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A NEGOTIATED AGREEMENT

Between the

FRANKLIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

And the

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTL. UNION

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Effective July 1, 2012 through June 30, 2015

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PREAMBLE

This Agreement, entered into by the Franklin Local School District Board of Education and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Intl. Union, has as its purpose the following:

to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein. The parties intend the terms of this agreement to supersede any Ohio Revised Code provision on the subject.

ARTICLE I - RECOGNITION AGREEMENT

The Franklin Local School District Board of Education, hereinafter referred to as the "Board," recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Intl. Union, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative for all full-time non-teaching employees of the Board in the following classifications: all contract support staff, teachers aide, aide/Title I, library aide, secretaries, head cooks, cooks and cashiers, and all bus drivers, bus mechanics, custodians and maintenance employees. Specifically excluded from the bargaining unit are all other employees of the Franklin Local School District, including substitute, temporary, seasonal or casual employees, and all supervisory, management, confidential and professional employees as defined by Chapter 4117 of the Ohio Revised Code.

## ARTICLE II - NEGOTIATIONS PROCEDURE

### A. Directing Requests

Requests in writing for negotiation meetings from the Union will be made directly to the Superintendent or his designee. Requests from the Board will be made in writing to the President of the Union. Requests for negotiation meetings shall be submitted between sixty (60) and ninety (90) days prior to the expiration of the contract term. The negotiation procedures set forth in this Article constitute the entire dispute settlement procedure mutually agreed to by the parties.

### B. Negotiation Meetings

1. An agreement will be reached by the Board and the Union within five (5) days of the request to negotiate as to the time and place of the meeting which shall be held within fifteen (15) days after the request has been submitted. The initial meeting between the parties shall be for the sole purpose of the Union presenting its proposals. The Board shall present its proposals at the second meeting. All items proposed by the parties shall be written in full (laundry lists shall be rejected) and submitted to the representative(s) of both teams. No additional items shall be submitted by either party following their initial presentation of proposals, unless mutually agreed to by the parties. Additional ground rules, if any, will be established at the first meeting.

2. Negotiation meetings shall be in executive session unless mutually agreed to by both parties. Negotiation meetings shall be held between the negotiating teams.

3. Time and dates as used in this Article may be changed by mutual agreement.

4. It is understood by the parties that employee union representatives will be released from work to participate in negotiation meetings. Such employees will not, however, be paid for the time they attend such meetings.

C. Representation

Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board shall meet with designated representatives of the Union to negotiate in good faith. While no final agreement shall be executed without ratification by the Union and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. Information

The parties agree to furnish each other, upon written request and in a reasonable time, all factual information pertinent to the items being negotiated.

E. While Negotiations are in Progress

1. Caucus

The Chairman of either group may recess his/her group for an independent caucus of reasonable duration at any time.

2. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.

3. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. Agreement

If consensus is reached on those matters being negotiated, the understanding of the teams shall be reduced to writing and submitted to the membership of the Union for ratification. If ratified, the written contract between the parties shall be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full Board, the agreement shall be signed by both parties.

G. Disagreement

1. The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under Ohio Revised Code Section 4117.14.

2. If agreement is not reached on matters being negotiated forty (40) days prior to the expiration of this agreement, or at any other period of time established by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call for mediation, either party or the parties jointly shall petition, in writing, the Federal Mediation and Conciliation Service to provide a list of seven (7) names. If there are no names acceptable on this list to one of the parties, that party may request a second list. The parties shall alternately strike a name until one remains and that person shall serve as the mediator.

3. In the event that the Federal Mediation and Conciliation Service makes a policy not to provide assistance to public school districts or is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the Federal Mediation and Conciliation Service to provide a list of seven (7) names. If there are no names acceptable on this list to one of the parties, that party may request a second list. The parties shall alternately strike a name until one remains and that person shall serve as the mediator.

4. The mediator shall have the authority to schedule and conduct meetings for the purpose of assisting the parties to reach a settlement of the impasse.

5. Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

6. Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more

than ten (10) days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

7. The cost in securing and utilizing the services of a mediator shall be shared equally by the Board and the Union.

8. Should no agreement be reached at the conclusion of the mediation period, the Board may implement its last and best offers, and the Union retains the right to strike under the provisions of Ohio Revised Code Section 4117.14(D)(2).

### ARTICLE III - NO STRIKE/NO LOCKOUT

A. The Union and employees covered by this Agreement agree that they will not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, including the honoring of any picket line established by other employees of the Board or employees of other Employers, or other unlawful interference with the normal operations of the Board for the duration of this Agreement.

B. The Union shall, at all times, cooperate with the Board in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Board is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately, and shall promptly do whatever it can to prevent or stop such unauthorized acts.

C. During the life of this Agreement, the Board shall not cause, permit, or engage in any lockout of the bargaining unit employees.

#### ARTICLE IV - BOARD RIGHTS

A. The Union recognizes that the Board and the Superintendent are the bodies of authority solely vested with the right to run and fund the Franklin Local Schools, that the Board and the Superintendent shall have the right to take any action they consider necessary and proper to effectuate management policy, whether expressed or implied, and that there is no duty to bargain over such decisions or the effect(s)/affect(s) of such decisions.

B. Except as expressly limited by this contract, nothing herein impairs the right and responsibility of the Board to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, discharge for just cause;
6. Lay off, transfer, assign, schedule, promote or retain employees;
7. Determine the adequacy of the work force;
8. Determine the overall mission of the Board as a unit of government;
9. Effectively manage the work force;

10. Take actions to carry out the mission of the Board as a governmental unit.

C. Board rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that they are limited by a specific provision of this Agreement. Failure to exercise a right, or exercising it in a particular way shall not be deemed a waiver of any management right.

#### ARTICLE V - UNION RIGHTS

A. Representation Visitation

Representatives of the Union may transact official Union business on school property as long as they do not unduly disrupt or interfere with work performance. The immediate supervisor shall have the authority to determine whether the representatives absence from work or the representatives visit to another employee "unduly disrupts or interferes with work performance." The immediate supervisor shall not arbitrarily or capriciously withhold his permission for the transaction of union business. In the event there is a dispute as to whether the immediate supervisor properly decided whether the representative's absence from work or visit with another employee would "unduly disrupt or interfere with work performance," an employee is entitled to grieve such decision and such decision will be subject to an arbitrary and capricious standard. Union representatives must report to the office before transacting such business.

B. Bulletin Boards

The Union shall have the privilege of using designated school bulletin boards for communications concerning Union matters.

C. Building and Equipment Use

1. Subject to availability, the Union may use for Union business school buildings and equipment. Requests for the use of school buildings and equipment shall be directed at least 3 days in advance to the appropriate building principal.

2. The charges to the Union for the use of school buildings and equipment shall be as follows:

Cost of any special custodial or other employee services required as a result of Union use of school buildings and/or equipment;

Cost of Board office supplies utilized by the Union;

Cost of using copying and duplicating machines leased or owned by the Board which cost shall be at the prevailing rate.

3. Board Policy Books--The Board shall provide one copy of the Board Policy Book to the Union without charge. The Board shall also provide all changes to the Policy Book in order that it may be kept current.

4. Annual Orientation Meeting--At the beginning of each school year, there shall be an orientation meeting for all employees. Attendance is mandatory for all employees.

D. Board Meetings

The Administration shall make available to bargaining unit members notices prepared for board members and newspapers for regular board meetings. The Administration also shall make available to bargaining unit members copies of board agenda and board minutes. The above documents shall be placed in the central office and given to bargaining unit members upon request.

ARTICLE VI - UNION DUES

A. During the term of this Agreement the Board will check off monthly dues, assessments, and if owing initiation fees, each as designated by the International

Secretary Treasurer of the Union as membership dues in the Union. The following general conditions will be applicable:

B. The Board agrees to deduct USW membership dues in the amount of 1.3% of the employee's gross pay each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided by the USW must be presented to the Board by the employee. Upon receipt of the proper authorization, the Board will deduct USW dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Board.

C. The Board agrees to deduct voluntary contributions to the Steelworkers PAC fund from an employee's pay in an amount designated by that employee on the form provided by the Union for the purpose of voluntary check off. The Employer will be given a signed authorization form prior to any such deductions being made. The employee may revoke a signed authorization at any time. The total amount of deductions shall be remitted at least monthly to the International Union at the address identified for that purpose. The Board shall be indemnified for the implementation of this provision by the union in the same manner as the indemnification set forth in this article I(5).

D. The parties agree that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of USW dues. The USW hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from deductions made by the Board pursuant to this Article. Once the funds are remitted to the USW, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the USW.

E. The Board shall be relieved from making such individual "check-off" deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the USW.

F. The Board shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of USW dues.

G. The rate at which dues are to be deducted shall be certified to the Board by the treasurer of the USW during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

H. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Board for the duration of this Agreement.

I. Fair Share Fee.

1. Payroll Deduction of Fair Share Fee - The Board shall deduct 1.078 % or such other percentage upon written notice from the International Secretary/Treasurer of the employee's gross pay from the pay of members of the bargaining unit who elect not to become or remain members of the USW, a fair share fee for the USW's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the USW's work in the realm of collective bargaining and contract administration.

2. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not exceed 100% of the USW dues for members, shall be transferred by the USW to the Treasurer prior to February 15 of each year during the term of this contract for the purpose of determining the amount to be payroll deducted. The Board agrees to transmit all amounts deducted to the USW at the same time and to the same place as regular membership dues.
3. The USW represents to the Board that an internal rebate procedure has been established in accordance with Section No. 4117.09(C) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the USW, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
4. Entitlement of Rebate - Upon timely demand, non-members may apply to the USW for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the USW.
5. Indemnification of Board - The USW shall defend, indemnify and hold harmless the Board, individual Board members, the Treasurer, and any and all other officers and employees of the Board against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this Article, specifically including, but not limited to, any costs arising from an action in any court or administrative agency alleging that the USW's internal rebate procedure is legally defective.

## ARTICLE VII - LABOR-MANAGEMENT COMMITTEE

A. The purpose of the Labor-Management Committee is to provide a process and a means whereby the Board and the Union can work constructively together for the general welfare and improvement of the school district.

B. In the interest of sound labor/management relations, upon the request of either party, the Superintendent and the Union President shall meet to discuss pending problems and to promote a more harmonious labor/management relationship. Neither party shall request more than four (4) labor/management meetings within any one school year.

C. Whenever possible, the Superintendent and the Union President will identify a tentative agenda for such meetings two (2) days in advance of each meeting.

## ARTICLE VIII - PERSONNEL FILES

A. This Chapter will supersede Chapter 1347 of the Ohio Revised Code and any other contrary provisions of law. The provisions of this section shall not be subject to the grievance procedure.

B. There shall be an official, confidential personnel file for each employee maintained in the Board office. Administrators and supervisors may maintain their own personal independent files for their own use.

C. Employees and/or their authorized representatives shall have access to their personnel files upon reasonable request. At the time of such review, the employee shall be entitled to copies of any materials in his/her file at his/her expense.

D. Except as may otherwise be required by state law, access to an employee's personnel file shall be limited to the Board and/or its counsel, the Superintendent, the Treasurer, and other administrators who directly supervise that employee.

E. If an employee disputes the accuracy, relevance, timeliness or completeness of material in his/her file, or compliance with any provision of this Article, he/she may file a written complaint with the Superintendent who shall conduct

an investigation. The complaint shall specify the reasons why the employee believes the material lacks one or more of these qualities or is in violation of any of these provisions.

1. If the Superintendent determines the complaint has merit, the material in dispute shall be modified or removed from the employee's file.
2. If the Superintendent denies the complaint or fails to respond or in any case, the employee is entitled to attach a written response to the item.

F. Anonymous letters and materials may be placed in an employee's personnel file and serve as the basis of an initial investigation by the Superintendent or his designee. Such anonymous letters or materials shall not, however, serve as the sole basis for disciplinary action.

G. Material in a personnel file may also be removed upon written mutual agreement of the employee and the administrator who made the entry or the Superintendent.

#### ARTICLE IX - HEALTH AND SAFETY

A. It is agreed that the health and safety of the work force is a prime concern and responsibility of both parties. Alleged unsafe working conditions or hazards must be reported to the Superintendent as soon as such alleged conditions or hazards are known. The Superintendent shall investigate the condition promptly and determine whether such condition does in fact present a significant threat to the safety or health of the employees involved and, if he deems it necessary, initiate appropriate corrective action. A union representative may present to the superintendent, in writing, information the union believes relevant to the issue being investigated for consideration by the superintendent.

B. Employees who refuse to perform work assignments which they believe to be unsafe will not lose wages or benefits, if management finds that the assignment

actually was unsafe beyond the normal hazards inherent in the job. The reasonableness of management's decision is subject to the grievance procedure.

C. An employee injured on the job and who as a result of such injury is unable to return to his assigned job for the balance of his shift will not lose wages or benefits for the remainder of the day. The unit chairman, or his designee, will be notified promptly of lost time accidents or a fatality of a union member.

#### ARTICLE X - GRIEVANCE PROCEDURE

##### A. Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

##### B. Definitions

1. "Grievance" shall mean a claim by an employee that there has been a violation, misinterpretation, or misapplication of the language in this contract. The employee making the claim shall sign the grievance.
2. "Grievant" shall mean the employee initiating a grievance who claims to be adversely affected by some action of the Board or its administration.
3. "Immediate Supervisor", for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
4. "Days" shall mean actual work days in which the central office is open for the transaction of official school district business.

##### C. General Provisions

1. The grievant has the right to Union representation at all formal meetings and hearings involving the grievance.
2. The Union has the right to be present for the adjustment of any and all grievances.
3. Grievance forms shall be exhibited in the appendix of this Contract.

4. The Union shall receive copies of all communications in the processing of grievances.
5. A grievance can be withdrawn by the grievant at any time but may not be refiled.
6. Once the grievance is submitted in writing, the statement of the grievance and references to the contract sections alleged violated may not be altered or supplemented. The grievant shall not otherwise change the grievance from that which was first present at Step One. Any attempt to change the grievance after submission at Step One shall result in the grievance being waived.

D. Time Limits

1. The number of days indicated at each step in the procedure shall be maximum and may be extended on only by written mutual agreement of the parties.
2. Failure of the grievant to comply with timeliness shall be cause for the grievance to be dismissed.
3. Failure of the school officials at Steps One and Two to comply with the timeliness shall entitle the grievant to appeal to the next step. Failure of the Superintendent at Step Three to timely respond to the grievance shall render the grievance admitted, and appropriate relief shall be fashioned by the Superintendent and the International Union Representative. In the event the parties cannot agree on the appropriate relief, the union may advance the grievance to Step Four pursuant to (E)(4) of this Article.

E. Grievance Procedure

1. Step One:

In order for an alleged grievance to receive consideration, the grievant must identify the alleged grievance to his or her immediate supervisor within five (5) days

after the employee knows or should have reasonably known the facts giving rise to the grievance. The grievant and the immediate supervisor shall meet to discuss the grievance within five (5) days after the supervisor is notified of the alleged grievance.

2. Step Two:

If the informal discussion under section one (1) above does not resolve the grievance, the grievant has the right to submit a written grievance to his/her immediate supervisor.

The written grievance shall be submitted within three (3) days of the informal meeting under section one (1) above. The grievant shall submit the grievance in writing on the appropriate grievance form to the immediate supervisor/director. The written grievance shall state the name of the grievant, the act(s) on which the grievance is based, the date(s) of the act(s) on which the grievance is based, the date(s) of the act(s) the specific section(s) of the contract violated and the specific relief sought. The immediate supervisor/director shall schedule a hearing with the employee within ten (10) days after receipt of the written grievance. Within ten (10) days of the conclusion of the hearing, the immediate supervisor/director shall forward his/her written response to the grievant.

3. Step Three:

If the grievant is not satisfied with the immediate supervisor/director's response, the grievant may appeal to the Superintendent by filing a written appeal of the grievance within ten (10) days of the grievant's receipt of the immediate supervisor/director's response. Within fifteen (15) days of his/her receipt of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step Two. Within fifteen (15) days after the hearing, the Superintendent or his/her designee shall provide a written response to the grievant(s).

4. Step Four:

If the grievant and the Union are not satisfied with the disposition in Step Three, the Union may request that the grievance be submitted to arbitration by filing a written request to the Superintendent within ten (10) days after receipt of the disposition at Step Three. The Superintendent or his designated representative and the Union shall mutually petition the Federal Mediation & Conciliation Service (FMCS) to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party. An arbitrator shall be selected from the first or second list by the "alternate strike method." Each party shall have three strikes. A toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the necessary hearing promptly and issue the decision within such times required by the FMCS rules or as may be agreed upon. The decision shall be in writing and a copy sent to a representative of each party.

The decision of the arbitrator shall be binding on the Board, the Union, and the grievant. Binding arbitration shall be the sole and exclusive remedy for an alleged violation, misinterpretation, or misapplication of this Agreement. The Union, Union representative or individual bargaining unit member may not file any unfair labor practice charge or any other action to enforce the rights provided by this Agreement.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provision of this collective bargaining contract, nor to add to, detract from, or modify the language herein, in arriving at his/her decision concerning an issue presented that is proper within the limitations expressed herein. The arbitrator shall not have the authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have not authority to decide any other issue(s) not submitted to him/her. He/she shall not limit or interfere with the powers, duties, and responsibilities of the

Board of Administration under Article IV of this Agreement, any other provision of this Agreement reserving powers and duties to the Board of Administration or any applicable law or regulation having the force and effect of law.

No grievance shall be arbitrated together with any other grievance except by mutual consent of the parties. The cost of arbitration shall be shared by the parties, except that each party shall bear the cost of its own representative(s).

#### ARTICLE XI - EMPLOYMENT PRACTICES

##### A. Terms of Contract

1. All newly hired regular employees of the Board, and all current employees who do not have a continuing contract will receive limited contracts in the following order:

limited contract for period of time from first day after completion of the probationary period, if retained, to the following June 30, and in no event shall such contract exceed one (1) year.

2nd contract, if retained -- limited contract for one (1) year

3rd contract, if retained -- limited contract for two (2) years

4th contract, if retained -- limited contract for four (4) years

5th contract, if retained -- continuing contract

2. One year of contract credit is based on 12-month employees actually working 180 days and less than 12-month employees actually working 150 days a year.

3. All limited contracts shall expire automatically at the end of their term without further action or notice by the Board. An employee shall advance to the next contract step upon the recommendation of his/her immediate supervisor and approval by the Board. Notice of such recommendation and approval, if granted, shall be given to the employee in the month preceding the month in which the limited contract automatically expires.

4. Upon the Superintendent's recommendation for performance reasons, the Board may issue a contract for fewer than the normal number of years indicated in Section 1 above.

5. This Article XI(A)(I) through (4) supersedes Ohio Rev. Code Section 3319.081.

6. The Superintendent or designee has the authority to set the amount of work days for each classification before July 1 for the next calendar year. The reasons for changes will be communicated to the Union President. Reduction of days will not be arbitrary but will be necessitated by finances or operating efficiency of the district. A classification's contracted work days will not be reduced more than 1 day per year - with a maximum of 2 days during the labor contract.

B. Probationary Period

Each newly hired bargaining unit employee shall serve a probationary period of sixty (60) actual work days from the date of initial hire. At any time during the probationary period, an employee may be suspended or terminated and the procedures in D below shall not apply. During such probationary period, an employee shall have no seniority rights. At the conclusion of his/her probationary period, if retained, the employee shall receive a limited contract for a period of time from the first day after completion of the probationary period to the following June 30, and in no event shall such limited contract exceed one (1) year.

C. Job Posting and Transfers

1. During the school year, bargaining unit vacancies shall be posted for a period of five (5) calendar days and during the summer months for a period of seven (7) calendar days inclusive of the initial date of posting. The Superintendent shall determine when a vacancy exists, whether it shall be filled and when it shall be filled.

2. Employees may apply for a posted vacancy by submitting a written request for the position to the Superintendent.

3. Employees who want further information about a position shall contact the Superintendent's Office.

4. Award of Position

If the Superintendent determines a vacancy will be filled, he will fill it using the following formula:

The vacant position will be awarded to the bargaining unit employee, within the classification of the vacancy, who has the greatest seniority within the department for bidding purposes only.

If no employee in the classification of the vacant position bids for the vacant position, then the Superintendent will consider current employees who have applied for the vacant position within the bargaining unit who has the greatest seniority.

5. For purposes of Section 4 above, seniority shall be calculated from the most recent date of hire within the classification. In the event two or more employees were hired on the same date seniority shall be determined by the "birthday rule," using January 1 as the reference point. (e.g. Employee #1's birthday is March 1 and Employee #2's birthday is June 1 -- Employee #1 has the greatest seniority as between employee #1 and #2; Employee #3's birthday is December 31 and Employee #4's birthday is August 1 -- Employee #4 has the greatest seniority as between employee #3 and #4.)

6. The Superintendent may deviate from seniority in the filling of vacant positions if the employee with the highest seniority has received a written reprimand or a suspension with pay or a suspension without pay within the previous school year prior to the vacancy or upon the agreement of the Union President.

7. If within 5 work days after the effective date of the transfer, the transferred employee desires to be reassigned to the position he held prior to the transfer, and the USW and Superintendent agree, the employee shall be permitted to return to his former position.

8. In the event a driver has an emergency, and with the consent of the transportation supervisor, the drivers may trade routes to accommodate the driver with the emergency. Included in the emergencies will be necessary medical treatment and scheduled doctor's appointments.

9. The work week shall run from 12:01 a.m. on Sunday until midnight the following Saturday; the pay period will commence at 12:01 a.m. on Sunday and end at midnight on the following Saturday.

D. Discipline

1. Non-probationary employees may be suspended, demoted or terminated for just cause, which includes but is not limited to: in competency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Board's current work rules or policies or work rules or policies hereafter put into effect.

2. The Board may issue or modify work rules for employees. Certain offenses may be serious enough to warrant immediate termination without regard to previous reprimands to discipline. Such serious offenses may include, but are not necessarily limited to the following: (a) theft of or damage to property of the Board; (b) theft of or damage to the property of a fellow employee or member of the public; (c) insubordination, or the uttering or threatening or abusive language toward management, personnel, other employees or public; (d) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (e) falsification of any records, including employment records; (f) fighting; (g) breach of confidentiality; (h) physical, verbal or psychological abuse of other employees, or the public.

3. Before imposing a demotion, suspension, or termination, the Superintendent shall hold a conference with the employee to give the employee an

opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by one representative of his or her own choosing. The conference will be scheduled as promptly as possible by the Superintendent. The Superintendent may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Superintendent determines that the employee's continued employment prior to the conferences poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay pending the conference to determine final disciplinary action.

The Superintendent may impose a demotion or suspension for cause without pay for up to 30 days. The Board of Education only shall terminate an employee. The Superintendent or his designee shall give the Union president and the employee notice of the decision to demote, suspend, or terminate an employee.

4. Ohio Revised Code Section 3319.081 is superseded by this Article XI(D)(1) through (5), and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article X.

5. If the Board's insurance company informs the Board that a bus driver has become an insurance risk or uninsurable, or if the Board determines that a bus driver has become a driving risk, the driver may be terminated. If the driver is not terminated, the driver will be automatically laid off. The driver will remain laid off until he/she is no longer a risk. At that time the employee will be called back when a position becomes available.

#### E. Layoff and Recall

1. If the Board, in its sole discretion, determines it is necessary to reduce the number of employees in a job classification because of abolishment of positions, lack of funds or lack of work, the following procedures shall govern such lay-off. Part-time,

substitute, seasonal and casual employees may be laid off for the reasons set forth above, but are not subject to the provisions of paragraphs 2-10 below.

2. The number of employees affected by reduction in force will be kept to a minimum by not employing replacements in so far as practical for employees who resign, retire or otherwise vacate a position.

3. Prior to the Board implementing a reduction in force, the Union, upon written request to the Superintendent, may meet with the Board to discuss such reduction.

4. Whenever it is necessary to lay off full-time employees for reasons set forth above, employees shall be laid off in the order of seniority in the affected classification with the least senior employee within the classification laid off first. For purposes of this Article, seniority shall be determined by the employees' original date of hire with the Board regardless of classification. In the event two or more employees have the same date of hire, then the tie shall be broken by application of the "birthday rule" with January 1 as the reference point. (See this Article Section (C)5) for examples of applications of the "birthday rule.")

5. The job classifications to be used in the event of a lay-off are those set forth on the pay schedule. The Board shall determine in which classification any lay-off shall occur and the number of employees to be laid off. Probationary employees shall be laid off before permanent employees.

6. Ten working days prior to the effective date of any layoff, the Superintendent, or his designee, shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority dates and classification, and indicate which employees are to be laid off. Each employee laid off shall be given ten (10) days advance written notice of layoff, with a statement advising the employee of their displacement and reinstatement rights, if any.

7. An employee in one classification may not displace an employee in another classification.

8. The Superintendent shall prepare a reinstatement list for any classification in which a lay-off occurs. Employees who are laid off pursuant to this Article shall be recalled in the order of seniority to positions within the classification in which they were employed when laid off. Permanent employees shall be reinstated before probationary employees.

9. An employee who is laid off shall remain on the recall list for the same period of time in which he was employed in the affected classification, however, such period of time shall not exceed twenty-four (24) months. (e.g. If the Board lays off bus drivers, and bus driver #1 has held that position for 4 months and bus driver #2 has held that position for 4 years, then bus driver #1 will remain on the recall list for 4 months and bus driver #2 will remain on the list for 24 months.) In any event, an employee will be removed from the recall list if he/she waives recall rights in writing, resigns, fails to accept recall to a position in his/her classification within seven (7) calendar days after the date written notice of recall is mailed by certified mail, or fails to report to work within seven (7) calendar days after the date written notice of recall is mailed by certified mail. The employee is responsible for notifying the Board of his/her current address. The Board has complied with this provision when it sends notice of recall to that address. If recalled from lay-off, an employee shall retain all previously accumulated seniority, but time spent on lay-off shall not count as experience for pay purposes.

10. The Board may deviate from seniority when necessary to meet the requirements of State or Federal laws or regulations which cannot be superseded by this Article or to retain critical job skills.

#### ARTICLE XII - OVERTIME

A. An Employee shall be compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for all hours actually worked in excess of forty (40) hours in any one classification in any one work week. If an employee works in more than one classification during the work week, or if the employee receives different rates of pay during a work week because of driving extra bus trip assignments and if the employee then qualifies for overtime, the employee will receive overtime at the rate of pay in the job classification the employee is working at the time he or she exceeds forty (40) hours in the work week. Employees, however, shall not take on jobs nor shall bus drivers take extra driving assignments if such jobs or assignments will result in the employee receiving more than forty-two (42) hours in any one work week. Each bus driver will be allowed - once a month (non-cumulative) - to exceed the forty-two (42) hour cap on extra trips to a maximum of forty-five (45) hours, provided the driver gives prior notice to the transportation supervisor and qualifies for the trip under the current trip rules. Employees are limited to two (2) hours of overtime in any one work week unless specifically approved by the employee's supervisor. A driver may not give up his or her regular route to drive a non-routine trip more than once a week.

B. Compensatory time may be requested by an employee in lieu of overtime. An employee may accrue up to 160 hours of compensatory time for overtime hours worked. An employee who has requested the use of compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the District. Compensatory time shall be taken before vacation time. Compensatory time hours used will not count as hours worked during the applicable work period for purposes of determining overtime.

C. For the purpose of determining overtime, only hours actually worked, holiday hours and approved vacation, shall be counted. Authorized time off for sick leave and personal leave shall not count as hours worked.

### ARTICLE XIII - EXTRA-TRIPS

A. It shall be the exclusive right of those employees who are contracted as Bus Drivers with the Franklin Local School District to do the driving of School Busses for all extracurricular trips, in accordance with the "Procedure for Distribution of Extra-trips," Section B below, with the following exceptions:

Athletic coaches and/or assistant coaches may drive busses to and from regularly scheduled ball games and/or practices and scrimmage sessions which involve their particular sport if no driver is available from the bargaining unit. The driver will be selected from the extra trip roster in accordance with the "Procedures for Distribution of Extra Trips" and will be paid as follows:

(1) All trips to and from regularly scheduled games, practices, and scrimmages, will be paid per the wage schedule rate for field and athletic trips. Bus drivers, however, may not schedule extra trips if the scheduling will result in overtime which exceeds forty-two (42) hours in the work week unless the same is a result of circumstances beyond the control of the employee or is done with the express written consent of the Supervisor. Each bus driver will be allowed - once a month (non-cumulative) - to exceed the forty-two (42) hour cap on extra trips to a maximum of forty-five (45) hours, provided the driver gives prior notice to the transportation supervisor and qualifies for the trip under the current trip rules.

(2) The Board of Education retains the exclusive right to determine who drives the busses for band trips.

The Board of Education may or may not use contract bus drivers (bargaining unit members) to drive busses for band functions.

- (3) In the event a bus driver drives an overnight extra-trip, such bus driver shall be compensated at the rate of \$150 and reported to SERS as ten (10) hours.
- (4) Once a trip is posted - drivers must sign up for the trip they want to take. The trip will be granted to the eligible driver with the least amount of trips. In the case of a tie, seniority shall determine which driver is awarded the trip. Example: Driver (1) has 10 years seniority and has 3 trips. Driver (2) has 5 years seniority and has 2 trips; the trip will be awarded to Driver (2). If Driver (1) has 1 trip and Driver (2) has 1 trip; the trip will be awarded to Driver (1). Procedure follows the seniority list with the trip being awarded to the driver with the least amount of trips.
- (5) If a trip is assigned less than two (2) days prior to it being taken, or if the transportation supervisor is not notified by the bargaining unit at least two (2) days prior to a trip being taken of the name of driver to be assigned to a trip, the transportation supervisor shall have the right to assign a substitute to the posted trip. (Exception: less than two (2) days notice of the trip.)
- (6) The Board of Education, in its sole discretion, may or may not use contract bus drivers (bargaining unit members) to drive for tournament play if the boosters pay for private transportation.

B. Procedure for Distribution of Extra-trips

For the purpose of this agreement, the term "Extra-trips time" shall denote all hours worked over and above regularly scheduled hours, whether it be Premium or Regular time.

1. Extra-trips shall be distributed fairly and equally among those employees who have expressed the desire to work it.

2. A record shall be kept in the bus garage, consisting of a roster of those Contract Bus Drivers (in the order of their seniority) who have expressed the desire to be included in the distribution of overtime.

Employees who are laid off and still hold a current contract may be included in this roster if so desired.

This Extra-trips Roster shall be posted in a conspicuous place where it can be monitored by any and all employees within the department.

The person with the least amount of accumulated trips will always be next up. After all eligible employees on the extra time roster have been offered the extra time; the Administration then has the right to use anyone to fill the job.

C. Procedure for Distribution of Overtime

1. If the Superintendent or his designee determines that overtime needs to be worked in a school building, overtime assignments shall be distributed as follows:

- a. The overtime assignment shall be offered first to the employees who regularly work in the building that needs additional work performed. In the event the employee(s) of that building declines the overtime assignment, the Superintendent or his designee will contact the USW representative so that the USW representative can assign the overtime work in accordance with the USW's overtime work roster. The USW's overtime work roster shall be in accordance with the same procedure as outlined above in Section B(1) and B(2) of this Article XIII.

- b. In the event that an employee must be absent from work, an employee of the same job classification who works in the same building may have his work assignment changed to facilitate the

operation of the schools and to offer the non-absent employee some variety in the work assignment. A substitute may be secured for the shift of the worker who has made the time change instead of the one who is absent from work. This change of shift may be applied in any time frame. That is, an early shift employee may replace a later shift employee or a later shift employee may replace an earlier shift employee. This change in shift time is temporary and will not become permanent. Any permanent position vacancy, as a result of resignation, death, disability, retirement, etc. of an employee, will be bid as stipulated in the negotiated agreement.

Example (1):

A first shift employee calls off sick. The administration may call the employee on the second shift and ask him/her to assume the duties of the first shift. The administration will consider the second shift employee's situation and may not require the shift change if it imposes a hardship to him/her. In the event that the shift change is made a substitute employee may be secured for the later shift.

Example (2):

A second shift employee calls off sick. The administration may ask the first shift employee to assume the second shift duties. A substitute can then be secured for the first shift. Should the non-absent employee desire to remain in his/her assigned assignment and not make the change, every effort will be made to find an alternative replacement. This Section (C) does not apply to bus drivers.

C. USW Responsibility

The distribution of extra-trip assignments and custodian overtime shall be in accordance with the procedure outlined above and administered solely by the Union. No bargaining unit employee shall file a grievance based on this Article XIII.

D. It shall be the exclusive right of those employees who are contracted as cook/cashier with the Franklin Local School District to work all scheduled catering events scheduled after 3:00pm and Saturday or Sunday. In accordance with the procedures for Distribution of Extra Trips.

ARTICLE XIV - LEAVES OF ABSENCE

A. General Procedures

1. An employee who must be absent under any of the provisions in this Article shall contact his or her immediate supervisor at the earliest possible time as specified by building procedures.

2. Violation of any of the provisions of this Article shall be grounds for disciplinary action. Disciplinary action may include suspension without pay or, in serious cases, termination of employment.

B. Sick Leave

1. Each employee shall be entitled to accrue fifteen (15) sick leave days per year at the rate of one and one-quarter (1-1/4) a month. Employees may use sick leave, upon approval of the responsible administrative officer, for absence due to illness, injury, disability due to pregnancy, exposure to contagious disease, and to illness or death in the employee's immediate family. Sick leave shall be granted in one-quarter day increments and multiples thereof.

2. For the purpose of this section (2), "immediate family" shall include spouse, children, step-children, grandchildren, grandparents, mother, father, brother, sister, step-parents of the employee, and parents of the employee's spouse and grandparents of the spouse. Use of sick leave for illness in the immediate family will be

limited to five days unless the family member's condition is so serious that the employee's presence as a primary caregiver is required for a longer period and extended absence is approved in advance by the Superintendent. An employee may request that the Superintendent or designee permit use of sick leave in other circumstances.

3. For the purpose of this section (3), "immediate family" shall include spouse, children, step-children, grandchildren, mother, father, brother, sister, aunt, uncle, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parents of the employee, and parents of the employee's spouse and grandparents of the spouse. An employee may use up to a maximum of five (5) consecutive days of his/her accumulated sick leave days to attend a funeral for a death of a spouse, son or daughter. An employee may use up to a maximum of three (3) consecutive days for all other members of his/her immediate family. Approved absence on the day of the funeral shall not count against perfect attendance calculation in Article XIV, Section 1.

4. Any person being employed by the Board of Education who, immediately preceding his Board employment, has been in the service of another board of education or state, county or municipal government in Ohio, shall receive credit for up to thirty days of sick leave accumulated in this previous service. Within ten work days of his initial day of employment, the employee shall supply the Treasurer with a certificate from the last employing organization showing his/her previous sick leave accumulation.

5. Sick leave may be accumulated to a maximum of 225 days.

6. Newly hired employees who are not eligible to transfer sick leave under section three (3) above shall be credited with up to five (5) days sick leave in advance.

7. Sick Leave Procedures

a. Immediately upon return from sick leave, the employee shall complete a Kiosk request to justify the use of sick leave.

- b. For absences of more than five (5) consecutive days of sick leave, the Superintendent shall require any employee to submit a physician's certificate to substantiate the need for sick leave.
- c. An employee may be required to obtain a medical examination at Board expense.

C. Severance Pay

1. Only employees who (1) apply for and qualify for service retirement under the School Employees Retirement System ("S.E.R.S.") within ninety (90) days of their last day of actual service with the Franklin Local School District and (2) have ten (10) years of service in the District shall be eligible for payment under this provision. Employees shall apply for severance pay in writing to the Treasurer of the Board and the written application shall be accompanied by satisfactory documentation as to the employee's actual retirement. Payment shall be made within 60 calendar days after the receipt of the application.

2. Employees who qualify for severance pay under paragraph C 1 above shall be paid for their unused sick leave in accordance with the following provisions:

- a. The number of days to be paid shall be forty-two (42%) of the value of the employee's accrued, but unused, sick leave. If an employee begins the fiscal year with 225 accumulated sick leave days, that employee shall be entitled to one (1) day of severance pay for every four (4) days unused that fiscal year of the fifteen (15) days of sick leave earned by the employee that fiscal year. If any employee uses no sick leave in the fiscal year, the employee shall be entitled to four (4) days of severance accumulation that fiscal year.
- b. Payment shall be based upon the employee's contracted highest daily rate of pay during employment at the time of retirement as

determined by the Treasurer of the Board of Education. The calculation shall be made in the same manner as pay deductions for days missed.

- c. Payment for unused sick leave under this Article shall eliminate all accrued sick leave credited to the employee. Such payment shall be made only once to any employee.

D. Jury Duty

Employees shall be excused from performing their regular duties when summoned for jury duty. When serving on jury duty during a regular school day, the employee shall receive his regular rate of pay. The employee shall remit any monies earned from jury duty, less expenses, to the Treasurer. An employee shall report to his/her immediate supervisor on a daily basis concerning when he or she will be able to return to work.

E. Military Leave

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

2. In taking the leave, an employee shall exercise leave date options in the months of June, July and August prior to taking leave during the school year. If military leave occurs during a school session, the employee shall provide the Superintendent with the name of his/her supervisor in the reserves or militia so that arrangements may be discussed to alter such service date.

F. Pregnancy Leave

The total amount of sick leave to be used for one such specific purpose is limited to 60 working days unless the employee's pre or post natal condition is such that an extension of sick leave is required and is requested through a doctor's statement. Any

such request will be processed in the same manner as other sick leave requests. (This maximum of six (6) calendar week period to be counted from beginning of absence (for pre-birth absence) or from actual date of birth.

G. Assault Leave

1. An employee who is absent due to actual disability resulting from a clearly unprovoked physical attack upon the employee (e.g., an injury resulting from the employee breaking up a fight between students) occurring on Board premises or while in attendance at an official school function and in the course of the employee's employment shall, subject to the specifications below and the approval of the Superintendent, be granted up to a maximum of twenty (20) working days of assault leave. During assault leave, the employee shall be maintained on full pay basis, and the leave shall not be charged against sick leave or personal leave. At the expiration of the twenty (20) working days of assault leave, if the employee is still disabled, the employee may use his accumulated sick leave or apply for worker's compensation, if eligible, for the period of physical disability.

2. An employee requesting assault leave will complete and submit to the Superintendent an assault leave request form provided by the Board which includes the following:

- a. Date and time of occurrence.
- b. Identification of the individual(s) causing the assault (if known).
- c. Facts and circumstances surrounding the assault.
- d. A certified from a licensed physician describing the nature of the injury sustained causing absence. The Board may also require the employee to be examined by its physician at its expense.
- e. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).

f. Signature of the assaulted employee.

3. The employee shall as a condition of receiving assault leave, file criminal charges against the assailant(s) involved, if known.

4. An employee disabled as a result of assault and who has been granted a leave will be returned to the same position held at the time of the incident whenever possible.

#### H. Personal Leave

1. Each employee may receive up to three (3) days of non-cumulative personal leave with pay each fiscal year. Two (2) days of the personal leave will be unrestricted in their use. Personal leave will be pro-rated upon District employment and at separation from District employment. Personal leave shall be for the purpose of attending to those important personal matters specified below which cannot be conducted at times other than regular school hours and shall not be used for seeking or engaging in gainful employment vacation, leisure, shopping, accompanying a spouse on a business trip, recreation or any other similar purpose. Personal leave may be taken for the following reasons:

- a. Professional;
- b. Business;
- c. Bereavement;
- d. Medical, after sick leave is exhausted;
- e. Education;
- f. Emergencies;
- g. Legal;
- h. Graduation exercises.

2. Except for emergencies, each employee shall request personal leave on the form prescribed by the Board fully specifying the reason for the request at least three (3) working days prior to the absence. Each request must be submitted through the

appropriate supervisor to the Superintendent of Schools, who shall approve or disapprove the request.

3. Personal leave cannot be accumulated, but expires on June 30. Unused personal leave days will convert to sick leave provided an employee has not used more than 10 sick days in the fiscal year. Sick leave cannot convert beyond the maximum accumulation for sick leave of Two Hundred Twenty-Five (225) days.

4. Personal leave may not be taken on the work day or on continuous work days before or after a holiday or vacation period, in the first two (2) weeks of school or in the last two (2) weeks of school except in unusual circumstances approved in advance by the Superintendent upon submission of the specific reason therefor.

I. Other Leaves of Absence

1. Leaves of absence for any reason not covered above will be considered by the Board of Education on an individual basis. Any request shall be made in writing to the Superintendent of Schools at least sixty (60) days prior to the monthly Board of Education meeting for it to be included on that particular month's agenda. In all cases covered by this section, the Board of Education will make final determination, on an individual basis, considering the circumstances involved. The Board of Education will hold absolute its authority to approve or deny any or all requests. If the leave is granted, it will be on an unpaid basis.

2. The following conditions shall apply to any leave which is taken under this Section:

- a. An employee will become responsible for the full premium payment of all insurance programs in force that he/she elects to keep at the first full premium due date following the commencement of the employee's unpaid leave status.

- b. Time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence or earned annual increments.
- c. An earlier termination of leave, is requested in writing by the employee, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.
- d. Upon return to duty, the employee shall resume the contract status he/she held prior to the leave of absence.
- e. Any employee who, while on unpaid leave of absence, accepts or engages in full-time or part-time employment may be considered to have resigned his/her employment with the Board.
- f. Upon return to duty, the employee will be placed on the same step of the salary schedule as he/she enjoyed prior to the leave, unless the employee actually worked sufficient days prior to the leave to entitle him/her to advancement in accordance with this agreement.

J. Non-Use of Sick Leave and of Personal Leave

An employee who uses neither sick leave; nor any personal leave in any fiscal year (July 1 through June 30) will receive an attendance bonus. Nine (9) and Ten (10) month employees will receive five hundred and no/100 dollars (\$500.00). Twelve month employees will receive five hundred and fifty dollars (\$550.00). The bonus will be paid on or before last pay in August of the ensuing fiscal year.

ARTICLE XV - VACATION

A. All employees working twelve months per calendar year and who have completed one year of service shall be granted paid vacation, excluding legal holidays, as follows:

Length of Service

Vacation

One (1) year

Two (2) weeks (10 work days)

Ten (10) years

Three (3) weeks (15 work days)

Twenty (20) years

Four (4) weeks (20 work days)

B. Employees eligible for vacation may carry over up to one (1) week of unused vacation from one year to the next. The carry over days do not accumulate from year to year and must be used in the employee's next calendar work year.

#### ARTICLE XVI - HOLIDAY PAY

A. Subject to paragraph C below, all employees shall be entitled to the following holidays for which they will be paid their regular rate of pay:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day

B. In addition to the holidays designated in paragraph A, eleven and twelve month employees are entitled to Independence Day, December 24, and December 31 as holidays, provided the conditions of paragraph C below are satisfied. Eleven and twelve month employees will receive one-half (.5) daily compensation for Good Friday. If the day before Thanksgiving is scheduled off for students, it shall be a paid non-work day for nine-month and ten-month employees. During the term of this Agreement aides and secretaries will not be required to work extra hours on parent/teacher conference days.

C. In order to qualify for holiday pay, the employee must work the day before and the day after the holiday, or be properly excused from attendance at work on either or both of those days.

D. If an employee is called for a school emergency on Christmas Day, New Year's Day, or Thanksgiving Day, the employee will be paid triple time, which will be his/her holiday pay together with double the hourly rate he/she received for the time expended on the school emergency.

ARTICLE XVII - WAGES

A. All employees hired on or after January 1, 2006 are required to receive pay by direct deposit. The following salary schedules will be effective for the 2013, 2014, and 2015 fiscal years. Employees will remain at his/her current level of 2011-2012 wages and steps.

	Years	2012 - 2013	2013 - 2014	2014 - 2015			Years	2012 - 2013	2013 - 2014	2014 - 2015
		100.00%	100.00%	100.00%				100.00%	100.00%	100.00%
<b>H.S. Secretary</b>	0	\$13.84	\$13.84	\$13.84		<b>Elem. Secretary</b>	0	\$12.86	\$12.86	\$12.86
	1	\$14.17	\$14.17	\$14.17			1	\$13.18	\$13.18	\$13.18
	2	\$14.47	\$14.47	\$14.47			2	\$13.46	\$13.46	\$13.46
	3	\$14.80	\$14.80	\$14.80			3	\$13.86	\$13.86	\$13.86
	4	\$15.13	\$15.13	\$15.13			4	\$14.18	\$14.18	\$14.18
	5	\$15.48	\$15.48	\$15.48			5	\$14.48	\$14.48	\$14.48
	10	\$15.80	\$15.80	\$15.80			10	\$14.81	\$14.81	\$14.81
	15	\$16.13	\$16.13	\$16.13			15	\$15.12	\$15.12	\$15.12
	Years	2012 - 2013	2013 - 2014	2014 - 2015			Years	2012 - 2013	2013 - 2014	2014 - 2015
		100.00%	100.00%	100.00%				100.00%	100.00%	100.00%
<b>Aides</b>	0	\$12.36	\$12.36	\$12.36		<b>Custodian</b>	0	\$13.18	\$13.18	\$13.18
	1	\$12.55	\$12.55	\$12.55		Afternoon +.25	1	\$13.57	\$13.57	\$13.57
	2	\$12.81	\$12.81	\$12.81		Night +.40	2	\$13.98	\$13.98	\$13.98
	3	\$12.97	\$12.97	\$12.97			3	\$14.38	\$14.38	\$14.38
	4	\$13.18	\$13.18	\$13.18			4	\$14.76	\$14.76	\$14.76
	5	\$13.40	\$13.40	\$13.40			5	\$15.20	\$15.20	\$15.20
	10	\$13.62	\$13.62	\$13.62			10	\$15.61	\$15.61	\$15.61
	15	\$13.90	\$13.90	\$13.90			15	\$15.92	\$15.92	\$15.92
	Years	2012 - 2013	2013 - 2014	2014 - 2015			Years	2012 - 2013	2013 - 2014	2014 - 2015
		100.00%	100.00%	100.00%				100.00%	100.00%	100.00%
<b>Maintenance</b>	0	\$16.67	\$16.67	\$16.67		<b>Bus Driver</b>	0	\$16.24	\$16.24	\$16.24
	1	\$17.18	\$17.18	\$17.18			1	\$16.63	\$16.63	\$16.63
	2	\$17.66	\$17.66	\$17.66			2	\$16.97	\$16.97	\$16.97
	3	\$18.15	\$18.15	\$18.15			3	\$17.33	\$17.33	\$17.33
	4	\$18.63	\$18.63	\$18.63			4	\$17.68	\$17.68	\$17.68
	5	\$19.16	\$19.16	\$19.16			5	\$18.04	\$18.04	\$18.04

	10	\$19.71	\$19.71	\$19.71			10	\$18.39	\$18.39	\$18.39
	15	\$20.10	\$20.10	\$20.10			15	\$18.76	\$18.76	\$18.76
	Years	2012 - 2013	2013 - 2014	2014 - 2015			Years	2012 - 2013	2013 - 2014	2014 - 2015
		100.00%	100.00%	100.00%				100.00%	100.00%	100.00%
<b>Mechanic</b>	0	\$16.67	\$16.67	\$16.67		<b>Cook/Cashier</b>	0	\$11.83	\$11.83	\$11.83
	1	\$17.18	\$17.18	\$17.18			1	\$11.95	\$11.95	\$11.95
	2	\$17.66	\$17.66	\$17.66			2	\$12.27	\$12.27	\$12.27
	3	\$18.15	\$18.15	\$18.15			3	\$12.37	\$12.37	\$12.37
	4	\$18.63	\$18.63	\$18.63			4	\$12.55	\$12.55	\$12.55
	5	\$19.16	\$19.16	\$19.16			5	\$12.81	\$12.81	\$12.81
	10	\$19.71	\$19.71	\$19.71			10	\$13.03	\$13.03	\$13.03
	15	\$20.10	\$20.10	\$20.10			15	\$13.30	\$13.30	\$13.30
	Years	2012 - 2013	2013 - 2014	2014 - 2015						
		100.00%	100.00%	100.00%						
<b>Head Cook</b>	0	\$12.64	\$12.64	\$12.64						
	1	\$13.15	\$13.15	\$13.15						
	2	\$13.64	\$13.64	\$13.64						
	3	\$13.82	\$13.82	\$13.82						
	4	\$13.92	\$13.92	\$13.92						
	5	\$14.14	\$14.14	\$14.14						
	10	\$14.34	\$14.34	\$14.34						
	15	\$14.63	\$14.63	\$14.63						

B. Employees will receive a step increase, the same percentage base wage increase, and any one-time payment, if those items are included in each fiscal year of the teachers' agreement.

C. An employee who completes his or her regularly scheduled work shift and is then requested by a supervisor to return to work before the next scheduled shift will be paid two (2) hours of call out time or for the amount of time required to do the task, whichever is greater, at his or her regular hourly rate. This provision does not apply to extra trips driver by bus drivers. Unless a bus driver is scheduled for an extra trip which is cancelled after the bus driver has appeared at the bus garage to drive wherein they will be paid for two (2) hours. Second shift custodians will receive twenty-five cents (\$.25) an hour as a shift premium and the third shift custodians will receive forty cents (\$.40) an hour. All three shifts of custodians will receive a paid lunch while remaining on call in their buildings. Maintenance employees and mechanics will

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

D. Placement on the salary schedule for new hires is for salary only, not vacation eligibility.

#### ARTICLE XVIII - SERS PICKUP

A. For purposes of this Article, total annual pay and wages per pay period for each employee shall be the wages otherwise payable under this Agreement and applicable Board policies. The total annual pay and wages per pay period of each employee shall be payable by the Board in two parts: (1) deferred pay and (2) cash pay. An employee's deferred pay shall be equal to that percentage of said employee's total annual pay or wages per pay period which is required from time to time by the School Employees Retirement Systems ("SERS") to be paid as an employee contribution by said employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash pay shall be equal to said employee's total annual total pay or wages per pay period less the amount of the pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for employees total annual wages otherwise payable under this Agreement and applicable Board policies (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

B. The Board shall compute and remit its employer contributions to SERS based upon total annual pay, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employees total pay for the year less the amount of the "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total pay for the year, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

C. The pickup shall be included in the employee's total pay for the purpose of computing hourly rate of pay, daily rate of pay, for determining payroll adjustments to be made due to absence, or for any other similar purposes.

D. The pickup shall apply to all payroll payments made on or after execution of this Agreement by the parties.

#### ARTICLE XIX - INSURANCE BENEFITS

##### A. Eligibility Requirements

Contracted employees must meet the following criteria to be eligible for insurance:

- 0-19 regularly scheduled hours per week -- no insurance
- 20-40 regularly scheduled hours per week - Eligible for health, dental and life insurance.

##### B. Coverage

1. Members of the bargaining unit will be eligible to participate in the same health benefit plans (life insurance, hospitalization, major medical, dental, and/or vision) offered to the District's teachers. The percentage of premium co-pay for single and family will be the same as the teachers.

2. The Board reserves the right to select carriers and plan administrators without prior negotiations.

##### C. Duplication of Coverage

Where more than one member of a household is employed by the Board, only one family policy or two single policies shall be provided. Provided, however, that each employee shall receive life insurance coverage regardless of whether other family members are employed by the Board. Employees affected by this provision shall notify the Treasurer which family member is to be enrolled in the family plan.

##### D. Insurance For Tools and Equipment

The Board of Education will provide three hundred and no/100 dollars (\$300.00) through regular payroll at the completion of each fiscal year (July 1 to June 30) to the

maintenance person, mechanic and to the assistant mechanic so they can purchase insurance for themselves covering theft or damage to their tools and equipment.

#### ARTICLE XX - SEVERABILITY

A. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

B. The parties agree that, should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

#### ARTICLE XXI - WAIVER OF NEGOTIATIONS

The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to how any matter in this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

## ARTICLE XXII - DRIVING ABSTRACTS

The Board will pay for driving abstracts used to monitor a **contracted** bus driver's driving record.

## ARTICLE XXIII - MISCELLANEOUS WORKING CONDITIONS

A. If the Board cannot get a substitute to cover a building for activities after school hours or on weekends when the administration determines it is necessary to have a custodian present, then regular custodians will serve with the least senior custodian in the affected building being required to serve.

B. CDL licensed drivers called for a random drug and/or alcohol test, who are not within their four hours of ordinary work time when called to take the test, shall be paid the sum of \$20.00 and will be allowed to use the school transportation (school van) to travel to and from the test.

C. Any driver holding a CDL license and who is qualified to transport students and who is the member of the bargaining unit, shall be paid the sum of Thirty Dollars (\$30.00) each year for attending one (1) safety meeting; the driver must attend the safety meeting.

D. Upon completion of training and CDL recertification, bus drivers shall receive a payment of fifty dollars (\$50.00).

E. The Board will pay registration costs and up to \$25.00 a day for food, upon submission of proof of adequate expenses, for bargaining unit members who attend voluntary advanced bus driver training and the bus rodeos as a school representative and participant.

F. Employees shall be compensated for all hours beyond their regular shift upon submission of a time sheet approved by the supervisor.

G. To the extent possible, two or more individuals will be assigned to each recess period.

H. Secretaries and teachers aides who dispense medication to students shall receive proper training.

I. Bus drivers who are required to fill out route sheets shall be compensated with a one-time annual payment of six hours' pay.

J. Either party may demand reopened negotiations on Title I aide job security after state and federal regulations become final under the NCLBA.

K. Paraprofessional Recertification.

a. For any current employee required by the District to qualify as a paraprofessional under the NCLBA and who does not otherwise qualify, the District will pay for the first ParaPro certification test taken. The District will provide, on an as needed basis, tutoring for any employee who does not pass the test. If an employee attends all of the tutoring sessions, then the District will pay for a second test. It will be the responsibility of the employee to pay for any additional tests. The current cost for the test is \$40.00.

b. The District may develop and use its own paraprofessional assessment tools or use other such assessment tools as alternatives to the ParaPro certification test, consistent with federal and state NCLBA requirements.

c. Should federal or state regulations issued pursuant to the NCLBA impose additional qualifications or requirements for paraprofessionals in the bargaining unit, the Union may demand bargaining over the effects of the imposition of these additional qualifications or requirements.

L. Aide in the Classroom

Educational aides will receive fifteen dollars (\$15.00) per hour for cover a classroom during the school day. This rate is in lieu of their hour rate as an aide.

M. Saturday School

Educational aides who work Saturday School will be compensated at a rate of fifteen (\$15.00) dollars per hour.

ARTICLE XXIV - ENTIRE AGREEMENT

This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

ARTICLE XXV - DURATION

A. The provisions of this Agreement shall be effective on July 1, 2012, except as otherwise specifically provided, and shall remain in full force and effect until 11:59 p.m. on June 30, 2015.

B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail, return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving the Notice of Intent.

IN WITNESS WHEREOF, the parties hereto have set their hands this 25<sup>th</sup> day of APRIL, 2012.

FOR THE FRANKLIN LOCAL  
SCHOOL DISTRICT



Sharon A. McDermott,  
Superintendent



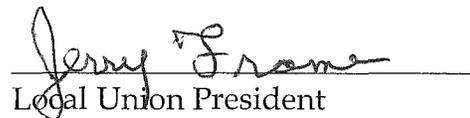
President, Board of  
Education



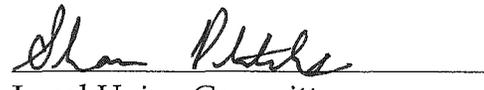
Treasurer

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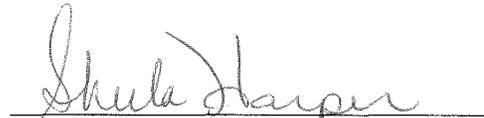
UNION:



Local Union President



Local Union Committee



Local Union Committee

UNION (continued):



Sub-District Director



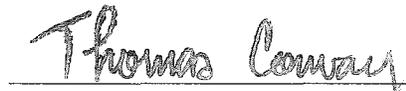
International District Director  
Dave McCall



International President  
Leo Gerard



International Secretary-Treasurer  
Stan Johnson



International Vice President  
Administration / Tom Conway



International Vice President  
Human Affairs / Fred Redmond



# Franklin Local School District

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Robert N. Walden  
Assistant Superintendent

Sharon A. McDermott  
Superintendent

Christopher K. Miller, CP  
Treasurer

## R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Franklin Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Negotiated Agreement between the Board and the United Steelworkers of America, effective from July 1, 2012 through June 30, 2015.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with the relevant rules of the Auditor of State and Department of Education.

Treasurer

Superintendent

Board President

APRIL 25, 2012