall suffer no loss of pay or benefits.
- F. It is understood that the grievant shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof have been fully determined.
- G. A grievance may be withdrawn at any level without establishing precedent.
- H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall result in the grievance being considered void.
- I. Notices of hearing dates, acknowledgements of the date of receipt of grievances, and decisions rendered must be in writing.
- J. For all grievances at level two (2) or three (3), grievance notices, or decisions shall be sent by certified mail.
- K. A grievance, to be considered under this procedure, must be properly initiated by the employee within twenty (20) days from the time the employee knew of the incident or should have known of the incident which caused the grievance.
- L. All formal grievance(s) must be submitted on the Grievance Form, Appendix F.
- M. The time limits prescribed in this procedure may be extended by written mutual consent.
- N. Withdrawal of a grievance at any level shall not indicate acceptance of the decision at that level.

Section 5 - Contract Administration Committee

The Board and Association agree to establish a Contract Administration Committee. Such committee shall be composed of the Director of Employee Relations and not more than four (4) employees selected by the Association. This committee shall meet at the request of either party, but not

more often than once a month. The function of this committee shall be to discuss problems related to the implementation and administration of this Memorandum of Agreement.

ARTICLE XX - EMPLOYEE RELATIONS

Section 1 - Procedures

If a supervisor should determine that an employee is to receive a warning, an oral reprimand or a written reprimand, the following procedures shall normally be followed:

- A. Warning - The supervisor and employee shall meet and discuss the problem. The supervisor shall specify a time period in which the problem is to be corrected. The two individuals shall jointly sign a statement indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the employee's personnel file.
- B. Oral Reprimand - The supervisor shall (1) meet with the employee, (2) permit the employee to explain his point of view, (3) discuss the problem and (4) state the corrective action to be taken, if any. The two individuals shall jointly sign a statement indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the employee's personnel file.
- C. Written Reprimand - The supervisor shall meet with the employee and state in writing (1) the rule violated, (2) the corrective action to be taken and (3) the consequences of further violations. The supervisor and employee shall sign and date the written reprimand.
- D. If a decision is made to place a copy of the written reprimand in the employee's personnel file, the employee shall have the right to submit a written answer to the reprimand and his answer shall be attached to all copies of the reprimand.
- E. Both the supervisor and employee shall be entitled to have a representative present at the oral reprimand and written reprimand meeting.
- F. If the employee feels any action taken in this article is without cause, he may file a grievance at that step, of Article XIX Grievance Procedure which is one step above his immediate supervisor's level.

Section 2 - Complaints

Any complaint regarding an employee made to any member of the administration by a parent, student or other person, which may be used in any manner when evaluating an employee's performance shall be promptly investigated. The employee shall be given an opportunity to respond and meet with the person making the complaint in order that he may rebut the complaint. If the person making the complaint refuses to participate in this procedure and no additional documented evidence supports the

allegation, no references to the complaint shall be placed in the employee's file. If a statement is to be placed in the personnel file, the employee shall acknowledge that he had the opportunity to review such complaint by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to all copies.

ARTICLE XXI - LEGAL SAVINGS

In the event that any provision(s) of this Memorandum of Agreement shall, at any time, be found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision(s) shall be void and inoperative to the extent that it violates the law; however, all other provision(s) of this Memorandum of Agreement shall continue in effect. If such legal action should occur, the parties shall, within 15 calendar days, enter into negotiations for the purpose of developing a replacement provision(s).

ARTICLE XXII - PRINTING AND DISTRIBUTION

Copies of this Memorandum of Agreement shall be printed by the Board and presented to all employees within thirty (30) days of ratification. The Board shall furnish 100 additional copies to the Association for its use. The Association shall pay half the cost of said printing.

ARTICLE XXIII - DURATION

Section 1 - Effective Dates of Agreement

The provisions of this Memorandum of Agreement will be effective as of July 1, 1985, and remain in full force and effect until June 30, 1986, or until a successor agreement has been ratified.

Section 2 - Negotiation Procedures

No later than March first (1) of the calendar year in which this Memorandum of Agreement is to expire, either party shall submit to the other written notice of its intent to negotiate a successor agreement. No later than March 15, the parties shall meet at a mutually convenient time and place and the party giving such notice shall submit all proposed modifications to the other party. Ground rules for negotiations shall also be discussed at this meeting. Subsequent meetings, concerned with the negotiation of a successor agreement, shall commence by April 15.

Section 3 - Reopening of Negotiations

During the second and third years of this agreement, the parties agree that Article VI - Salary, Supplemental Pay, Travel Allowance and Retirement Pay and Article VII - Insurance, shall be reopened for negotiations and further agree that either party may propose three additional articles for negotiations. Negotiations shall be reopened in accordance with Section 2 of this Article.

Section 4 - Commitments of the Parties

The Board and the Association agree that this Memorandum of Agreement constitutes the full and complete commitments between the two parties. Further, the Board and Association agree that this Memorandum of Agreement shall not be altered, changed, added to, deleted from, or modified in any way except as provided for within the confines of this Memorandum of Agreement.

Section 5

Signed and entered into this _____ day of _____, 19__.

For the Board

For the Association

Chairman, Hamilton County
School Board

President, Hamilton County
Education Association

Superintendent of Schools,
Hamilton County

Secretary, Hamilton County
Education Association

Chief Negotiator, Hamilton County
School Board

Chief Negotiator, Hamilton County
Education Association

APPENDIX A

DUES DEDUCTION AUTHORIZATION FORM

_____ SCHOOL YEAR

Print:

Name (Last/First) _____

Work Location _____

Position _____

Social Security Number _____

Total Amount to be Deducted _____

I hereby authorize the Hamilton County School Board to deduct from my salary the professional dues, in the amount listed above, beginning with the last paycheck in October and continuing thereafter for eleven (11) consecutive paychecks.

Date

Signature

APPENDIX B

HAMILTON COUNTY PUBLIC SCHOOLS Chattanooga, Tennessee

TEACHERS' SALARY SCALE^a

1985-86

BACHELOR'S DEGREE

MASTER'S DEGREE

Years Exp. In County ★	(10 Months)				TOTAL SALARY	Years Exp. In County ★	(10 Months)				TOTAL SALARY
	County Index	County Scale	State Scale	Scale			County Index	County Scale	State Scale	Scale	
0	1.00	2248	12615		14863	0	1.15	3342	13750		17092
1	1.03	2509	12800+500 ^a		15809	1	1.18	3578	13960+500 ^a		18038
2	1.06	2760	12995+305 ^a		16060	2	1.21	3814	14170+290 ^a		18274
3	1.09	3011	13185+115 ^a		16311	3	1.24	4057	14375+85 ^a		18517
4	1.12	3272	13375		16647	4	1.27	4306	14570		18876
5	1.15	3542	13550		17092	5	1.30	4542	14780		19322
6	1.18	3798	13740		17538	6	1.33	4788	14980		19768
7	1.21	4054	13930		17984	7	1.36	5019	15195		20214
8	1.24	4330	14100		18430	8	1.39	5260	15400		20660
9	1.27	4596	14280		18876	9	1.42	5505	15600		21105
10	1.30	4862	14460		19322	10	1.45	5751	15800		21551
11	1.33	5108	14660		19768	11	1.48	5992	16005		21997
12	1.36	5369	14845		20214	12	1.51	6238	16205		22443
13	1.39	5630	15030		20660	13	1.54	6479	16410		22889
14	1.42	5895	15210		21105	14	1.57	6710	16625		23335
15	1.48	6597	15400		21997	15	1.63	7397	16830		24227
20	1.52	7192	15400		22592	20	1.67	7991	16830		24821
25	1.56	7786	15400		23186	25	1.71	8586	16830		25416

*Including recognized outside experience

a. - The State Scale at Steps 1, 2 and 3 contains state funds in addition to the 4% state increase, which are not part of the index calculation.

APPENDIX B - Continued
TEACHERS' SALARY SCALE

M.A. Degree Plus 45 Qtr. Hrs.					Ed. S. Degree				
Years Exp. In County ★	(10 Months)				Years Exp. In County ★	(10 Months)			
	County Index	County Scale	State Scale	TOTAL SALARY		County Index	County Scale	State Scale	TOTAL SALARY
0	1.18	2658	14880	17538	0	1.21	2789	15195	17984
1	1.21	2894	15090+500 ^a	18484	1	1.24	3030	15400+500 ^a	18930
2	1.24	3155	15280+310 ^a	18745	2	1.27	3276	15600+300 ^a	19176
3	1.27	3396	15480+110 ^a	18986	3	1.30	3522	15800+100 ^a	19422
4	1.30	3632	15690	19322	4	1.33	3763	16005	19768
5	1.33	3868	15900	19768	5	1.36	4009	16205	20214
6	1.36	4109	16105	20214	6	1.39	4250	16410	20660
7	1.39	4350	16310	20660	7	1.42	4480	16625	21105
8	1.42	4600	16505	21105	8	1.45	4721	16830	21551
9	1.45	4841	16710	21551	9	1.48	4957	17040	21997
10	1.48	5072	16925	21997	10	1.51	5208	17235	22442
11	1.51	5308	17135	22443	11	1.54	5459	17430	22889
12	1.54	5564	17325	22889	12	1.57	5685	17650	23335
13	1.57	5795	17540	23335	13	1.60	5931	17850	23781
14	1.60	6046	17735	23781	14	1.63	6167	18060	24227
15	1.66	6733	17940	24673	15	1.69	6858	18260	25118
20	1.70	7327	17940	25267	20	1.73	7453	18260	25713
25	1.74	7922	17940	25862	25	1.77	8048	18260	26308

APPENDIX B - Continued
TEACHERS' SALARY SCALE

DOCTOR'S DEGREE				
Years Experience in County ★	Index	County Scale	(10 Months) State Scale	Total Salary
0	1.30	3012	16310	19322
1	1.33	3263	16505+500 ^a	20268
2	1.36	3504	16710+295 ^a	20509
3	1.39	3735	16925+80 ^a	20740
4	1.42	3970	17135	21105
5	1.45	4226	17325	21551
6	1.48	4457	17540	21997
7	1.51	4708	17735	22443
8	1.54	4949	17940	22889
9	1.57	5185	18150	23335
10	1.60	5431	18350	23781
11	1.63	5677	18550	24227
12	1.66	5908	18765	24673
13	1.69	6138	18980	25118
14	1.72	6399	19165	25564
15	1.78	7076	19380	26456
20	1.82	7671	19380	27051
25	1.86	8265	19380	27645

APPENDIX C

HAMILTON COUNTY PUBLIC SCHOOLS
Chattanooga, Tennessee

ADMINISTRATOR SALARY SCALE
FOR
PRINCIPALS, ASSISTANT PRINCIPALS, MANAGERS AND ASSISTANT MANAGERS
1985-86

Add \$200 to each local step of the Teachers' Salary Scale (Appendix B).

ADMINISTRATIVE SALARY SCALE

I. PRINCIPALS, ASSISTANT PRINCIPALS, MANAGERS, ASSISTANT MANAGERS

A. The salary for principals, assistant principals and vocational school managers shall be determined in the following manner:

1. All schools shall be designated as either a Class I school or a Class II school, based on the average daily attendance (ADA) for the previous school year.

Class I = 0-500

Class II = 501+

2. The salary shown at the appropriate step of the administrator salary scale is multiplied by the following appropriate index:

PRINCIPAL OR MANAGER

Elementary

Class I - 1.386

Class II - 1.417

Junior High

Class I - 1.473

Class II - 1.504

Senior High

Class I - 1.561

Class II - 1.593

ASSISTANT PRINCIPAL

Elementary

Class I - 1.193

Class II - 1.224

Junior High

Class I - 1.27
Class II - 1.30

Senior High

Class I - 1.35
Class II - 1.38

3. The following amount for experience as an administrator in Hamilton County Schools shall be granted:

1	-	2 years add - \$ 130
3	-	4 years add - \$ 320
5	-	6 years add - \$ 630
7	-	8 years add - \$ 950
9	-	10 years add - \$1260
11	-	14 years add - \$1580
15+		years add - \$1890

4. The total salary for a principal, manager or assistant principal shall be the sum of steps two (2) and three (3).

- B. The salary for a vocational school assistant manager shall be determined by multiplying the appropriate step of the administrator salary schedule by 1.10.

II. CENTRAL OFFICE ADMINISTRATORS

- A. Central Office administrators/supervisors shall have the option of being paid either on the Central Office Administrative/Supervisory Salary Scale or as per current practice (as a teacher working 12 months).

VACATION SCHEDULE FOR TWELVE-MONTH EMPLOYEES

All twelve-month employees shall annually receive paid vacation according to the following schedule. Experience shall mean experience in the Hamilton County School System.

<u>Experience</u>	<u>Vacation Earned</u>
0 - 10 Years	12 Days
11 - 20 Years	17 Days
21 and above Years	20 Days

As of June 30 of each year, the total accumulated vacation days may not exceed three times the number of days an employee could have earned that year. Any excess days will be lost as of July 1 of each year. The total of days taken during the fiscal year of retirement or termination and days of accumulated vacation paid at retirement or termination shall not exceed twice the current annual rate for the employee. Any remaining days will be forfeited.

APPENDIX C - Continued
ADMINISTRATIVE SALARY SCALE

CENTRAL OFFICE ADMINISTRATIVE/SUPERVISORY SALARY SCALE

		<u>INDEX FOR LEVELS</u>									
<u>Position</u>	1 11	2 12	3 13	4 14	5 15	6 16	7 17	8 18	9 19	10 20	
Asst. Area Coordinator	1.000	1.0357	1.0714	1.107	1.143	1.179	1.214	1.250	1.286	1.321	
	1.357	1.393	1.429	1.464	1.500	1.536	1.571	1.607	1.643	1.679	
Area Coordinator or Supervisor	1.215	1.257	1.300	1.346	1.393	1.442	1.493	1.545	1.599	1.655	
	1.713	1.773	1.835	1.899	1.966	2.034	2.106	2.179			
Division Coordinator or Director	1.643	1.700	1.717	1.822	1.885	1.951	2.020	2.090	2.163	2.239	
	2.317	2.398	2.483								
Assistant Superintendent	1.786	1.848	1.913	1.980	2.049	2.121	2.195	2.272	2.351	2.434	
	2.519	2.607									

Base = \$18,166 = Index of 1.00

APPENDIX D

SUPPLEMENTAL PAY SCHEDULE

The supplemental pay is a percentage of the teacher's annual salary. The following percentage is granted for each of the positions listed.

	<u>High School</u>	<u>Junior High</u>	<u>Middle School</u>
<u>Football</u>			
Head	.20	.12	.11
Assistant	.15	.08	.07
<u>Basketball</u>			
Head	.15	.10	.09
Assistant	.08	.05	.04
<u>Baseball</u>			
Head	.10	.04	.03
Assistant	.05	.03	.02
<u>Softball</u>			
Head	.10	.04	.03
Assistant	.05	.03	.02
<u>Track</u>			
Head	.10	.04	.03
Assistant	.05	.02	.02
<u>Wrestling</u>			
Head	.10	.05	.04
Assistant	.05	.03	.03
<u>Swimming</u>	.02		
<u>Golf</u>	.02	.01	.01
<u>Skeet</u>	.02		
<u>Cross Country</u>	.02	.01	.01
<u>Tennis</u>	.02	.01	.01
<u>Volleyball</u>	.05	.03	.02
<u>Intramural</u>			
Head		.04	.06
Assistant		.02	.04
<u>Band Director</u>	.08	.04	.04
<u>Athletic Director</u>	.05		

PROVISIONS GOVERNING THE SALARY SUPPLEMENT SCHEDULE

Senior High Schools

1. A teacher's total compensation (regular salary plus extra-curricular supplements) shall not equal or exceed the salary of the principal of the school to which the teacher is assigned. Nor shall the total extra-curricular supplement exceed thirty percent (30%) of the teacher's regular salary.
2. All athletic practices will be held after the regular teacher workday except in the event of an unavoidable conflict in the utilization of needed facilities.
3. An athletic season must be at least ten (10) weeks in length to qualify for a supplement.
4. The total compensation (regular salary plus extra-curricular supplements) for football coaches will be paid in twenty-two (22) payments.
5. If the school principal and the appropriate director determine that athletic practices must be confined entirely to the regular teacher workday the following reductions in the stated supplement shall occur:
 - A. Football - .03
 - B. Basketball - .03
 - C. Baseball - .02
 - D. Track - .02
 - E. Wrestling - .02
 - F. Softball - .02
 - G. Volleyball - .01
6. High schools with a ninth (9) grade may have one coach for each of the junior high sports at a junior high school head coach supplement.

Junior High and Middle Schools

1. A teacher's total compensation (regular salary plus extra-curricular supplements) shall not equal or exceed the salary of the principal of the school to which the teacher is assigned nor shall the total extra-curricular supplement exceed twenty-five percent (25%) of the teacher's regular salary.
2. The total compensation (regular salary plus extra-curricular supplements) for football coaches shall be paid in twenty (20) payments.

APPENDIX D - Continued

3. All athletic practices will be held before or after the regular teacher workday with the exception of one basketball team and the volleyball team(s) in each school. The stated supplements for the basketball coaches will be reduced by .02 in the junior high schools and .01 in the middle schools, if practices are confined entirely to the teacher's workday. The volleyball coach's supplement will be reduced by .01 at the middle school and at the junior high school if practices are confined entirely to the teacher's workday.
4. A season must include scheduled competition with other teams on at least five (5) occasions in order to qualify for the coaching supplement. The maximum number of contests will be determined by the appropriate director.

1 2

INFORMAL LEVEL GRIEVANCE FORM

The undersigned hereby agree that on _____ a
date
meeting was held in accordance with Article XIX, Grievance Proce-
dure, Section 2-A, of the current Memorandum of Agreement.

Immediate Supervisor

Employee

(1 copy to the employee and 1 copy to the immediate supervisor)

APPENDIX F

GRIEVANCE FORM

Case Number _____

Grievant's Name _____

Work location _____ Assignment _____

Date of alleged violation _____

Article(s) and section(s) alleged to have been violated _____

Specific statement of grievance _____

Reason(s) for dissatisfaction with immediate supervisor's/Superintendent's decision _____

Grievant's signature

Date

Administrator's/Board's decision _____

Date received by Administrator/Board

Signature

Position

Date

(1 copy to the grievant, 1 copy to the immediate supervisor, 1 copy to the Director of Employee Relations and 1 copy to the Association President)

APPENDIX G

HAMILTON COUNTY SCHOOL BOARD HAMILTON COUNTY EDUCATION ASSOCIATION

SICK LEAVE BANK

I. PURPOSE

The purpose of the Sick Leave Bank is to provide sick leave to contributors who have suffered an unplanned, personal illness, injury, disability or quarantine and whose paid leave is exhausted.

II. ADMINISTRATION

The Sick Leave Bank shall be administered by a Committee of Trustees. The Committee shall be composed of five (5) members: two (2) members appointed by the School Board, two (2) members appointed by the Association, and the Superintendent of Schools who shall chair the Committee.

III. MEMBERSHIP

Persons entitled to sick leave under TCA 49-5-710 shall become a member of the Bank by donating one day of accumulated sick leave.

IV. RULES

1. A minimum participation of twenty (20) members shall be required to establish the Bank.
2. Any teacher who elects to participate in the Bank shall initially have one (1) day of sick leave deducted from his/her personal accumulation and deposited to the Sick Leave Bank. Teachers electing to participate shall do so only during the months of August, September, or October of any year. Donations of sick leave to the Bank are nonrefundable and nontransferable, unless the Bank is dissolved.
3. If at any time the number of days in the Sick Leave Bank is less than twenty (20), or one (1) per member if there are more than twenty (20) members, or at any time deemed advisable, the Committee shall assess each member one (1) or more days of accumulated sick leave. If a member has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the teacher.
4. By written notice to the Trustees, a member may withdraw from Bank participation effective June 30 next. Membership withdrawal shall result in forfeiture of all days contributed.

APPENDIX G - Continued

5. Members of the Sick Leave Bank shall be eligible to make application to the Bank for sick leave only after having been a member of the Bank for thirty (30) calendar days.
6. A participant shall not receive any sick leave from the Bank until after having exhausted all accumulated paid leave, including all paid Board extensions and then only after satisfying a three (3) day waiting period.
7. Leave grants from the Bank, recommended by the Board of Trustees shall be in units of no more than twenty (20) consecutive pay days for the individual applicant. Applicants may submit requests for extensions of such leave grants before their prior grants expire. The maximum number of days any participant may receive in any fiscal year is sixty (60). The maximum number of days any participant may receive as a result of any one or recurring diagnosed illness or accident is ninety (90) days. Days from the Bank may not be utilized for those days when an employee would not receive pay. The Trustees may establish regulations restricting the number of days which may be withdrawn from the Bank by one (1) member on account of one (1) illness, particularly any known illness existing at the time the teacher elected to participate in the Bank.
8. In the event a member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave days, a family member or agent may file the request.
9. All requests to utilize days from the bank shall be accompanied by a physician's statement verifying the cause of the illnesses or injury and attesting to the individual's inability to perform assigned duties. Refusal to supply such a statement shall result in the request being denied.
10. Sick leave granted a member from the Bank need not be repaid by the individual except as all members are uniformly assessed.
11. Grants of sick leave from the Sick Leave Bank shall not be made to any member on account of any elective surgery, or illness of any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local retirement plan.
12. A member shall lose the right to obtain the benefits of the sick leave bank by:
 - (a) Resignation or termination of employment.
 - (b) Cancellation of participation which is effective on June 30 next.

APPENDIX G - Continued

- (c) Refusal to honor such assessment as may be required by the Committee of Trustees.
 - (d) Being on approved leave of absence with the exception of personal illness or disability leave.
 - (e) Retirement
13. All actions of the Trustees shall require three (3) affirmative votes and shall be final and binding.

V. PROCEDURES

1. Contributions to the Bank must be made on a Sick Leave Bank Donation Form.
2. The Trustees shall act affirmatively or negatively on all applications within ten (10) calendar days of the application.
3. An applicant may be required to undergo at his/her expense a medical review by a physician approved by the Committee.
4. Any person submitting a request to draw on the Bank must have made his/her proper contribution for the fiscal year in which the request is made.
5. All records of the Sick Leave Bank shall be kept in the Finance Office. The trustees shall inform this office of all applications they approve and the amount of additional leave granted the member.
6. Any days approved by the Trustees but not utilized by an individual shall be returned to the bank.
7. Pay for approved sick leave bank days shall be made on the next regularly scheduled payroll date for that individual.
8. Enrollment in the bank shall be for the current year and subsequent years unless revoked in writing. Such cancellation shall be effective June 30 next.
9. The Trustees of the bank shall be responsible for developing all necessary forms for the implementation and administration of the bank.
10. Each member shall sign an authorization form stating that they are aware of the provisions of the sick leave bank and also relieving the Board, the Association and the individual Trustees from any liability as a result of action taken by the Trustees.

APPENDIX H

PROCEDURES REQUIRING A SECOND MEDICAL OPINION

Breast Surgery
Bunionectomy
By-Pass Surgery
Cataract Removal
Cholecystectomy
Hammer Toe Correction
Hemorrhoidectomy
Hysterectomy
Joint Replacement
 Hip & Knee
Laminectomy
Meniscectomy
Nephrectomy
Operations on Prostate
 (Prostatectomy)
Repair of Hernia
Submucous Resection
Tenosynovectomy
Tonsillectomy and/or
 Adenoidectomy
Vain Ligation & Stripping

APPENDIX I

OUTPATIENT SURGICAL PROCEDURES

Excision, benign lesion up to 0.6 cm on trunk, arms or legs

Excision, benign lesion 0.7-1.2 cm on trunk, arms or legs

Excision, benign lesion 1.3-1.8 cm on trunk, arms or legs

Excision, benign lesion up to 0.6 cm on scalp, neck, hands, feet, genitalia

Excision, benign lesion 0.7-1.2 cm on scalp, neck, hands, feet, genitalia

Excision, benign lesion 1.3-1.8 cm on scalp, neck, hands, feet, genitalia

Excision, benign lesion up to 0.6 cm on face, ears, eyelids, nose, lips, or mucous membrane

Excision, benign lesion 0.7-1.2 cm on face, ears, eyelids, nose, lips, or mucous membrane

Excision, benign lesion 1.3-1.8 cm on face, ears, eyelids, nose, lips, or mucous membrane

Flap revision (plastic surgery, simple)

Meloplasty (plastic surgery of the cheek)

Split skin graft, trunk, scalp, arms, legs, hands, and/or feet

Full thickness graft, free, including direct closure of donor site--trunk

Full thickness graft, free, including, direct closure of donor site--scalp, arms, legs

Full thickness graft, free, including direct closure of donor site--forehead, cheeks, chin, mouth, neck, axillae, genitalia, hands or feet

Full thickness graft, free, including direct closure of donor site--eyelids, nose, ears, and lips

Biopsy of breast, needle

Excision of cyst, fibroadenoma or other benign tumor, aberrant breast tissue, duct lesion or nipple lesion (not mastectomy)--unilateral

Excision of cyst, fibroadenoma or other benign tumor, aberrant breast tissue, duct lesion or nipple lesion (not mastectomy)--bilateral

APPENDIX I - Continued

Excision lesion of tendon sheath or capsule (e.g. cyst or ganglion)
--wrist

Excision lesion of tendon sheath or capsule (e.g. cyst or ganglion)
--hand or finger

Excision of Morton neuroma, single, each

Bronchoscopy--diagnostic, rigid or fiberoptic bronchoscope

Bronchoscopy--with biopsy

Biopsy or excision of lymph node

Biopsy or excision of lymph node--deep cervical node

Gastroscopy (diagnostic)

Gastroduodenoscopy with or without esophagoscopy

Gastroduodenoscopy with or without esophagoscopy with biopsy

Colonoscopy (by fiberoptic instrument), descending colon

Colonoscopy (by fiberoptic instrument), with biopsy

Colonoscopy with polypectomy

Colonoscopy (by fiberoptic instrument), transverse colon

Cystourethroscopy with calibration and/or dilation of urethral stricture

Cystourethroscopy with urethral meatotomy, unilateral or bilateral

Vasectomy, unilateral or bilateral

Dilation and curettage, diagnostic and/or therapeutic (non-obstetrical)

Neurolysis and/or transposition, median nerve at carpal tunnel

RAS:moa

6178-008b183f006 — 03