



# NEGOTIATED MASTER CONTRACT

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0952-02  
K31496

between the

**FINNEYTOWN ASSOCIATION OF SUPPORT PERSONNEL**  
an affiliate of the  
**OHIO EDUCATION ASSOCIATION**  
and the  
**NATIONAL EDUCATION ASSOCIATION**

and the

**FINNEYTOWN BOARD OF EDUCATION**  
of the  
**FINNEYTOWN LOCAL SCHOOL DISTRICT**

**Effective:**  
**JULY 1, 2013 through JUNE 30, 2015**

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## **ARTICLE 1: RECOGNITION**

### **1.01 RECOGNITION**

- 1.0101 For the term of this Contract, the Board of Education of the Finneytown Local School District, hereinafter referred to as the "Board," recognizes the Finneytown Association of Support Personnel, affiliated with the Ohio Education Association, the National Education Association and the Southwestern Ohio Education Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all employees now employed or to be employed who are eligible to be members of the hereafter described bargaining unit.
- 1.0102 The Association recognizes that the Board is charged with the establishment of policy of public education in the Finneytown Local School District and is the employer of all personnel of the school system under state law.
- 1.0103 The Association further recognizes that the Board has the sole responsibility for management and control of all public schools of whatever name or character in the District, as provided in 3313.47, 3313.20 and 4117 of the Ohio Revised Code.

### **1.02 BARGAINING UNIT DEFINED**

- 1.0201 The bargaining unit is defined as all employees who have a regular work schedule of fifteen (15) hours or more per week in any of the following classifications:
- A. Bus Drivers
  - B. Central Duplication Operator
  - C. Custodians
  - D. Food Service
  - E. Library Aides
  - F. Maintenance
  - G. School Secretary
  - H. Inventory Clerk
  - I. Regular Education Assistants
  - J. Special Education Assistants
  - K. Health Educational Aide
  - L. Groundskeeper/Floater
  - M. Bus Aides
  - N. Bus Mechanic
  - O. Extended Care Attendant
  - P. Building Technology Coordinators
  - Q. Maintenance and Facility Technician
  - R. Auxiliary Services Clerk
  - S. Auxiliary Services Library Aide
  - T. Auxiliary Services Library Clerk

1.0202 Exclusions:

For the purpose of this Contract, the following are excluded from the bargaining unit:

- A. Food Service Supervisor
- B. Supervisor of Maintenance
- C. Supervisor of Transportation
- D. All secretarial, clerical and administrative assistant positions in the District Administrative office
- E. System
- F. Communications Coordinator Technician
- G. Extended Care Coordinator
- H. All persons hired in an administrative or supervisory capacity pursuant to Ohio Revised Code 3319.02
- I. District Technology Supervisor

## **ARTICLE II: NEGOTIATION PROCEDURES**

### **2.01 DEFINITIONS**

- 2.0101 Days: Refers to calendar days unless otherwise indicated.
- 2.0102 Good Faith: The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.
- 2.0103 Party: Shall be construed to mean the Association's and/or the Board's appointed members of the negotiating teams.

### **2.02 INFORMAL DISCUSSION**

- 2.0201 Nothing herein may be construed to limit the right of the Board to consult with the Association on any matter outside the scope of representation. To the extent that any agreement arrived at is included in this Contract, it shall be binding on all parties.
- 2.0202 Inclusion in this Contract requires the mutual consent of both parties.

### **2.03 NEGOTIATION TEAMS**

- 2.0301 The designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiating team will be limited to six (6) members each. Neither party shall have control over the selection of the other party's team members.
- 2.0302 While no final contract shall be executed without ratification by the Association and formal acceptance by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.
- 2.0303 Each party may have no more than one (1) person to act as observer at any one time.

### **2.04 CONSULTANTS**

- 2.0401 Up to three (3) consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Consultants may make presentations provided the other party has been notified one (1) workday in advance.
- 2.0402 The expense of such consultants shall be borne by the party requesting or hiring them.

**2.05**      **EXCHANGE OF INFORMATION**

Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon request, all regularly and routinely prepared public information concerning the issue(s) under consideration.

**2.06**      **SUBMISSION OF ISSUES**

2.0601      All issues for negotiation shall be submitted by the Association and the Board of Education in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed to by both parties.

2.0602      The initiating party's letter shall include the following:

- A.    Date of letter;
- B.    Person to contact;
- C.    Three (3) proposed dates for the initial session, none of which shall be later than March 15 with times and places included.

2.0603      The receiving party shall respond by letter and include the following:

- A.    Date of letter;
- B.    Acknowledgement of receipt of request for negotiations;
- C.    Person to contact;
- D.    Acceptance of one (1) of the three (3) proposed dates for the initial session, or submission of three (3) alternative session dates, none of which shall be later than April 1.

**2.07**      **NEGOTIATIONS PROCEDURES/RE-OPENER**

Negotiations shall commence by April 1, 2015 on the successor agreement, unless mutually agreed otherwise. The parties shall meet at places and times agreed upon at the prior meeting. Length of meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session. There shall be a re-opener for the 2014-2015 school year on salary and issues regarding field trips and the Affordable Care Act. Negotiations shall commence on this re-opener no later than April 15, 2014.

**2.08**      **CAUCUS**

Upon request of either party, the negotiation meeting shall be recessed for a maximum of one-half (½) hour to permit the requesting party a period of time within which to caucus in privacy.

**2.09**      **PROGRESS REPORTS**

During negotiations, interim reports made to the Association and to the Board by either party will be permitted.

**2.10**      **NEWS RELEASES**

News releases during negotiations shall be made only by mutual agreement as to when and content of the release.

**2.11**      **ITEM AGREEMENT**

2.1101      As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and agreement by the Board. Any item tentatively agreed to may be withdrawn by either party if agreement on all issues being negotiated cannot be reached.

2.1102      The agreement between the teams shall be presented to the Association for ratification within ten (10) calendar days of the date on which it was signed. Upon ratification by the Association, a letter confirming the Association's vote shall be sent to the Board. The Board then shall meet within fourteen (14) calendar days of said receipt for consideration of ratification.

2.1103      After ratification by both the Association and the Board, the agreement shall be the negotiated Contract between the parties and shall supersede any and all existing Board policies with which it may conflict.

2.1104      Only if the agreement is ratified and approved by both the Association and the Board, shall it be implemented by the Board.

**2.12**      **INTENT TO RECOMMEND**

When the parties reach agreement on all issues of a new contract or a reopener and initial same, each member of each negotiating team shall be pledged to recommend adoption of the tentative contract.

**2.13**      **CONTRACT EXECUTION**

After the parties have jointly reviewed the transcript of the tentative contract to assure its accuracy, it shall be submitted to the membership of the Association and to the Board for ratification and adoption, respectively. Said contract shall then be signed by the Association's representative and the Board's representative.

**2.14 DISAGREEMENT**

2.1401 Step 1

In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse. The declaring party shall submit to the other party a written notification of the fact that impasse has been declared. Impasse cannot be declared until forty-five (45) days after the initial negotiation session.

2.1402 Step 2

Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the positions of the parties have solidified or after the expiration of the thirty (30) day period.

2.1403 Step 3

If impasse is declared by one of the parties, it is with the understanding that impasse proceedings are declared on all the issues. If the parties mutually agree, any matters tentatively agreed to may be withdrawn from impasse and presented to the Association for a ratification vote and, if ratified, to the Board for approval.

2.1404 Step 4

A. The parties shall jointly prepare a request to the Federal Mediation and Conciliation Service requesting that a mediator be appointed to assist the parties in resolving their dispute. If the Federal Mediation and Conciliation Service declines to make such an appointment, a joint request for mediation shall be submitted to the State Employment Relations Board.

B. Mediation shall occur for a minimum of thirty (30) calendar days.

2.1405 If this procedure, having been completed, does not produce an agreement, the Association may give a written ten (10) day notice of an intent to strike at the expiration of the existing agreement to the State Employment Relations Board (SERB) in keeping with Section 4117.14(d)(2) of the Ohio Revised Code.

**2.15 LIMITED RIGHT TO STRIKE**

In the event all of the impasse procedures set forth in this Contract have been fully completed and no agreement has been reached between the parties and the effective date of the Contract provisions at issue has expired, and/or the entire Contract has expired and the Association has given the statutory notice to strike required by Chapter 4117 of the Ohio Revised Code, then, in that event only, the Association shall have the right to strike.

### **ARTICLE III: GRIEVANCE PROCEDURE**

#### **3.01 PURPOSE**

It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

#### **3.02 DEFINITIONS**

3.0201 Grievance: A grievance is defined as any complaint of an employee, employees, or the Association involving interpretation, misapplication, or alleged violation of this Contract.

3.0202 Group Grievance: If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Two as a group grievance.

3.0203 Immediate Supervisor: The term immediate supervisor shall mean that non-bargaining unit member who has immediate administrative line authority over the affected grievant.

#### **3.03 GENERAL PROVISIONS**

##### **3.0301 Time Specification**

A. If the grievant fails to file a grievance within the time specified herein, the grievance will be deemed to have been waived and shall be null and void.

B. If the grievant fails to appeal a decision from one level to the next within the time specified herein, the grievance will be deemed to have been decided and binding on the employee at the level from which the appeal was not timely filed.

3.0302 Both parties agree that grievances shall be handled confidentially to the extent that such effort to maintain confidentiality does not violate the laws of the State of Ohio pertaining to the keeping of public records.

3.0303 A grievant may be accompanied at any step by a representative of the Association.

3.0304 Witnesses, affidavits, documentation or other evidence may be presented at Step Three and any succeeding steps.

#### **3.04 ASSOCIATION RIGHTS AND NON-RETALIATION**

3.0401 Matters dealing with alleged violations of Association rights shall be initiated at Step Three.

3.0402 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**3.05**      **PROCEDURE**

Grievances shall be submitted in the following manner:

3.0501      Step One

- A.    The grievant shall present a grievance directly to his/her immediate supervisor within seven (7) calendar days of the occurrence of the event giving rise to the grievance. The grievance shall be submitted in writing.
- B.    The supervisor shall respond to the grievance in writing within seven (7) calendar days after the submission of the grievance by the employee.
- C.    If upon receipt of the written decision of the supervisor, the grievant were to elect in writing to represent himself/herself at a later step, the Association shall be relieved of any further obligation of representation and/or obligation to share in any expense of the grievance procedure.

3.0502      Step Two

- A.    If the grievance is not satisfactorily adjusted by the immediate supervisor, the grievant may submit the grievance in writing to the Superintendent or designee within seven (7) calendar days of the response from the immediate supervisor.
- B.    Within seven (7) calendar days after the receipt of the grievance at Step Two, the Superintendent or designee shall hold a meeting at which the grievant may elect to be represented by any member of the Association and/or the Association's field representative to present, discuss and seek to resolve the grievance. The grievant shall be notified in writing of the decision at Step Two within seven (7) calendar days after the meeting.

3.0503      Step Three

- A.    If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for in Step Two are not followed, the grievant may appeal the grievance in writing to the Superintendent within seven (7) calendar days of the receipt of the response of the Superintendent or designee. The Superintendent and the representative of the employee shall then jointly prepare a request to the American Arbitration Association for a list of nine (9) names from which an arbitrator shall be selected by the parties in accordance with the rules and regulations of the American Arbitration Association to hear the grievance.
- B.    The arbitrator shall have the authority to hold hearings and to confer with any person deemed advisable in arriving at his/her advisory recommendations on the grievance. The arbitrator shall report his/her decision to the respective parties in accordance with the rules and regulations of the American Arbitration Association. It is agreed by the parties that the recommendations of the arbitrator are not binding and are advisory only.
- C.    Each party shall pay one-half (½) the cost of the advisory arbitrator.

## **ARTICLE IV: ASSOCIATION RIGHTS**

### **4.01 PAYROLL DEDUCTION OF ASSOCIATION DUES**

Association dues shall be deducted in accordance with the following provisions:

- 4.0101 No later than October 1, the Association shall provide the Board Treasurer written authorization for any member wishing to have payroll deductions for Association dues.
- 4.0102 No later than October 20, the Board Treasurer shall provide at the request of the Association a complete list of members for whom Association dues are being deducted and the total dues being deducted for each member.
- 4.0103 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise from or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.

### **4.02 USE OF EQUIPMENT AND FACILITIES**

- 4.0201 The Association shall be allowed to use, without charge, bulletin boards in faculty lounges, mailboxes, e-mail, and the school mail system for the posting or transmission of information or notices concerning Association matters. Copies of any material to be placed in a mailbox or sent through email shall be provided to the building principal.
- 4.0202 The Association shall be allowed to schedule meetings in the regular school buildings of the District at reasonable times subject to approval of the principal.
- 4.0203 Association representatives may use telephones to carry out Association business provided calls are made before or after work hours or on the employee's lunch break or at any other time, provided said calls do not interfere with duties assigned by the Board and/or administration. Other special circumstances may be approved by an administrator. Phones may be used for local and 800 toll-free calls only.
- 4.0204 The Association may use the tiered mail slots at the Secondary Campus, Brent Elementary and Whitaker Elementary. Two (2) additional mailboxes will be provided at the maintenance-transportation building and the Secondary Campus cafeteria.

### **4.03 BARGAINING UNIT INFORMATION**

- 4.0301 The Association shall receive on request a list of all support staff employees in the District by September 10 of each school year.
- 4.0302 The Association shall receive upon request, existing job descriptions for positions within the bargaining unit.
- 4.0303 The Association shall receive by March 1 of each year a current copy of each classification seniority list.

**4.04      TRANSACTION OF ASSOCIATION BUSINESS**

The Association field representative may meet with members of the bargaining unit before or after their work hours and during lunch breaks provided he/she notifies the building principal of his/her presence in the building prior to meeting with the employee.

**4.05      ASSOCIATION LEAVE**

The Director of Business and Academic Services shall grant the Association President and/or his/her designee up to a total of six (6) days leave per calendar year. The absence shall be granted without loss of pay and shall not be charged to sick or personal leave. The Director of Business and Academic Services shall be notified in writing at least one (1) week prior to the requested date for the leave for such activities.

## **ARTICLE V: EMPLOYMENT PRACTICES**

### **5.01 NONDISCRIMINATION CLAUSE**

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status and to the extent prohibited by law, no person shall be discriminated against because of race, sex, age, or physical handicap.

### **5.02 JOB OPENINGS - VACANCIES**

#### **5.0201 Definition of Vacancy**

A vacancy is defined as the creation of a new position by Board action or a vacancy in an existing position as a result of retirement, death, resignation, termination, and/or nonrenewal. The Board shall retain the sole right to determine staff size.

#### **5.0202 Job Postings for Vacancies**

- A. When a vacancy occurs, the Director of Business and Academic Services will email the opening to all bargaining unit members at their District email account, post on the District website and provide a copy to the Association President. The position will not be filled for ten (10) days from the date of the email.
- B. Job postings shall contain:
  - (1) Date of posting;
  - (2) Posting deadline;
  - (3) Qualifications/Job title;
  - (4) Location;
  - (5) Classification;
  - (6) Hours/days of work;
  - (7) Pay scale (range);
  - (8) Notice that the job description is available on request.
- C. All interested employees may apply for the vacant position. Current employees will be given priority consideration based on the following factors:
  - (1) Performance and evaluations;
  - (2) A movement upward in the number of hours worked;
  - (3) A change in the job sites within the District;
  - (4) Seniority;
  - (5) Current classification.
- D. The Director of Business and Academic Services is not required to fill a job opening/vacancy from current employees applying. He may either fill the position from outside the District or choose to withdraw the posting and not fill the vacancy at all.

**5.03      REASSIGNMENT**

An employee requesting reassignment (i.e., applying for the vacancy) shall notify the Director of Business and Academic Services within ten (10) calendar days of the posting of the notice of vacancy.

**5.04      TRANSFERS**

5.0401      Voluntary Transfers

Any employee may request, in writing using the form in Appendix F, a transfer to any vacant position as that position is posted. The employee has ten (10) days in which to make his/her request in writing to the Director of Business and Academic Services. If the employee's request is denied, he/she may request to be notified in writing of the denial by the Director of Business and Academic Services.

5.0402      Involuntary Transfers

When a vacancy occurs, the Director of Business and Academic Services may transfer an employee to that position. The Director of Business and Academic Services must notify the affected employee in writing of the reasons for the transfer. The employee may within ten (10) days of receiving the notification of transfer appeal the decision of the Director of Business and Academic Services to the Superintendent.

5.0403      Any transfer, whether voluntary or involuntary, shall only involve jobs of similar hours (i.e., 6 hours to 6 hours, 8 hours to 8 hours, etc.) unless agreed to by the member(s) involved.

5.0404      Any reassignment within a classification is within the discretion of the Director of Business and Academic Services, does not create a vacancy, and does not require a posting.

**5.05      SELECTION CRITERIA**

5.0501      Seniority shall be considered in all decisions that fill a vacancy, but the judgment of the Superintendent or designee shall be final. In the event the most senior employee applying for a vacancy is not chosen, he/she will be provided with a verbal reason upon request. Whenever two or more employees have the same exact seniority criteria, a tie breaking procedure shall be used when necessary. That tie breaking procedure shall be the use of the last two digits of the employee's social security number. Whoever has the lowest two last digits shall be considered the most senior employee.

5.0502      Vacancies will be filled by selection of the best qualified applicant in the sole judgment of the Superintendent or Designee.

**5.06 DISCIPLINARY ACTION**

5.0601 Progressive Discipline

The Board agrees that, in general, it will follow the principles of progressive discipline with respect to occurrences other than those listed below, that is, an employee cannot be suspended for an offense unless he has first received a written warning for the same or similar offense and an employee cannot be discharged for an offense unless he has first been suspended for the same or similar offense. In imposing discipline on a current charge, the Board will not take into account any prior written warning which occurred more than one (1) year prior to the current charge, or a prior suspension which occurred more than two (2) years prior to the current charge, unless the employee has accumulated other warnings or suspensions during the one year period or two year period, respectively.

5.0602 Disciplinary Hearing

Before a suspension of any employee covered by this Master Contract becomes effective, a hearing shall be held at which the employee may present his case. The employee and the Association shall be notified of the reason for the suspension. In the case of suspension, the hearing shall be before the Superintendent or Designee and take place not later than three (3) days following receipt of such notice unless mutually agreed otherwise. At such hearing the employee affected may be represented by the Association. The employee shall be given a reasonable opportunity to present evidence on his behalf.

5.0603 The following principles will apply to discipline of employees:

- A. The employee will know or should know the possible consequences of his/her conduct which violates Board policy, rules, regulations or established standard of conduct.
- B. The standard of conduct and performance expected of employees will be reasonably related to the orderly, efficient, and safe operation of the District.
- C. Prior to discipline a fair and objective effort will be made to discover whether the employee did in fact violate or disobey a rule or order of management.
- D. There must be evidence or proof that the employee committed the alleged acts.
- E. Rules, orders and penalties must be applied consistently.
- F. The degree of discipline administered will be reasonably related to the seriousness of the proven offense and the record of the employee during employment with the District.

5.0604 Serious Offenses

Notwithstanding any of the above, it is understood that the above disciplinary steps do not apply to the more serious offenses and conduct listed below:

- A. Insubordination, refusal to follow directives or instructions as issued by management and refusal to perform assigned work. Conflicting orders or instructions shall be applied by ranking supervision.
- B. Bringing intoxicants or controlled substances into, or consuming same, in the Board's vehicles and buildings and other properties or being under the influence of same while at work.
- C. Fighting during working hours or the use of insulting or abusive language toward the public, supervisors, or fellow employees.
- D. Dishonesty or stealing, either from the Board, the public, or its employees, and forging or falsifying time cards and other documents and/or reports.
- E. Causing injury to a fellow employee or destruction of a fellow employee's property or Board property through deliberate action or gross negligence.
- F. Any willful violation of safety rules and regulations.
- G. Immoral conduct.
- H. Multiple offenses and offenses similar in nature to the offenses listed above for which, in the judgment of the Superintendent or Designee, the progressive discipline procedure is not appropriate.
- I. Multiple traffic accidents for which the member is cited. This section shall only apply to members who are required to operate district vehicle(s) during the course of his/her job duties.
- J. Any act or omission involving the health, safety and welfare of a student.

Violation of any of the above mentioned items may be cause for immediate suspension or dismissal.

5.0605 Filing a Grievance

- A. Any employee claiming that he has been disciplined or discharged without cause must present a grievance in writing within five (5) working days after such disciplinary action was taken, or his claim will be waived. Said grievance shall be submitted at Step Two of the grievance procedure.
- B. In the event that a grievance over the suspension of an employee is taken to arbitration, the arbitrator shall be limited to determining, in the case where the disciplinary action involved was taken under the progressive discipline provisions of this Master Contract, that said progressive discipline provisions were followed and that the event or incident upon which the disciplinary action being taken is based occurred; or determining, in the case where the disciplinary action is being taken for one of the reasons set forth in the Master Contract as grounds for immediate suspension that the event or incident upon which the disciplinary action is based occurred.

**5.07**      **PERSONNEL FILES**

- 5.0701      Employees shall be provided with copies of any derogatory written material two (2) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity to initial and date the material and prepare a written response to such material. The written response shall be attached to the material. An employee shall have the right at any reasonable time and upon reasonable notice to examine and/or obtain copies of any material from the employee's personnel file. The copy shall be provided upon payment by the employee of the cost of reproducing same, which shall be no more than the copy rate charged to the general public.
- 5.0702      Any employee who places written material or drafts written material for placement in an employee's file shall sign the material and signify that date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 5.0703      If the employee refuses to sign, the completed evaluation may be placed in the file without the employee's signature with the refusal to sign noted thereon.
- 5.0704      Except as may be required by law, at no time nor under any circumstances shall those confidential portions of the employee's file be open to the public.
- 5.0705      A copy of any derogatory material except pre-employment materials placed in the employee's file shall be given to said employee at the time of placement in the file.
- 5.0706      Anonymous letters shall not be placed in an employee's file(s) nor will they be made a matter of public record unless the letter results in the imposition of discipline.

**5.08**      **EMPLOYMENT-RELATED EQUIPMENT**

No custodian or maintenance personnel shall be required to use his/her personal tools and/or equipment when performing his/her contractual duties.

## **ARTICLE VI: WORKING CONDITIONS**

### **6.01 JOB DESCRIPTIONS**

The Association shall be provided with copies of job descriptions for bargaining unit work and any amendments thereto. The Board may amend and/or change job descriptions during the term of this Contract in its sole discretion without bargaining.

### **6.02 LUNCH PERIOD**

All employees working thirty-one (31) hours or more per week shall be entitled to an uninterrupted lunch period of one-half (½) hour per day. All new hires after July 1, 2008 will have unpaid lunch. All current employees will maintain current status as to paid or unpaid lunch.

### **6.03 BREAKS**

Every effort will be made prior to October 1st of each year by the principal or immediate supervisor of the bargaining unit member who works six (6) hours or more per day to mutually agree on one (1) planned fifteen (15) minute break per day.

### **6.04 SCHOOL CLOSINGS**

6.0401 If an employee is scheduled to work, and school is closed by the Superintendent because of a calamity, then those employees would receive their regular pay. If school is closed because of a calamity, and employee(s) are requested to report for duty by their supervisor, then those employees would receive their regular hourly straight time rate for hours worked, as well as the regular pay for that calamity day. This provision only applies to an entire calamity day.

6.0402 The administration reserves the right to require any and all full-time employees and regular part-time employees to report for work on calamity days.

6.0403 Those employees who are paid for a calamity day, but do not work the calamity day, shall be required to work any student make-up day scheduled by the Board without additional compensation.

6.0404 Any employee who is absent on a calamity day because of sick leave, special leave previously requested, or vacation day previously scheduled, shall be entitled to calamity pay and that day shall not be considered a day of sick leave, special leave, or vacation.

### **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 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.
- 6.0509 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.

- 6.0510 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.
- 6.0511 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.
- 6.0512 Time begins with a fifteen (15) minute pre-trip inspection and ends when the bus is stored. This includes "waiting time."
- 6.0513 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.
- 6.0514 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.
- 6.0515 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.

**6.06 TRAVELING EMPLOYEES**

- 6.0601 The term "traveling employee" shall be defined as any and all members of the bargaining unit who have been assigned duties in more than one (1) school in any workday during the member work year. No traveling employee shall be required to use his/her lunch period or preparation period to travel. When possible, a minimum of fifteen (15) minutes will be scheduled between the termination of the last duty to which each traveling employee is assigned at one site and the beginning of the next duty to which that traveling employee is assigned if it is at another work site.
- 6.0602 Each member who is required by the District to use his/her personal automobile shall be reimbursed according to the Mileage Reimbursement provision of this negotiated Contract. However, members shall not be reimbursed for their routine commuting between home and school. (Appendix G)
- 6.0603 The building in which any traveling employee spends the majority of his/her normal work day shall be designated as that member's home or primary building for District purposes.

**6.07 INCLUSION**

Members who directly provide services to a student who is the subject of an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings.

**6.08 BOARD COMMITMENT TO FULL-TIME EMPLOYEES**

The Board will not manipulate full time positions into part-time positions to avoid providing benefits to employees.

**6.09 HIRING OF RETIRED CLASSIFIED EMPLOYEES**

6.0901 This provision shall apply to the employment of any classified employees who have retired and are or will be receiving retirement benefits through the School Employees Retirement System.

6.0902 Classified employees who have retired and are or will be receiving benefits through the School Employees Retirement system, any other Ohio retirement system or any out of state retirement system may be employed by the Board. There shall be no expectation that any such employee will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based upon the needs of the district, and no reasons will be given for declining to offer such employment to anyone.

6.0903 The pay rate to be paid to the returning employee shall be determined at the discretion of the Superintendent, with a maximum of ten (10) years of experience and shall not be subject to Chapter 3319 or any other section of the Ohio Revised Code.

6.0904 Employees employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive two year limited contracts or continuing contracts regardless of their years of service. Said one (1) year contract shall automatically expire upon the completion of the school year and it is not necessary for the Board to take formal action to non-renew the employee pursuant to Chapter 3319.083 of the Ohio Revised Code in order to non-renew the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

6.0905 Returning retirees are not entitled to and are not eligible to participate in any retirement incentive program or receive any severance benefits provided by any collective bargaining agreement between the Board and the Association.

6.0906 Returning retirees are eligible for sick leave accumulation commencing with the first year of such re-employment at a zero balance.

6.0907 Returning retirees are eligible for the contracted health single plan and dental single insurance, The employee may opt for family coverage by paying the difference in the cost between the two (2) plans. This exclusion shall not apply to anyone who has been employed under this section prior to July 1, 2011.

6.0908 In the event of a reduction in force, the returning retiree shall not have any bumping rights.

- 6.0909 Employment of a returning retiree shall not jeopardize the continuation of existing programs nor result in the reduction in force of classified employees employed at the commencement of each such re-employment contract.
- 6.0910 Subject to these provisions, returning retirees are part of the bargaining unit.
- 6.0911 All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including, but not limited to ORC 124.39, 3319.081, 3319.083, 3319.141, and 3313.202.

**6.10 AIDE PERMITS**

All Regular Education Assistants, Special Education Assistants and Health Educational Aides shall possess and maintain a valid Educational Aide Permit issued by the Ohio Department of Education. When required by law, funding sources, or specific assignment, a Regular Education Assistant or a Special Education Assistant shall possess and maintain a valid ESEA qualified designation issued by the Ohio Department of Education.

**6.11 BCI/FBI COSTS**

Members shall be responsible for any costs for BCI and/or FBI background checks required by the State of Ohio.

**ARTICLE VII: LEAVES OF ABSENCE**

**7.01 LEAVE OF ABSENCE**

- 7.0101 Upon written request, the Board may grant a leave of absence for a period of not more than two (2) years for educational or professional or other purposes, and shall grant such leaves where illness or disability is the reason for the request.
- 7.0102 When granted such leave, the employee shall provide written notice of intent to return not less than sixty (60) calendar days prior to the expiration date of the leave. Failure to file such notice shall result in automatic forfeiture of the employee's right to return and any and all other rights bestowed by this Contract.
- 7.0103 If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after the employment as a replacement, he/she shall receive credit for the length of service with the Board during the replacement period.
- 7.0104 This section shall supersede the requirements of Ohio Revised Code section 3319.13.

**7.02 SICK LEAVE**

- 7.0201 The maximum accumulated sick leave for each employee shall be two hundred thirty (230) days. Sick leave shall be credited at the rate of one and one-fourth (1¼) days per completed month of work. Part-time employees shall be entitled to sick leave credit for the time actually worked at the same rate as that of full-time members. An employee granted sick leave shall not incur loss of pay or fringe benefits. Employees will report absences through the AESOP system, or in any other manner designated by the Board of Education or Superintendent.
- 7.0202 Sick leave shall be used for personal illness, injury, illness or injury due to pregnancy, or quarantine because of exposure to contagious disease of the employee or his/her immediate family. The definition of immediate family for this Contract is: the employee, spouse, children, parents, in-laws (mother, father, sister, brother), siblings, grandparents, aunts, uncles, grandchildren, and/or any person(s) who resides within the member's household who has a similar legal relationship to the employee.
- Sick leave may be used for a domestic partner so long as the person meets the definition of domestic partner, as set forth in the attached affidavit, and so long as the affidavit attached to this contract is executed and provided to the Board of Education prior to the need to use sick leave.
- 7.0203 Sick leave shall be used in the event of the death of a member of the employee's immediate family as defined in Section 7.0202 above.
- 7.0204 An employee requesting sick leave shall furnish a written, signed statement on a form prescribed by the Board to justify his/her use of sick leave.

7.0205 If medical attention was required, the name and address of the attending physician and the date(s) consulted shall be listed. The employee may be required to provide a statement signed by the attending physician listing the date(s) of such consultation.

7.0206 Falsification of a sick leave statement by an employee shall be grounds for suspension or termination.

**7.03 ASSAULT LEAVE**

7.0301 An employee who is absent due to physical disability resulting from a clearly unprovoked attack upon said employee, which assault occurs in the course of said employee's employment, shall, subject to the approval of the Superintendent, be granted up to thirty-five (35) workdays of assault leave. During such assault leave, said employee shall be maintained on full pay status.

7.0302 Assault leave will not be granted under this policy unless said employee:

- A. Has signed a written statement justifying the granting and use of assault leave;
- B. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment;
- C. Agrees to file criminal charges against the person or persons involved and cooperate in the prosecution thereof; and,
- D. Submits, if the leave requested is more than two (2) days and the employee is so requested by the Board or its designee, to a medical examination by a physician of the Board's choice. Medical expenses for this examination shall be paid by the Board.

**7.04 JURY DUTY**

7.0401 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty.

7.0402 Any member of the bargaining unit who is released from jury duty prior to 11:00am on any day during which they are performing jury duty is expected to return to their work assignment.

**7.05 MILITARY LEAVE**

Military leave shall be pursuant to any and all applicable state and federal laws, rules and regulations.

**7.06 CHILD CARE LEAVE**

7.0601 Employees shall be granted a leave of absence without pay to care for their newborn or newly adopted child, subject to the following conditions:

- A. The employee shall submit a written request to the Superintendent for childcare leave no less than sixty (60) calendar days prior to the date on which said employee desires his/her leave to commence.
- B. This notice shall be waived in the event of unexpected and/or premature birth.
- C. In the case of adoption, the employee shall notify the Superintendent that placement of a child(ren) is likely to occur during the current semester, or within sixty (60) days, whichever is earlier, if the employee has knowledge of such placement.
- D. If the employee has no prior knowledge of the placement, notice shall be given as soon as possible.
- E. Such leave shall commence on the date requested by the employee, or in the case of adoption, when said employee receives custody of the child(ren).
- F. The employee shall notify the Superintendent, at the time of requesting leave pursuant to the above provisions, of his/her date of return.

7.0602 The length of childcare leave shall not exceed one (1) calendar year.

7.0603 Employees on childcare leave will be allowed to purchase health insurances at the group rates, by paying premiums in advance to the Board Treasurer's office.

7.0604 The employee returning from childcare leave shall suffer no loss of seniority, but shall not accrue seniority while on leave.

7.0605 When granted such leave, the employee shall provide written notice of the intent to return not less than sixty (60) calendar days prior to the expiration date of the leave. Failure to provide such notice shall result in automatic forfeiture of the employee's right to return and any and all other rights bestowed by this Contract.

**7.07 PERSONAL LEAVE**

7.0701 Each bargaining unit member shall be entitled to absence from duty without loss of pay for the purpose of conducting urgent personal business which cannot be transacted at times other than during the member workday(s) and which is not to work for pay and/or to seek other employment on that day(s) of leave. The member shall give two (2) days advance written notice to his/her immediate supervisor of his/her intention to take such personal leave using the form in Appendix D or other system designated by the Board of Education, except in the case of an emergency when verbal notice shall be given to the immediate supervisor and the written notification, using the form in Appendix D, the absence will be submitted upon that member's return from such leave.

7.0702 Each member shall be granted up to three (3) days of personal leave in each year.

7.0703 No member shall be required to present a reason or justification for use of such leave except each leave day or portion thereof used before and/or after a holiday and/or other recess or on the first day of the student school year, on a district in-service day

or any day between May 1 and the end of the school year. In these exceptions, the member shall state the reasons in writing on the personal leave form (Appendix D) or through another system designated by the Board of Education. Approval or disapproval for the use of that personal leave day(s) shall be based only on the reasons(s) stated by the member in the leave notice. Administrative approval must be secured in advance of these exceptions, except in the case of an emergency.

- 7.0704 Upon return from an emergency leave, stated as an exception in Paragraph 7.0703, it shall be the member's responsibility to submit a personal leave form (Appendix D) to his/her immediate supervisor thereby declaring that the use of such personal leave was with prior approval or that the requirement of prior approval was waived and that the use of the personal leave was within the broad purpose of urgent personal business rather than for personal pleasure or convenience.
- 7.0705 Forms for filing personal leave requests shall be printed by the Board and shall be available at every work site in an area accessible to all members without request to their immediate supervisor.
- 7.0706 Any personal leave days not used during the contract year shall be converted to sick days at the expiration of the contract year.
- 7.0707 Any request for personal leave may be denied, if in the discretion of the appropriate administrator, the granting of the request would leave that department unable to perform required duties on that day.
- 7.0708 Falsification of this form regarding the use of personal leave shall be cause for disciplinary action as determined by the Board.

**7.08 FAMILY AND MEDICAL LEAVE ACT**

- 7.0801 The Finneytown Local School District is under federal mandate to have procedures covering family and medical leave consistent with the law signed by President Clinton on February 5, 1993.
- 7.0802 Because the Family and Medical Leave Act is complex and technical, it is proposed that the FMLA will be followed as outlined in law.

**7.09 EXTENDED SICK LEAVE**

- 7.0901 A member shall be granted sick leave without loss of pay and fringe benefits. Should a member exhaust his/her accumulated sick leave, the member shall be granted an advancement of sick leave to a maximum of five (5) days if so requested. Part time employees shall be entitled to advancement of sick leave for the time actually worked at the same rate as full time members. If the member should resign or be placed on unpaid leave of absence, before this advancement of sick leave has been earned, the Board may recover the cost of such unearned sick leave days from the member's final pay settlement.
- 7.0902 If, during a serious illness and, in the opinion of the Director of Business and Academic Services, grave, unusual and extenuating circumstances exist, and a member has used all of their accumulated sick leave, the Director of Business and

Academic Services may grant up to an additional ten (10) days of extended sick leave.

7.0903 If used, the days are to be returned to the District at the rate of three (3) days per year. The member has the right to return the days to the District at a rate exceeding three (3) days a year.

7.0904 If the member leaves the District for any reason prior to paying back the extended sick leave, the remaining days will be deducted from the member's final paycheck at the member's current daily rate of pay.

**7.10 UNPAID LEAVES OF ABSENCE**

7.1001 Leaves of absence for reasons not covered by personal leave may be granted by the Superintendent on an unpaid basis. Leave shall be granted only for extenuating or emergency circumstances.

7.1002 A request for unpaid leave must be submitted in writing to the Superintendent at least two (2) weeks in advance of the requested leave.

7.1003 If the leave is granted, the employee shall be responsible for the pro-rata share of the health insurance premium for the days for which leave is granted.

## **ARTICLE VIII: SALARY & FRINGE BENEFITS**

### **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.

8.0102 All annual straight hourly rate increases and annual step adjustments shall be effective on July 1 unless otherwise mutually agreed to. An employee must have been employed and in active pay status for at least one hundred and twenty (120) workdays during the preceding year to receive the annual step adjustment. All new hires will be notified in writing of this provision.

8.0103 Paychecks shall be distributed to members on the last District workday of the month, except for the month of June when they will be distributed on the first Board office workday in July.

8.0104 All regular employees shall be paid over twelve months according to the following stretch pay schedule.

- a) All nine (9) and ten (10) month regular employees shall be stretched over twelve (12) months, from the September pay through the August pay.
- b) All eleven (11) month regular employees shall be stretched over twelve (12) months, from the August pay through the July pay.
- c) All twelve (12) month regular employees shall be stretched over twelve (12) months, from the July pay through the June pay.

- 8.0105 All paychecks shall be distributed via electronic deposit. All deposit advices will be distributed via electronic mail unless an employee notifies the Treasurer's office that he/she wants a paper version of the deposit advice. An employee may opt-out of the electronic deposit advice at any time.
- 8.0106 In the event an employee is regularly scheduled for more than thirty (30) hours a week and is employed in two (2) or more support staff classifications (combined job), the employee's hourly rate of compensation in all classifications employed shall be in accordance with the pay rate for thirty-one (31) or more hours contained at Appendix E. Additionally, support staff employees who work more than thirty (30) hours per week, whether or not said employment is in one or more classifications, shall be entitled to receive benefits and insurances offered to full-time employees.
- 8.0107 Any newly hired regular employee in the bargaining unit may be eligible for a one time advance draw against future anticipated earnings in the first month of the first year of employment with the District. This advance draw is to be treated as an interest free loan and is to be repaid by the employee as a deduction from his/her first monthly paycheck. The advance draw may not exceed fifty percent (50%) of the employee's anticipated net monthly earnings. This option shall apply to members whose starting date falls within the last ten (10) working days of a calendar month. Written request and authorization must be received by the Board Treasurer's office from the employee no later than the fifth member workday. Advance draws will be disbursed with the first accounts payable check run of the month following the start date. This is solely intended to ease the cashflow strain of the new employee. At no time will loans be made to employees by the school District for any other purpose or greater duration.

**8.02 PAY WHEN TRANSFERRED**

- 8.0201 An employee transferred to another job classification for which the scale of hourly rates is higher than for his/her original classification, shall begin the new classification at the first step for which the rate exceeds the employee's current hourly rate.
- 8.0202 An employee transferred to another job classification for which the scale of hourly rates is lower than for his/her original classification shall be paid at his/her same rate (current rate) on the new position but shall not become eligible for a step increase until the rate for the step on which the employee was at the time of transfer exceeds his/her original rate at the time of the transfer.

**8.03 HOURS AND OVERTIME**

- 8.0301 All hours over forty (40) in one (1) work week shall be paid at the rate of time and one-half.
- 8.0302 Ohio Revised Code section 124.18 specifically authorizes employers to grant employees compensatory time at the rate of one and one-half (1½) hours for each hour of overtime worked, in lieu of receiving cash payments for such overtime and this compensatory time should be taken during the respective pay period when mutually agreed upon by the supervisor and employee.

- 8.0303 Any employee who has completed his/her regular scheduled workday and is called back to work shall receive a minimum of two (2) hours pay at the applicable rate in addition to regular pay due the employee that day. This call-in pay does not include time worked immediately prior to or immediately following an employee's regular workday, which shall be compensated at the applicable hourly rates.
- 8.0304 When making assignments for school dances and other similar special events, regular employees shall be given first consideration. This excludes regular shift work and/or assignments.
- 8.0305 All call-in time must be approved in advance by the employee's supervisor.
- 8.0306 For the purposes of this provision, days (hours) when an employee is absent from duties because he/she is on sick leave, personal leave, vacation, or unpaid leave shall not count as days or hours worked during a work week for overtime purposes.

**8.04 HOLIDAYS**

- 8.0401 Twelve (12) month full-time and regular part-time employees shall be granted the following paid holidays:
- A. July 4th
  - B. Labor Day
  - C. Thanksgiving Day
  - D. Day after Thanksgiving
  - E. Day before Christmas
  - F. Christmas  
(Dec. 25, 2013-Dec. 25, 2014)
  - G. New Year's Day
  - H. Martin Luther King Day (Monday)
  - I. Presidents' Day (Monday)
  - J. Memorial Day (Monday)
- 8.0402 Nine (9) and ten (10) month regular employees shall be entitled to all of the above paid holidays excluding July 4<sup>th</sup>.

**8.05 VACATION**

- 8.0501 Each employee who, holidays and vacation days excepted, is scheduled to work two hundred sixty-one (261) days in a calendar year shall be entitled to ten (10) days of paid vacation for one (1) through seven (7) years of service.

- 8.0502 A person who continues in the employ of the Board for eight (8) through fifteen (15) years shall be eligible for fifteen (15) days of vacation.
- 8.0503 After sixteen (16) years of continuous service, the employee shall receive twenty (20) days of vacation.
- 8.0504 This vacation shall be in addition to paid holidays.
- 8.0505 Vacations for all Custodians and Maintenance Personnel can be taken at any time except as specified herein. However, no more than one (1) Custodian from a building and no more than one (1) Maintenance employee may take more than three (3) consecutive weeks of vacation at any one time. No vacations may be taken during the first two (2) weeks before the beginning of the school year and during the first week of school. Personnel shall give one (1) week's prior written notice to their supervisor for vacations of three days to one week's duration (3 to 5 days) and thirty (30) days prior written notice to their supervisor for vacations of more than one (1) week's (6 or more days) duration. Any request for less than three days vacation must be requested at least two work days prior to the dates requested. Any request for a single day of vacation may be denied, if in the discretion of the appropriate administrator, the granting of the request would leave that department unable to perform required duties on that day.
- 8.0506 Upon separation from employment an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two (2) years immediately preceding his/her separation and the prorated portion of his/her earned but unused vacation leave for the current leave. In case of the death of an employee, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his/her estate.

## 8.06 INSURANCE

- 8.0601 Hospital/Medical  
The Board as a member of the Greater Cincinnati Insurance Consortium shall purchase a plan as selected by the consortium or as required by law, for each member for basic hospital/medical insurance coverage. The Board shall pay eighty-five percent (85%) of the premium charge for coverage. Each member who has elected coverage shall pay fifteen percent (15%) of the premium by payroll deduction.
- 8.0602 Coverage for Members and Spouses Both Employed by the Board Pre-1/1/14
- A. If an employee and spouse are full-time Finneytown employees both may sign-up for individual coverage or one (1) person may sign-up for family coverage and the other will complete an enrollment form indicating "ineligible" for coverage. In this case, both employees and any eligible children will be covered under the family coverage. Both spouses may not sign up for family coverage.

- B. If the employee is married, a form will need to be completed indicating whether the spouse is eligible for medical coverage as a full-time employee through another employer's medical plan. If the spouse is a full-time employee of another employer and is eligible for that employer's medical plan, and does not enroll in that plan, then the Board will pay eighty percent (80%) of the premium charges for the family coverage. The employee will pay twenty percent (20%) of the premium by payroll deduction.
- C. When children are involved, the spouse whose birth date falls earliest in the calendar year is responsible for providing family coverage.
- D. If the spouse must wait for an enrollment period to enroll in an employer's medical plan, this spouse would be eligible for coverage until that time. If the spouse has to pay more than one-half (1/2) of his/her health care premiums, such a plan will not be considered an "employer health care plan."

8.0603 Coverage for Members and Spouses Both Employed by the Board Effective 1/1/14

- A. If an employee and spouse are full-time Finneytown employees both may sign-up for individual coverage or one (1) person may sign-up for family coverage and the other will complete an enrollment form indicating "ineligible" for coverage. In this case, both employees and any eligible children will be covered under the family coverage. Both spouses may not sign up for family coverage.
- B. If the employee is married, a form will need to be completed indicating whether the spouse is eligible for medical coverage as a full-time employee through another employer's medical plan. If the spouse is a full-time employee of another employer and is eligible for that employer's medical plan, the spouse shall secure insurance through that employer pursuant to the terms of the spousal exemption provision of the health insurance plan offered by the GCIC. In that instance, if the member has dependents other than the spouse, the member is eligible for a family plan with the Board of Education and the Board of Education will pay the portion of the premiums as noted in Section 8.0601. If the member does not have dependents, the member is eligible for a single plan, with the Board of Education paying the portion of the premiums noted in Section 8.0601.

8.0604 Adult children who are between the ages of 26 and 28 are to be covered at the member's expense.

8.0605 The availability of these coverages "on request" shall be limited to those times and/or conditions as specified in the Board's contract with the carrier.

8.0602 Dental

The Board as a member of the Greater Cincinnati Insurance consortium shall purchase a plan as selected by the consortium or as required by law, for each member for basic dental insurance. The Board and the Association agree that the issues of employee eligibility and contribution remain issues to be determined by the Collective Bargaining Agreement. The Board shall pay eighty-five percent (85%) of

the premium charges for said coverage and each member who has elected this coverage shall pay fifteen percent (15%) of the premium by payroll deduction. It is expressly understood that if there are two (2) employees from the same family both working for the Board, the Board shall only be obligated to provide one (1) dental plan for the family. If an employee is eligible for coverage under another GCIC dental plan, the employee is not eligible to receive benefits through this Agreement.

8.0603 Life

Term life insurance shall be provided all members. The face amount of the insurance shall be the amount of the member's annual earnings rounded to the nearest one thousand dollars (\$1,000).

**8.07 MILEAGE REIMBURSEMENT**

Any member of the bargaining unit who is required to use his/her personal automobile for District business at the direction of the Superintendent or designee shall be reimbursed at the rate allowable by the Internal Revenue Service. Members shall not be reimbursed for their routine commuting between home and school.

**8.08 SEVERANCE PAY**

8.0801 A member of the support staff who retires from the District shall be eligible for severance pay if he/she:

- A. accrues sick leave,
- B. retires from the employ of the Board on or after June 30 each year of this negotiated Contract, unless the retirement is the result of a medical condition which renders the member incapable of performing the duties of his/her position, as verified in writing by an appropriate physician,
- C. meets state retirement system retirement eligibility criteria.

8.0802 A member eligible for severance pay shall receive payment for one-fourth (¼) of his/her accumulated sick leave days if he/she has accumulated less than two hundred thirty (230) sick leave days. If the member has accumulated two hundred thirty (230) sick leave days, he/she shall receive payment for sixty (60) days for the duration of this contract.

8.0803 Retirement shall be defined as disability retirement or eligibility for service retirement under any state or municipal retirement system in Ohio at the time the member terminates his/her employment with the District.

8.0804 Severance pay for sick leave shall be considered to eliminate all sick leave credit accrued by the member at the time of his/her retirement.

8.0805 Payment shall be based upon the member's rate of pay at the time of retirement. Such payment shall be made only once to any member.

- 8.0806 If a member who is eligible for service retirement dies before retiring, payment of his/her severance will be made to his/her estate.

**8.09 BOARD PICK-UP OF CLASSIFIED EMPLOYEE CONTRIBUTIONS TO SERS**

- 8.0901 Pursuant to Ruling 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and as restricted by the School Employees Retirement System (SERS) and the rules of the Board, the employee contribution for each member of the bargaining unit shall be designated as paid by the Board.

- 8.0902 The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this negotiated Contract. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) Deferred Salary, and (2) Cash Salary.

A. Deferred Salary:

A member's deferred salary shall be equal to that percentage of said member's annual salary or salary per pay period that is paid to the SERS by the member. The deferred salary shall be paid by the Board to the SERS on behalf of the member as a "pick-up" of the SERS employee contribution.

B. Cash Salary:

A member's cash salary shall be equal to the member's total annual salary or salary per pay period less the amount of the pick-up for the member and shall be payable, subject to the applicable payroll deductions, to the member.

- 8.0903 No employee's total earnings shall be increased by application of this plan nor shall the expenditures of the Board for the employee's total annual salary be increased by application of this plan. This provision shall apply uniformly to all members of the bargaining unit when this plan is implemented.

- 8.0904 The Board shall compute and remit its employer contributions to SERS based upon total annual salary and the salary per pay period, including the deferred salary or "pick-up".

A. The Board shall report for federal and state income tax purposes as a member's gross income the member's total annual salary less the amount of the deferred salary or "pick-up" for the indicated tax year.

B. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual salary including the amount of the deferred salary or "pick-up".

C. The Board shall compute income tax withholding based upon gross income as reported to the respective authorities.

- 8.0905 The Board agrees to include in the member's total annual salary the deferred salary (pick-up) for the purpose of computing daily rate of pay for severance, for

determining paid salary and adjustments to be made due to absence, or for any other similar purposes.

#### **8.10 EDUCATIONAL PREROGATIVE**

Any employee covered by this agreement who resides outside of the Finneytown Local School District may enroll his/her child(ren) in the Finneytown Local School District free of any tuition charge. This provision will become null and void should the Board implement an open enrollment policy. Should that occur, employee's children will receive priority enrollment. However, if the child has been the subject of disciplinary action either at Finneytown or another public or private school, enrollment may be denied. Disciplinary action is defined as being expelled, suspended on two (2) or more occasions during the school year or withdrawn from school in lieu of expulsion.

#### **8.11 RETIREMENT ASSISTANCE PLAN**

8.1101 Eligibility for this program must be attained during the term of this negotiated Contract.

8.1102 The Board agrees to participate in the following assistance program:

- A. Members may choose to participate in the plan when they satisfy the criteria set forth by Section 8.1103 below.
- B. The responsibilities over such matters as procedures concerning eligibility or application for the retirement incentive program or any other matter pertaining to the administration of the program shall lie solely with the Board.

8.1103 Retirement Plan and Criteria:

- A. Any member who resigns for retirement purposes in the first year in which the member becomes eligible for normal retirement with the School Employees Retirement System will receive a severance per diem stipend of fifty percent (50%) of his/her accumulated unused sick leave. Any employee hired after July 1, 2013 must be employed by the District for at least seven (7) years in order to be eligible for the Retirement Assistance Plan.
- B. The per diem stipend is calculated solely upon the member's base contract salary. Supplemental contract salaries, extended service contract salaries, overtime pay, and miscellaneous contract salaries are not included in the calculation for the additional severance per diem stipend.
- C. Employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
- D. The employee must agree to retire at the end of the school year in which the employee becomes eligible unless the retirement is the result of a medical condition which renders the member incapable of performing the duties of his/her position for the rest of that school year, as verified in writing by an appropriate physician.

- E. Members must take advantage of this plan whenever they first meet any of the criteria set forth in the plan or they will forever forfeit their option.
- F. Payment under this plan will be as follows:
  - (1) The first half of the amount due will be paid in a lump sum payment on the first District pay date following the receipt of the employee's last regular paycheck. This will occur no later than September 30.
  - (2) The balance of the amount due will be paid in a lump sum payment between July 1 and July 30 of the year following retirement.
- G. Members shall obtain and submit an official copy of his/her SERS Ohio statement listing the total amount of service credit and any purchased time to the Treasurer's office as verification, prior to any disbursement.
- H. This provision is not grievable under Article III, Section 3.02 of this negotiated Contract.

**8.12 APPROVED COURSE REIMBURSEMENT**

- 8.1201 The district will set aside three thousand dollars (\$3,000) each year as a fund to reimburse staff for courses taken that have the prior approval of the district's Director of Business and Academic Services. Members will be reimbursed up to one hundred dollars (\$100) for each approved class taken.
- 8.1202 If the member leaves within three (3) years of the reimbursement, the member shall repay the district as follows:

Prior to Year	Repayment Amount
1	100%
2	67%
3	33%

This amount will be withheld from the member's final paycheck.

**8.13 PAYROLL DEDUCTIONS**

- 8.1301 The Board shall provide payroll deduction(s) in any amount and at no charge to members and/or the Association for the following items and organizations:
  - A. Taxes (city, state, and federal);
  - B. Association dues;
  - C. Credit union accounts;
  - D. Medical and dental insurance premiums;
  - E. State Employees Retirement System;

- F. Disability income premiums;
  - G. United Way and Community Shares; and
  - H. 403(b) and 457 plans.
  - I. 529 Plans
- 8.1302 The payroll deduction for any of the above items, when optional, can only be initiated upon the written request of the member, and shall continue indefinitely until revoked by the member in writing, except for Association dues deduction which shall remain in effect. There must be a minimum of five (5) members participating in a program, plan, or organization before the Board will provide payroll deductions.
- 8.1303 A Section 125 Plan allowing for the sheltering of the employee's qualifying medical, dental, and dependent daycare expenses shall be available to all employees that meet the minimum qualifications as specified in the Section 125 Plan documents. Such plans shall be offered by a company acceptable to the Board and must be at no cost to the Board for the Board to be obligated to provide said plan.
- 8.1304 Members are responsible for verifying that payroll deductions are as requested and for the appropriate entities. Members shall notify the Treasurer's office of any discrepancies as soon as possible.

## **ARTICLE IX: EVALUATION & JOB SECURITY**

### **9.01 LAYOFF AND RECALL**

- 9.0101 Layoff becomes necessary in the bargaining unit because of abolishment of a position(s), lack of funds, lack of work and/or the reasons set forth in Ohio Revised Code 3319.17. The Board shall determine in which classification the layoff(s) should occur and the number of employees to be laid off. In all such instances, the provisions below shall apply.
- A. The number of employees affected by the layoff will be kept to a minimum insofar as practical by not hiring replacements for employees who resign, retire, or otherwise vacate a position.
  - B. In the classification(s) to be affected by layoff, employees shall be laid off according to classification seniority, with the least senior employee laid off first.
  - C. Classification seniority is defined as the total number of years and/or days in the specific job classification to which the employee is assigned at the time the Board determines the necessity of the layoff(s). Classification seniority is determined on the basis of the first day of continuous employment for which the employee was paid in that classification.
  - D. Authorized leaves of absence and/or layoffs do not constitute an interruption in continuous service but layoffs do not count towards service credit for classification seniority purposes.
  - E. In the case of identical seniority, job performance as determined in the discretion of the Board shall be the means of determining which employee(s) shall be retained.
  - F. The layoff of employees shall be in this order:
    - (1) Limited contract employees shall be laid off by seniority before continuing contract employees.
    - (2) The employee with the least seniority in the classification(s) affected by the layoff shall be the first to be laid off; however,
    - (3) If that employee during his/her continuous employment by the Board was assigned to a different classification and has greater classification seniority, the employee shall have the right to be assigned to his/her previous classification and the employee with the least total classification seniority therein shall be the employee laid off and so on, subject to the same provision.
- 9.0102 Ten (10) days prior to the effective date of layoff, each employee to be laid off and the Association President shall receive written notice of the layoff stating:

- A. Reason for layoff;
  - B. Effective date of layoff; and,
  - C. The employee's right of reinstatement under provisions of this Contract.
- 9.0103 An employee eligible for reassignment who fails to accept reassignment within ten (10) days of receipt of notice of reassignment shall waive his/her right of reassignment.
- 9.0104 An employee affected by layoff but eligible for reassignment who refuses such reassignment within ten (10) days of receipt of the layoff notice shall have reinstatement rights only to the classification to which assigned at the time of the layoff.
- 9.0105 For the classification in which a layoff occurs, the Board shall prepare a reinstatement list by names of employees laid off in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification. Notice of reinstatement shall be made by certified mail or delivered in person. A laid off employee eligible for reinstatement shall provide notice of acceptance of reinstatement to the Superintendent by certified mail or in person within ten (10) days of receipt of the reinstatement notice. Failure to reply within ten (10) days shall terminate the employee's right to reinstatement and the Board's obligation to the employee under this provision. The vacancy shall be offered to and declined in writing by the laid off employee with the most seniority before the next person on the seniority list is considered.
- 9.0106 A laid off employee shall be entitled to reinstatement for one (1) year. If reinstated during this period, the employee shall retain all previous accumulated seniority.
- 9.0107 The classifications to be followed in the implementation of this provision shall be those listed in Section 1.02, Bargaining Unit Defined, of this Contract.
- 9.0108 This provision is intended to, and shall supersede Ohio Revised Code Section 3319.081 and in addition to the rights set forth herein, shall specifically grant to the Board the power and authority to contract with an outside independent entity for the provision of services or duties currently being performed by bargaining unit member should the Board determine that it is financially beneficial to do so. should the Board make such a determination, the Board will notify the Association at least ninety (90) days prior to any Board action to be implemented at the beginning of the following school year and meet with the Association to discuss the matter.

**9.02 CONTRACT LENGTH AND EMPLOYEE EVALUATION**

- 9.0201 New employees hired before October 1 shall be offered employment until the next succeeding June 30. If rehired, the employee will be given a two (2) year contract. If reemployed after successful completion of the two (2) year contract, the employee shall be given a continuing contract. If an employee is hired after October 1, the employee shall be given a contract through June 30. If the employee is renewed, the next contract shall be for one (1) year. If renewed again, the next contract shall be for a period of two (2) years. If reemployed after the successful completion of the two (2) year contract, the employee shall be given a continuing contract.

- 9.0202 New employees shall serve a probationary period of twelve (12) months during which they may be terminated without cause. The probationary period may carry over from one contract to another. The District's Director of Business and Academic Services shall review all probationary terminations.
- 9.0203 Employees covered by this Contract shall be periodically evaluated by their supervisors using an evaluation form approved by the Board. New employees shall be evaluated once during their first six (6) months of employment and a second time prior to termination of the probationary period.
- 9.0204 The evaluation shall be based on the employee's work performance and other related areas.
- 9.0205 A copy of the evaluation forms shall be provided the Association President upon request.
- 9.0206 The provisions of this section are intended to specifically supersede the requirements of Ohio Revised Code Sections 3319.081 and 3319.083.

**9.03 TERMINATION OF A CONTINUING OR LIMITED CONTRACT**

No member of the bargaining unit shall be terminated from employment during the term of his/her limited or continuing contract except for the reasons set forth in 3319.081 of the Ohio Revised code and Paragraph No. 5.0604 herein and in accordance with the procedure for termination provided in Section No. 5.06 herein. This section is intended to specifically supersede the requirements of Ohio Revised Code Section 3319.081.

## **ARTICLE X: CONCLUSION**

### **10.01 SCOPE OF AGREEMENT**

10.0101 The Board and the Association acknowledge that during negotiations which preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of said rights and opportunities are set forth in this Contract.

10.0102 This negotiated Contract constitutes the sole and entire agreement between the parties on all issues which were or could have been presented and considered during the negotiation of this Contract. It replaces and supersedes any and all negotiated contracts by and between the parties. However, this provision shall not operate to bar future negotiations over any subject(s) or matter(s) which the parties may mutually agree to negotiate.

### **10.02 LEGAL COMPLIANCE**

10.0201 The Board and the Association shall do everything required to comply with all the laws and regulations of the State of Ohio.

10.0202 If during the term of this Contract any provision of same shall be found to be contrary to law, then that provision shall be deemed invalid and all other provisions hereof shall continue in full force and effect for the term of this Contract.

10.0203 In the event any provision of this Contract is contrary to law as a result of changes in the statutory law of Ohio, the parties agree to meet and negotiate within thirty (30) days for the purpose of agreeing to a mutually satisfactory replacement for the provision.

### **10.03 DURATION OF CONTRACT**

This negotiated Contract shall be in effect from the 1st day of July, 2013, and shall remain in full force and effect through the 30th day of June, 2015.

This negotiated Contract executed by and between the parties on the 22nd day of January, 2014, in Hamilton County, Ohio.

**FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:**

By James L. Dickerson \_\_\_\_\_  
Jim Dickerson, President

By David Oliverio \_\_\_\_\_  
David Oliverio, Treasurer

**FINNEYTOWN ASSOCIATION OF SUPPORT PERSONNEL:**

By JR Polte \_\_\_\_\_  
President

By Michael R. Farman \_\_\_\_\_  
Negotiations Chairperson

**APPENDIX A-1**

FINNEYTOWN LOCAL SCHOOL DISTRICT

**GRIEVANCE REPORT FORM**

Submit in Triplicate

Distribution:

1. Immediate Supervisor
2. Association
3. Grievant(s)

Work Site/Assignment \_\_\_\_\_

Immediate Supervisor to Whom Grievance Submitted \_\_\_\_\_

**LEVEL ONE**

Date of Event or Condition Precipitating Grievance \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature(s) of Grievant(s)

Date  
*Page 1 of 2 pages*



**APPENDIX A-2**

FINNEYTOWN LOCAL SCHOOL DISTRICT

**GRIEVANCE REPORT FORM**

Submit in Quadruplicate

Distribution:

1. Superintendent
2. Immediate Supervisor
3. Association
4. Grievant(s)

Work Site/Assignment \_\_\_\_\_

**LEVEL TWO**

Please attach copy of Level One grievance to this form.

Date Received by Superintendent \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

Position of Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: If more space is needed in reporting section above, attach additional sheet(s).





**APPENDIX C**

FINNEYTOWN LOCAL SCHOOL DISTRICT  
**NOTIFICATION OF USE OF ASSAULT LEAVE**

Staff Member's Name \_\_\_\_\_

Date Submitted \_\_\_\_\_

Work Site/Assignment \_\_\_\_\_

1. I hereby notify you of my use of \_\_\_\_\_ day(s) of assault leave beginning \_\_\_\_\_, and ending \_\_\_\_\_, and ending  
(month, day, year)  
\_\_\_\_\_  
(month, day, year)

2. Please state the name and address of your physician and the date(s) consulted and provide medical verification for your request for assault leave with this form.

Physician's Name \_\_\_\_\_

Address \_\_\_\_\_

Date(s) Consulted \_\_\_\_\_

\_\_\_\_\_  
Signature of Staff Member

Approved: \_\_\_\_\_yes

By \_\_\_\_\_ Date

APPENDIX D

FINNEYTOWN LOCAL SCHOOL DISTRICT  
REQUEST FOR USE OF PERSONAL LEAVE

Submit to Immediate Supervisor  
ADVANCE NOTICE REQUIRED EXCEPT IN EMERGENCY SITUATIONS

Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

Work Site/Assignment \_\_\_\_\_

Substitute Required? \_\_\_\_ Yes \_\_\_\_ No

The undersigned hereby requests use of personal leave on:

Full Day(s) Date(s) \_\_\_\_\_ (inclusive)

Part Day(s) Date(s) \_\_\_\_\_ Time(s): From \_\_\_\_\_ to \_\_\_\_\_

CHECK: This is the \_\_\_\_ 1st, \_\_\_\_ 2nd, \_\_\_\_ 3rd day of personal leave I have requested during this current school year. (If the number contains a fraction, enter the figure here: \_\_\_\_\_).

**If this request is for the use of a day before and/or after a school holiday and/or recess, or for the first day of the student school year, on a district in-service day, or for a day after May 1, you MUST provide a reason below.**

REASON(S) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If a reason(s) for this request is stated above your request will be granted or denied solely upon that reason(s).**

\_\_\_\_\_  
Signature of Employee

Approved: \_\_\_\_ Yes \_\_\_\_ No

By \_\_\_\_\_  
Supervisor

Approved: \_\_\_\_ Yes \_\_\_\_ No

By \_\_\_\_\_  
Director of Business

**APPENDIX E-1**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**AUXILIARY SERVICES CLERK /  
AUXILIARY SERVICES LIBRARY CLERK**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	13.97	14.17
1	14.18	14.34
2	14.32	14.51
3	14.51	14.71
4	14.69	14.87
5	14.87	15.08
6	15.07	15.25
7	15.25	15.48
8	15.44	15.63
9	15.63	15.83
10	15.82	16.03
11	16.02	16.20
12	16.28	16.49
14	16.52	16.75
17	16.83	17.04
19	17.13	17.36

**APPENDIX E-2**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**BUILDING TECHNOLOGY COORDINATOR**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	20.52	20.81
1	20.81	21.11
2	21.04	21.33
3	21.30	21.57
4	21.49	21.81
5	21.79	22.07
6	22.00	22.32
7	22.36	22.63
8	22.62	22.91
9	22.88	23.20
10	23.16	23.46
11	23.41	23.77
12	23.77	24.08
14	24.26	24.60
17	24.84	25.16
19	25.06	25.40

**APPENDIX E-3**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**BUS DRIVERS**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	16.55	16.78
1	16.76	16.99
2	16.94	17.16
3	17.14	17.37
4	17.33	17.56
5	17.53	17.76
6	17.72	17.94
7	17.87	18.12
8	18.09	18.33
9	18.28	18.53
10	18.44	18.70
11	18.68	18.91
12	18.94	19.14
14	19.17	19.44
17	19.47	19.74
19	19.85	20.11

**APPENDIX E-4**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**BUS MECHANIC**

	<b>HOURLY RATE</b>
<b>STEP</b>	<b>13-14</b>
0	19.05
1	19.71
2	20.20
3	20.63
4	21.15
5	21.56
6	22.07
7	22.49
8	22.93
9	23.19
10	23.67
11	24.48
12	24.93
14	25.38
17	25.82
19	26.28

**APPENDIX E-5**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**CENTRAL DUPLICATION OPERATOR**

	<b>HOURLY RATE</b>
<b>STEP</b>	<b>13-14</b>
0	13.97
1	14.18
2	14.32
3	14.51
4	14.71
5	14.87
6	15.07
7	15.25
8	15.44
9	15.63
10	15.82
11	16.02
12	16.28
14	16.69
17	16.83
19	17.13

**APPENDIX E-6**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**CUSTODIAL PERSONNEL / GROUNDSKEEPER / FLOATER**

<b>STEP</b>	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
	<b>13-14</b>	<b>13-14</b>
0	13.61	13.98
1	13.73	14.17
2	13.81	14.27
3	13.96	14.39
4	14.06	14.57
5	14.19	14.67
6	14.31	14.78
7	14.39	14.91
8	14.51	15.07
9	14.67	15.22
10	14.77	15.32
11	14.85	15.48
12	15.15	15.72
14	15.46	16.02
17	15.70	16.28
19	16.00	16.56

**APPENDIX E-7**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**EXTENDED CARE ATTENDANT**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	12.02	12.16
1	12.16	12.30
2	12.34	12.50
3	12.50	12.64
4	12.63	12.84
5	12.84	12.98
6	13.00	13.15
7	13.14	13.33
8	13.31	13.47
9	13.47	13.66
10	13.63	13.80
11	13.83	14.00
12	14.08	14.27
14	14.34	14.57
17	14.64	14.81
19	14.87	15.08

**APPENDIX E-8**

FINNEYTOWN LOCAL SCHOOL DISTRICT  
**PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**FOOD SERVICE PERSONNEL**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	13.27	13.34
1	13.40	13.50
2	13.58	13.66
3	13.70	13.81
4	13.87	13.96
5	14.03	14.11
6	14.16	14.26
7	14.30	14.40
8	14.50	14.51
9	14.63	14.71
10	14.76	14.83
11	14.96	15.03
12	15.21	15.34
14	15.48	15.56
17	15.76	15.86
19	16.04	16.13

**APPENDIX E-9**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**LIBRARY AIDE /  
AUXILIARY SERVICES LIBRARY AIDE**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	13.51	13.71
1	13.71	13.87
2	13.83	14.00
3	13.97	14.17
4	14.17	14.32
5	14.28	14.45
6	14.44	14.65
7	14.61	14.79
8	14.72	14.89
9	14.88	15.09
10	15.05	15.24
11	15.22	15.44
12	15.48	15.66
14	15.73	15.96
17	16.02	16.20
19	16.32	16.52

**APPENDIX E-10**

FINNEYTOWN LOCAL SCHOOL DISTRICT  
**PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**MAINTENANCE & FACILITY TECHNICIAN**

**SALARIED RATE**

<b>13-14</b>
<b>\$54,322</b>

**APPENDIX E-11**

FINNEYTOWN LOCAL SCHOOL DISTRICT  
**PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**MAINTENANCE PERSONNEL**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	16.63	16.87
1	16.99	17.22
2	17.32	17.54
3	17.64	17.86
4	17.94	18.21
5	18.30	18.53
6	18.58	18.84
7	18.94	19.17
8	19.24	19.49
9	19.58	19.85
10	19.91	20.16
11	20.22	20.52
12	20.52	20.78
14	20.75	21.05
17	21.05	21.30
19	21.43	21.72

**APPENDIX E-12**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**REGULAR EDUCATION ASSISTANT/  
SPECIAL EDUCATION ASSISTANT / BUS AIDE / HEALTH  
EDUCATIONAL AIDE**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	13.51	13.71
1	13.71	13.87
2	13.83	14.00
3	13.97	14.17
4	14.17	14.32
5	14.28	14.45
6	14.44	14.65
7	14.61	14.78
8	14.72	14.89
9	14.88	15.09
10	15.05	15.24
11	15.22	15.44
12	15.48	15.66
14	15.73	15.96
17	16.02	16.20
19	16.32	16.52

**APPENDIX E-13**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**SECRETARIAL PERSONNEL**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	13.97	14.17
1	14.18	14.34
2	14.32	14.51
3	14.51	14.71
4	14.69	14.87
5	14.87	15.08
6	15.07	15.25
7	15.25	15.48
8	15.44	15.63
9	15.63	15.83
10	15.82	16.03
11	16.02	16.20
12	16.28	16.49
14	16.52	16.75
17	16.83	17.04
19	17.13	17.36

**APPENDIX E-14**

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
PAY RATE SCHEDULE FOR SUPPORT STAFF EMPLOYEES**

**INVENTORY CLERK**

	<b>31 OR MORE HOURS</b>	<b>30 OR LESS HOURS</b>
<b>STEP</b>	<b>13-14</b>	<b>13-14</b>
0	14.28	14.45
1	14.45	14.67
2	14.61	14.78
3	14.72	14.89
4	14.88	15.09
5	15.05	15.24
6	15.22	15.44
7	15.34	15.56
8	15.53	15.72
9	15.66	15.88
10	15.82	16.03
11	15.99	16.18
12	16.20	16.45
14	16.49	16.69
17	16.76	16.99
19	17.07	17.30

**APPENDIX F**

FINNEYTOWN LOCAL SCHOOL DISTRICT  
**REQUEST FOR VOLUNTARY TRANSFER**

NAME \_\_\_\_\_

PRESENT ASSIGNMENT \_\_\_\_\_

ASSIGNMENT REQUESTED:

CLASSIFICATION/SHIFT/ POSITION \_\_\_\_\_

SITE \_\_\_\_\_

CLASSIFICATION STATUS:

CHECK:  I HAVE THE REQUIRED SKILLS AND EDUCATION/TRAINING.

I WILL HAVE THE REQUIRED SKILLS AND  
EDUCATION/TRAINING IN TIME TO BEGIN THE ASSIGNMENT  
NEXT YEAR.

OPTIONAL: Any statement the applicant wishes to make in support of the transfer request.

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SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX G**

FINNEYTOWN LOCAL SCHOOL DISTRICT

**EMPLOYEE INTRADISTRICT MILEAGE VOUCHER**

Employee \_\_\_\_\_

Purpose for  
 Intradistrict Travel \_\_\_\_\_

Date \_\_\_\_\_

Please use the school building codes as follows:

B-Brent, W-Whitaker, SC - Secondary Campus, Central Office

School Departing	School Destination	Miles of Distance Per Trip(1)	Number of Trips Per Month	Total Miles Per Month (2)	Allocation

- (1) See mileage chart on the back of this page.
- (2) Multiply miles traveled by IRS allowance per mile. (See Mileage Compensation Provision, page 18.)

Please turn in mileage vouchers only after a minimum of \$10.00 is due. Mileage requests must be received by the 10th of the month in order to be paid by the end of the same month.

**APPENDIX H**

Finneytown Local School District

**AFFIDAVIT OF DOMESTIC PARTNERSHIP**

We, \_\_\_\_\_ (Name of Employee) and  
\_\_\_\_\_ (Name of Domestic Partner) submit this Affidavit of  
Domestic Partnership to establish \_\_\_\_\_ (Name of Domestic  
Partner) as the employee's Domestic Partner (as defined below).

We declare and acknowledge that our relationship meets one of the two following definitions of domestic partnership: **(PLEASE INDICATE WHICH DEFINITION IS APPLICABLE)**.

\_\_\_\_\_ 1. We are currently registered as domestic partners with a state, county or city which authorizes such registration; or

\_\_\_\_\_ 2. We certify that all of the following statements are true:

- We reside together and intend to do so permanently in a relationship with an exclusive mutual commitment similar to that of marriage.
- We are not married to or legally separated from anyone else.
- We are not related by blood that would prohibit legal marriage.
- We are both at least the age of consent in our state of residence and mentally competent to consent to this contract.
- We are jointly responsible for each other's common welfare and share financial obligations.

In addition to the criteria set forth in definition #2, we certify at least two of three in Section A and at least one of the two requirements set forth in Section B of the following are true and accurate: *(Please check below the documents that will be provided to the Treasurer's office to verify domestic partnership)*.

Section A

- \_\_\_\_\_ 1. designation of the partner as beneficiary of retirement benefits,
- \_\_\_\_\_ 2. designation of partner as primary beneficiary of a will,
- \_\_\_\_\_ 3. assignment of durable property or health care power of attorney,

Section B

- \_\_\_\_\_ 1. joint ownership of a car, bank account, or credit account.
- \_\_\_\_\_ 2. a joint mortgage or lease,

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
(Name of Employee)

\_\_\_\_\_  
(Signature of Employee)

STATE OF OHIO COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*(Name of Domestic Partner)*

\_\_\_\_\_  
*(Signature of Domestic Partner)*

STATE OF OHIO COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**MILEAGE DISTANCES FROM SCHOOL TO SCHOOL**

	<b>Brent</b>	<b>SC</b>	<b>Whitaker</b>	<b>Central Office</b>
<b>SC</b>	.8	0.0	1.6	0.0
<b>Whitaker</b>	1.5	1.6	0.0	1.6
<b>Central Office</b>	.8	0.0	1.6	0.0
<b>Brent</b>	0.0	.8	1.5	.8