

AMENDMENT TO AGREEMENT

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This Amendment to Agreement entered into this the 15th day of September, 2014 by and between the **FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "Board") and the **FINNEYTOWN ASSOCIATION OF SUPPORT PERSONNEL** (hereafter the "Association"),

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"), the effective dates of which are July 1, 2013 through June 30, 2015;

WHEREAS, the Agreement contains a reopener provision for negotiations on certain delineated items;

WHEREAS, the parties have come to agreement on those negotiations.

NOW THEREFORE, it is hereby **AGREED** as follows:

1. The following provisions shall be amended as set forth below.

6.05 BID PROCEDURE FOR EXTRA BUS ASSIGNMENTS

6.0501 The Director of Business and Academic Services or the Supervisor of Transportation will review fall, winter and spring athletic trip requests to determine which trips are eligible for bid. After this determination has been made, the Supervisor of Transportation will call a meeting of all bus drivers interested in bidding on athletic trip requests. Eligible trips are those defined as trips where the Board of Education is providing transportation for Finneytown students using Board owned school buses.

- A. All drivers will be informed of the meeting and afforded an opportunity to bid on the eligible athletic trip requests.
- B. If no driver accepts a particular trip request, the trip request may be given to a person who is not a member of the bargaining unit or assigned to the least senior employee in the bus driver classification who must accept said assignment.

6.0502 Prior to this meeting all eligible athletic trip requests will be arranged in order of the earliest calendar date requested through the final trip requested.

- 6.0503 The Director of Business and Academic Services or the Supervisor of Transportation will review all field trip requests to determine which trips are eligible for bid. At the initial meeting of all known eligible field trips, an equitable basis of assignment will be used starting with seniority. Driver #1 schedules first selection of his/her choice; driver #2 selects first trip of his/her choice, etc. through the entire group of interested bus drivers. This rotation procedure continues on an equitable basis for all interested drivers even when field trips are added to the pool for assignment.
- 6.0504 Other music and academic field trips will be assigned in a like manner as they become available. These trips shall be promptly posted and requested directly to the transportation supervisor. He/she will then assign them in the same fashion as the athletic trips.
- 6.0505 If a driver has to cancel a field trip assignment for any reason, the transportation supervisor must be notified at least twenty-four (24) hours prior to the date of the trip. Failure to notify the supervisor prior to twenty-four (24) hours will result in the driver losing his/her next scheduled trip.
- 6.0506 The transportation department will assign all drivers for field trips. Under no circumstance may a driver secure a replacement for a trip.
- 6.0507 If a field trip is scheduled so that the eligible driver would receive overtime, that driver will be skipped. If no other regular driver accepts the trip, the trip may be given to a person who is not a member of the bargaining unit. If no other regular driver or non-bargaining unit member accepts the trip, then the eligible driver may receive the trip and the overtime. If a driver is assigned a trip and accumulates enough hours for overtime, he/she will receive the overtime. Any driver who is skipped because of overtime shall not lose his/her place in the seniority rotation.
- 6.0508 Throughout the year, part time drivers will have their average hours per week calculated. If a part time driver has scheduled hours of a field trip after October 31 that would cause their weekly average to equal or exceed 30 hours per week, that driver may not be scheduled for field trips until their average hours per week drops back to under 30 hours per week.
- 6.0509 Any field trip that is greater than a four (4) hour trip may be bid to two (2) drivers who will share the driving and be paid for their usual driving time only. The Board cost will not be greater for two (2) drivers splitting the trip than if only one (1) driver had driven the trip.
- 6.0510 Overnight trips will be paid as determined by the Superintendent. The driver will be paid their regular hourly rate of pay for the actual driving time to and from the event. In addition, the driver will be reasonably compensated for meals and lodging. In addition, the driver will be compensated a flat fee of fifty dollars (\$50.00) per day. The trip may be assigned to the least senior driver.

- 6.0511 Extra trips taken on Saturday, Sunday, and/or a school holiday will receive pay at the rate of time and one-half after the driver has worked more than forty (40) hours that week. Weeks are calculated from 12:00 midnight Sunday to 12:00 midnight Sunday.
- 6.0512 Extra trips will be paid at a driver's normal rate per hour to the closest quarter hour. No extra trip will receive pay for less than two (2) hours.
- 6.0513 Time begins with a fifteen (15) minute pre-trip inspection and ends when the bus is stored. This includes "waiting time."
- 6.0514 Drivers will keep track of their own time and will keep a separate time card for extra trips under the supervision of the appropriate administrator or supervisor.
- 6.0515 If a scheduled trip is cancelled, and rescheduled for a time that conflicts with other secured trips preventing the original driver from taking the trip, the driver's name will be placed on the cancellation list.
- 6.0516 The Board may use charter transportation or van(s) if Finneytown buses are unavailable or if the number of students participating or the distance to the event justifies such use. In those instances where Finneytown drivers are not available to drive, the Board may also contract with other public school districts through for the transportation of its students if the other district's students are also attending the field trip.

8.01

PAY

- 8.0101 In each year of the term of this negotiated Contract, each member of the bargaining unit shall be paid in accordance with the salary index, as set forth in Appendix E. For the 2013-2014 school year, bargaining unit members will be placed on a step no greater than the step at which they would have been placed for the 2011-2012 school year but for the step freeze instituted for the 2011-2013 school years. For any member not employed by the Board of Education prior to 2011-2012 school year the member shall advance a step on the salary schedule for the 2013-2014 school year, if applicable.

For the 2013-2014 school year, the hourly wage rates in Appendix E shall increase by three quarters of one percent (.75%). Both the step increase and the base increase shall be retroactive to July 1, 2013 and shall be based on each individual employee's base salary for the 2013-2014 school year, and shall not include any hours that may have been worked as overtime, extra time and/or field trips. In order to be eligible for the retroactive pay and/or the base increase, the employee must be employed by the District as of the date of ratification.

In addition to the above, each employee will receive a lump sum payment equal to three quarters of one percent (.75%) of the individual employee's base salary for the 2013-2014 school year. The lump sum shall be determined after the application of the step and base increased noted above. Payment will be made by separate check on or before February 28, 2014.

In order to be eligible for payment the employee must be employed on that date.

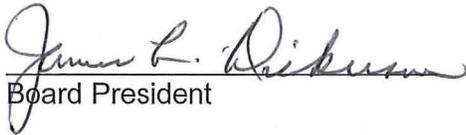
For the 2014-2015 school year each member shall advance a step on the salary schedule, if applicable. The hourly wage rates in Appendix E shall increase by one and ninety-five hundredths of a percent (1.95%). Both the step increase and the base increase shall be retroactive to July 1, 2014 and shall be based on each individual employee's base salary for the 2014-2015 school year, and shall not include any hours that may have been worked as overtime, extra time and/or field trips. In order to be eligible for the retroactive pay and/or the base increase, the employee must be employed by the District as of the date of ratification.

2. Supplemental Positions

The Board and the Association shall meet together no later than September 30, 2014 to discuss eligibility of classified employees to fill supplemental positions as listed in the Finneytown Education Association Collective Bargaining Agreement. The Board shall present an initial list of positions for which classified employees are eligible and the Association shall have an opportunity to advocate for the inclusion of other positions. Positions shall be deemed eligible for classified employees if the remuneration for the position is deemed nominal in accordance with the FLSA.

3. All other provisions of the Agreement not addressed herein shall remain as set forth in the current Agreement.

**FINNEYTOWN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**


Board President



Board Treasurer

**FINNEYTOWN ASSOCIATION
OF SUPPORT PERSONNEL**


Association President