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MASTER CONTRACT AGREEMENT

between the

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES**

LOCAL #641

and the

**FELICITY-FRANKLIN LOCAL
SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2021 to June 30, 2023

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ARTICLE I - PREAMBLE

- 1.01 Objective and Purpose. The objective of the Felicity-Franklin Local School District Board of Education (hereinafter referred to as the "Board") is to provide the best educational opportunities for the children of the Felicity-Franklin Local School District. It is the objective of the Board, the Superintendent and the classified staff to support and provide the highest quality educational programs for the children of the Felicity-Franklin Local School District.
- 1.02 Common Objective. The Board, the Superintendent and the classified staff can best obtain their common objectives by utilizing the abilities, experiences and the judgment of each other to resolve matters of concern affecting the quality of the educational support program
- 1.03 Purpose of Contract. The purpose of this document is to establish a relationship between the Board and the Union to set forth an orderly procedure for the consideration and mutual resolution of matters of concern of either party.

ARTICLE II - RECOGNITION

- 2.01 Recognition of Union. The Board recognizes Local 641 of the Ohio Association of Public School Employees (OAPSE) as the sole and exclusive bargaining representative of all full-time and regular part-time non-certificated/classified staff employees of the Board as defined in Ohio Revised Code §3319.08.; employed as; Bus Driver, Bus Mechanic, Bus Monitor, Classroom Aide, and Custodian.
- 2.0101 Excluded from Unit. The following positions are excluded from the unit: substitute employees, confidential employees, as defined by O.R.C. 4117, Central Office Administrative Assistants, Treasurer office employees, maintenance/custodial supervisor, food service supervisor, transportation supervisor, and any and all other administrators and supervisors hired pursuant to Ohio Revised Code §3319.02 or as defined by Ohio Revised Code Chapter 4117.
- 2.02 The Union agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities and management rights as provided by Ohio Revised Code §4117.08(C).

2.03 Definitions

- 2.0301 Board. The term "Board" as used in this agreement shall refer to the Board of Education of the Felicity-Franklin Local School District and persons authorized to act on its behalf.
- 2.0302 Employee. The term "Employee" as used in this agreement shall refer to those persons included in the bargaining unit described above.
- 2.0303 Union. The term "Union" as used in this agreement shall refer to Local 641 of the Ohio Association of Public School Employees (OAPSE).
- 2.0304 Regular Full-Time Employees. A regular full-time employee shall be defined as an individual who is assigned routine duties in accordance with an adopted calendar and who works a minimum of thirty (30) hours per week.

- 2.04 Board Deduction of Union Dues. The Board will deduct Union dues, initiation fees, and assessments from the wages of members of the bargaining unit who voluntarily authorize, in writing, such deductions, and shall remit such sums, together with a list of the names of the employees and the amount deducted to OAPSE State Office. Authorization shall be presented to the Board and the Board shall make such deductions from the payroll check. All dues shall be deducted in 24 equal installments as directed by the Union in the amounts given. The dues shall be remitted to the Union within fourteen (14) work days after the deductions are made from employee's checks. Dues deduction authorization shall remain in effect until revoked in writing in accordance with the terms of the signed membership application between the Union and the employee.

The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by the Union.

The employer shall provide W-2 information to the OAPSE State Office no later than May 15 annually. The employer shall provide to the President, the names, address, phone number of all newly hired persons, within 10 work days of hire.

- 2.05 P.E.O.P.L.E. Deductions. The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and

may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision monthly to the OAPSE State Treasurer together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III - NEGOTIATION PROCEDURES

- 3.01 Request for Negotiations. A written request to initiate negotiations shall be sent by either party to the other no sooner than one hundred twenty (120) days prior to the expiration of this agreement. OAPSE's notice to the Board shall be addressed to the District Superintendent and the State Employment Relations Board. Upon receipt of the request to initiate negotiations, the representatives of the parties shall meet and establish an initial bargaining date. Negotiations shall commence within twenty-one (21) days of the notice of notification, or at a mutually acceptable date.
- 3.02 Negotiation Meetings. If the parties mutually agree to negotiate during normal work hours then members of the Union bargaining team will be released from work duties with pay providing a substitute is available.
- 3.03 Bargaining Sessions. All bargaining sessions shall be in executive session. No recording devices shall be permitted in these meetings. The subject and content of these meetings shall be kept confidential. Either party reserves the right to, delete or modify any proposals it deems necessary during the course of these negotiations.
- 3.04 News Releases. Upon the request of either party, a mutually agreed-to news release may be made prior to impasse. There shall be no restriction once impasse has been declared.
- 3.05 Negotiating Team. The Board and the Union shall select their bargaining teams and notify the other of their designated representatives. The maximum number of bargaining team members for each party shall be limited to four (4) excluding consultant representations.
- 3.06 Bargaining Procedure.
 - a. Information. The designated representatives of the Board agree to make available, upon request, and in reasonable time, all the available information pertinent to the

matter or matters then under negotiation to include, but not limited to, financial information.

- b. Bargaining Procedure Caucus. Each team shall have the right to caucus.
- c. Tentative Agreement. As negotiated items receive tentative agreement, the items shall be reduced to writing and initialed by each chairperson. Such initialing shall not be construed as binding or as a final agreement.
- d. Agreement. When an agreement is reached in negotiations, outcome shall be reduced to writing, and when approved by the Union and the Board it shall be signed by representatives of both parties.
- e. Voting. Ratification vote by the Union shall be conducted in accordance with the guidelines of the State Employment Relations Board. If the agreement is approved by the Union and the Board, it shall be implemented in the same manner as any other official action of the Board. No provision of the agreement shall discriminate against any staff member because of membership in the Union.
- f. Impasse. If the parties fail to reach an agreement within sixty (60) days of the first bargaining session then either party may declare that an impasse exists. If one of the parties declares an impasse in accordance with this provision, the representatives of the bargaining team shall jointly notify the Federal Mediation and Conciliation Service of this fact and request the appointment of a mediator. Mediation shall take place for at least thirty (30) days after the first meeting with the mediator and if no agreement is reached at the end of the thirty (30) day period, the impasse procedure shall be deemed to have been completed by both parties.

In the event the Union and the Board have completed the impasse procedures contained herein and the Union has rejected the Board's final offer as provided above and the issues being negotiated in accordance with the provisions of this contract have expired and the Union has given the statutory notice to strike, then, in that event only, the Union may strike on those issues at impasse and the Board may implement its final offer. The impasse procedures shall supersede and replace, in their entirety, those impasse procedures contained at Section 4117.14 of the Ohio Revised Code.

- g. Right to Strike. All employees in the bargaining unit shall have the right to strike in accordance with the provisions of Ohio law set forth in Chapter 4117.

- h. Mid-Term Bargaining Procedure. The Board and the Union agree that the Board shall not be entitled to exercise any management rights which are in conflict with or alter and/or modify an existing provision of this agreement. The Board shall have the right to implement any management rights not specifically addresses in the Collective Bargaining Agreement provided the Board engages in good faith negotiations over the decision which concerns wages, hours, and other terms and conditions of employment. Negotiations shall commence and be completed within thirty (30) days, or within a time frame mutually agreed to by the parties, after the Board's request to the Union to bargain in good faith. The negotiation teams shall consist of five (5) individuals and the representatives of such teams. In the event an agreement cannot be reached between the parties regarding the issue(s), the Board may implement its decision. However, the Union may, at its discretion, proceed to file a grievance in accordance with Article 12 to appeal the Board's exercise of its decision. In the event the court shall find that the Board's implementation failed to follow the process set forth in this provision, is inconsistent with the Collective Bargaining Agreement, or is arbitrarily capricious, unreasonable, discriminating, or retaliatory, the court may find for the Union and return the parties to the *status quo* that existed prior to the Board's implementation, with all other appropriate remedies.

ARTICLE IV - PERSONNEL FILES

- 4.01 There shall be one official personnel file regarding each member of the bargaining unit which shall be maintained in the central office. It is understood that copies of portions of this file may be maintained at various school buildings, but any material not included in the official personnel file of a member of the bargaining unit may not be considered or utilized as evidence to support the discharge or discipline of a member of the bargaining unit.
- 4.02 It is understood that the administrators may maintain their own anecdotal files containing material about members of the bargaining unit which are not in the official file and that any anecdotal material maintained by an administrator may not be included in the official file of a member of the bargaining unit.
- a. No material which is derogatory to the employee's contract, service, character or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she

has reviewed the material to be filed. Employee's signature does not necessarily indicate agreement with its content.

- b. The employee shall have the right to prepare a written rebuttal of any material in their file. If the conference summary is of a disciplinary nature, the administrator shall advise the employee of this fact.

- 4.03 The employee shall be given access to his/her file within one (1) business day under the supervision of the personnel administrator upon request and scheduling of an appointment by the employee. The employee shall be provided with a copy of the materials contained in the file, if requested, at the time of viewing.
- 4.04 Untimely, irrelevant and incorrect information contained in the personnel file may be challenged by the employee in accordance with the procedures set forth in Chapter 1347 of the Ohio Revised Code. An employee is permitted to file a separate grievance under procedures of this contract to challenge material in the employee's personnel file.

ARTICLE V - VACANCIES AND POSTING

- 5.01 Vacancy. Vacancy shall be defined to be an opening in a bargaining unit position including newly created position, created by the resignation or retirement, non-renewal or termination of an employee.
- 5.02 Posting of Vacancies. Vacancies occurring in bargaining unit positions shall be posted on a designated bulletin board in each District building for five (5) days. The posting shall contain the position, location, shift, and hours of work (i.e. 6:00 am. to 3:00 pm.) A copy of such posting shall be provided to the Union President and/or designee. Vacancies occurring during the summer months shall be provided in employees' email accounts and posted on District website. Transfer or lateral transfer is defined as movement within the same classification by the most senior qualified individual bidding on the position. When bidding to another classification the most qualified employee shall be awarded the position. All applicants will be afforded an interview for the open position. If there is not an internal applicant, then the Board may hire from outside the Bargaining Unit. Vacancies shall be filled with a bargaining unit member or new employee within sixty (60) calendar days of the position becoming vacant.
- 5.03 Anti-Nepotism. Bidders shall not be awarded a vacant position if he/she would be supervised by a family member such as, but not limited to, the employee's spouse, children, grandchildren, parents, grandparents, brothers, sisters, and anyone related by blood or marriage and residing in the same household.

ARTICLE VI - REDUCTION IN FORCE

6.01 When the Board determines it is necessary to reduce the number of employees in the bargaining unit for the following reasons: abolishment of positions, lack of funds, lack of work, the following procedures shall prevail:

- a. The number of people affected by a reduction in force will be kept to a minimum by not replacing employees who resign or retire insofar as practical.
- b. When it becomes necessary to suspend an employee's contract as a result of reduction in force, the affected employee shall be laid off according to the seniority within the bargaining unit classification with the least senior employee laid off first. Each employee to be laid off shall be given written notice of the fact at least twenty (20) days prior the effective date of the layoff. In the event it becomes necessary to lay off or abolish a position or lose a building permanently, employees shall have bumping rights and may bump through their specific classification if their seniority exceeds that of other employees in that classification. Employees who are laid-off, or their job gets abolished from the job classification, shall have the right to exercise their classification seniority to displace the least senior employee in any job classification in which they previously held, provided the employee desiring to exercise such previously held classification seniority has:
 1. More classification seniority than the employee in such other job classification;
 2. The present ability to perform the essential functions of the classification without additional training or retraining;
 3. Any certification or license required to perform such work; and
 4. Performed work in and held job classification seniority in the job classification.
- c. For the purpose of this agreement, seniority shall be defined as the uninterrupted length of continuous service to the Board of Education in a bargaining unit position computed from the latest date of hire. The date of hire is determined per official minutes of the Board of Education. In the event identical seniority prevails, the most senior employee will be determined by the date of the application from which the employee was hired, then examining the time of

service the employee has as a substitute employee, first within the classification and then within the District as a whole. If a tie remains after the provisions above have been exhausted then by coin toss. Contract leave shall not be considered a break in service.

- d. The Board of Education shall determine the number of employees to be laid off.

The persons laid off shall be placed on a recall list and shall be reinstated in reverse order of lay off. Reinstatement shall be made from the list before any new employees are hired in that classification. Employees' names shall remain on the recall list for a period of two (2) years from the effective date of lay off. As vacancies occur and reinstatements implemented, the most senior employee on the recall list will be notified that a vacancy within their classification has occurred. Within seven (7) calendar days after this notice is mailed to the employee, the employee shall respond to the Board of Education in writing advising as to whether or not the employee accepts the offered position. Employees who indicate they do not accept the offered position shall be removed from the list. If the employee fails to respond to the mailed notice within seven (7) calendar days from the posting of the notice, his/her name shall be removed from the recall list and his/her employment shall be terminated.

- e. This lay off and recall provision supersedes and replaces, in its entirety, all laws of the State of Ohio including, but not limited to, 3319.081 of the Ohio Revised Code.

ARTICLE VII - DISCIPLINE

7.01 Permanent employees may be disciplined, suspended, or discharged only for just cause. "Just cause" is defined as incompetency, inefficiency, dishonesty, drunkenness, use of an intoxicant or illegal drug on the job, immoral conduct, insubordination, discourteous treatment of public or others, neglect of duty, violation of rule(s) and/or regulation(s), failure of good behavior, or any other act of misfeasance, malfeasance or non-feasance.

7.02 In matters of "just cause" discipline, the following procedure shall be observed for employees:

- Step 1. Oral Warning (documented written informal)
- Step 2. Written Reprimand (formal)

- Step 3. Suspension (without pay) up to ten (10) days
- Step 4 Termination

- 7.03 Depending on the severity of the offense, the most immediate supervisor at Steps 1 and 2, or the Superintendent (or authorized designee) at Steps 3 and 4, may initiate disciplinary action. In cases of severe misconduct, the District reserves the right to accelerate discipline (i.e. skip steps) up to, and including termination, where warranted. Actions which constitute a danger to students or other personnel shall be automatic grounds to consider termination.
- 7.04 A Union representative of the employee's choice may accompany the bargaining unit member at all levels of discipline. The employee must be notified not less than forty-eight (48) hours of a pending disciplinary hearing. Only written reprimands, suspensions without pay, or termination shall be subject to the grievance procedure. The employee may submit a letter of rebuttal to their discipline.
- 7.05 Before the Board acts on a termination recommendation of a classified employee, written notice shall be given to the employee ten (10) days prior to the action. The employee may meet with the Superintendent or his/her designee informally prior to the action to show cause why the action should not be taken.
- 7.06 Records of disciplinary action may not be removed from an employee's file. Disciplinary records documenting a three (3) day or less unpaid suspension that have been placed in an employee's personnel file shall not be used in conjunction with the progressive disciplinary process described in Article VII of the current collective bargaining agreement after a period of thirty-six (36) months from the date of the last occurrence of improper conduct as long as no intervening disciplinary action is pending or has been taken within that thirty-six (36) month period.
- 7.07 An employee shall receive a copy of any "written reprimand" before it is placed in the personnel file or it will be invalid. Failure of the employee to sign the "written reprimand" will not prevent it from being placed in their file. The administrator or supervisor will note, with a witness, that the employee was presented a copy of the "written reprimand" and refused to sign it.

ARTICLE VIII - LEAVE OF ABSENCE

8.01 Sick Leave.

8.0101 Accumulation

Each employee who is employed shall be granted sick leave at the rate of one and one-fourth (1¼) days per calendar month of completed service for a maximum of fifteen (15) days per year accumulative to two hundred fifty (250) days.

8.0102 Use

Employees may use sick leave for any of the following reasons:

- A. Personal illness, injury;
- B. Illness due to pregnancy;
- C. Exposure to contagious disease which could be communicated to others;
- D. Illness, injury or death in the immediate family. "Immediate family" shall mean: spouse, father, mother, sister, brother, child, grandchildren, parents-in-law or person "in loco parentis" to the employee;
- E. Accumulated sick leave days, up to a maximum of five (5) days, may be used for illness, injury, or death in the "expanded family" which shall include: aunt, uncle, niece, nephew, grandparent, brother(s)- and sister(s)-in-law, or other person living in the same household, or
- F. The Superintendent, at his sole discretion, may approve sick leave for illness, injury or death of persons other than those specified in paragraphs D and E.

8.0103 Records

- A. Employees are required to fill out the electronic sick leave form to justify the use of sick leave. The form should be completed on-line, no later than 11:59 p.m. the day of the call off.
- B. A doctor's statement may be required after three (3) consecutive days off. In the event the Superintendent requires a doctor's statement and the employee

has not consulted a physician during his illness during sick leave, the Board shall compensate the employee's physician his customary charge for furnishing said statement.

- C. When required by the Superintendent, an employee shall present a certificate of fitness to the Superintendent upon returning to work.

8.0104 Except in cases of emergency, employees must notify their immediate Supervisor at least one (1) hour prior to their start of work that they will be using sick leave. A Supervisor will be available for all call offs or allow the use of voice mail to record the call.

8.02 Personal Leave

8.0201 Employees may use three (3) days unrestricted personal leave annually. An employee hired between January 1 and March 31 for remainder of the school is entitled to one (1) day of unrestricted personal leave. Employees hired after March 31 are not entitled to personal leave during the remainder of the school year with the exception of 12-month employees, who will be entitled to one (1) personal day to use through June 30th.

8.0202 Personal leave will not be granted for less than one-quarter (1/4) day.

8.0203 Except in cases of emergency, approval of personal leave days will be granted only if the employee gives written notification in advance and submits the proper request form at least three (3) working days before the date of requested leave. If leave is of an emergency nature, the advance request is waived, however, the request form will be completed within two (2) working days after the employees return to work and submitted through the regular channels in order for the employee to receive reimbursement for the time off duty. The form must specifically state why the leave is of an emergency nature and the employee must be able to provide a basis for such emergency.

8.0204 With the exception of emergencies, no more than two (2) employees per classification shall be on a scheduled absence, excluding long-term leave, on any given day. This number does not include the employees' use of sick leave.

- 8.0205 Request and approval of personal days shall be approved on a first come first served basis. Except in cases of emergency, approval of employees' request for personal leave usage cannot be withdrawn once granted. An employee may not request usage of personal leave more than one (1) week prior to the commencement of any school year.
- 8.0206 Personal leave shall not be taken on the following days, except as provided in 8.0207 below:
- A. Days in which a regularly scheduled District meeting or in-service has been called;
 - B. Day immediately following or preceding a holiday or vacation, or on the last day of the school year;
 - C. During the first five (5) instructional days of the school year;
 - D. During the last five (5) days of the school year;
- 8.0207 Exceptions to 8.0206 including:
- A. Emergency;
 - B. Graduation and/or similar ceremonies of an immediate family member;
 - C. Wedding of immediate family member;
 - D. Military graduation or deployment of family member;
 - E. Religious observance;
 - F. Other extenuating circumstances approved solely by the Superintendent.
- 8.0208 Unused personal leave may be rolled over to the employee's sick leave accumulation or paid out at the end of July at seventy-five percent (75%) of their regular daily rate. This is the employee's option. A notice of intent submitted no later than May 30th on District form.

- 8.03 Leave of Absence. Leave of absence upon written request will be granted by the Board without pay for the period of not more than two (2) years where illness or other disabilities is the reason for the request. When employees have exhausted all paid leave or FMLA leave and have not applied for unpaid leave, the Superintendent has the right to place the employee on unpaid leave for medical reasons.
- 8.04 Assault Leave. Pursuant to Section 3319.13 of the Ohio Revised Code, a member of the bargaining unit who is physically disabled as a result of a physical assault on him/her while the employee is performing duties required by his/her contract with the Board and occurring on school premises or during a school-sponsored function, and not caused by another employee of the district, shall be entitled to assault leave. This leave will not be available to an employee who provoked the assault which is the basis for said leave request. If the Superintendent refuses the leave, employee can take it directly to grievance at Level Four. When such physical assault results in absence due to medical reasons, such absence shall be at no loss of pay and the employee shall not be charged with sick leave up to a maximum of twenty (20) school days per member, per school year. Medical verification shall be furnished to the personnel administrator for all such assault leave requests of more than one (1) day. The Board shall have the right to require medical examination by a physician acceptable to both parties after the member has been absent for three (3) work days per occurrence. In such event, the Board shall pay the full cost of the examination.
- 8.05 Court Leave. Employees covered by this agreement shall be eligible for paid jury duty leave. The stipend received for jury duty must be submitted to the School District. Leave shall not be charged against any other leave. If an employee is subpoenaed to court, they shall receive their regular rate of pay for their normally scheduled hours on those days.
- 8.06 Family Medical Leave. Leaves of absence without pay shall be granted for the reasons set forth in the Family Medical Leave Act provided the employee meets the eligibility requirements for coverage under the Family Medical Leave Act.

A leave properly requested under the Family Medical Leave Act shall be granted in accordance with the terms of the Family Medical Leave Act.

An employee's Family Medical Leave Act benefits run concurrently with leave for which the employee qualifies under this contract, including any paid leave which may include, but not limited to, sick leave.

For the purposes of determining eligibility for Family Medical Leave, the anniversary date shall be the date of the request for leave.

- 8.07 Application of Leave Time. Leave time will be utilized in one-hour increments as indicated on the applicable Leave forms.

ARTICLE IX - TRANSPORTATION

- 9.01 Field Trip. Bus drivers shall be paid for field trips as calculated below:

- a. The driver shall be paid at a per hour rate equal to Step 1 of the Bus Driver's rate on the salary schedule.

- 9.02 Offering Field Trips. Drivers wishing to drive extracurricular field trips shall have their names placed on a list for that purpose at the beginning of the school year. Drivers wishing to add to or delete their names from the list shall do so in writing effective the week following the receipt in the transportation office. The list shall be set up on a rotating seniority basis with the next most senior driver wanting to take field trips being at the top of the list, etc. Upon acceptance and refusal of a trip, the driver at the top of the list shall rotate to the bottom of the list. A listing of field trips should be presented to the field trip drivers by Friday for the next week whenever possible, if sooner is available, such as the beginning of the school year. Bidding of trips shall commence on Friday. Drivers shall be paid fifteen (15) minutes for attendance. In the event no regular driver bids on the field trip, the supervisor will attempt to obtain a substitute for the trip. In the event a substitute cannot be secured to take the trip, the trip will be assigned to a regular driver in a reverse rotating order of seniority. In the event an employee can provide evidence that they have paid for a flight or made a deposit on lodging accommodations, the employee will be passed over in the reverse rotating seniority list during winter or spring break. That employee will then be the next selected driver should an assignment from the reverse rotating seniority list need to be made. Any driver refusing a trip shall be placed at the bottom of the rotating seniority list. All field trips will be guaranteed a minimum of two (2) hours. Emergency trips are defined as a trip request that comes in after the Friday bid and must be offered by the seniority rotation. The Transportation Supervisor, or designee (administrator), is responsible for assigning field trips according to the procedures outlined in this Article.

Field trips that occur overnight (overnight trips) shall be part of the regular field trip rotation. Lodging, food, and expenses shall be paid by the Board. There shall be a minimum of eight (8) hours paid per day of the "overnight trip" paid at the field trip rate of pay.

9.03 Regular Route Subs During Field Trip. Drivers will not be able to bid on full-day extracurricular/field trip assignments if the extracurricular/field trip assignment interferes with the driver's regular route unless the Board provides a substitute driver. If a driver accepts a trip that interferes with their regular route they will receive their regular hourly rate of pay through the conclusion of their regular route time and then receive the field trip rate for the remainder of the trip.

9.04 Bus Driver Vacancies. All bus driver routes shall be filled by seniority within the bus driver classification. Any route that becomes open or changed shall be filled within the bus driver classification first and the open available route selected shall be filled per Article V. However, any vacancy in bus driver routes shall not be required to be posted if such vacancy occurs after April 1, and the end of the school year (last student day). In such instances, it shall be the discretion of the Board to either post the route as a vacancy or fill the remainder of the year with a substitute employee.

9.05 Route Bidding

a. Route Times:

Your established route time starts at the time you are assigned to leave the bus compound until you arrive back at the end of your assigned route (compound). A route is a series of pickups and/or drop-offs of students to include but not limited to the a.m., midday, kindergarten, preschool, and the p.m. routes.

Drivers will be given thirty (30) minutes a day beyond their established route(s) time for pre-tripping their bus; fueling, and sweeping at their regular rate of pay. Bus Drivers will be paid for all hours worked to the nearest quarter (1/4) hour.

b. Route Bid:

All routes shall be bid annually on the first Monday of August each year. All routes shall be prepared by the Supervisor and posted and made available to all drivers for their review at least seven (7) days prior to the August bid. The posting shall list the time/hours, pick up, drop-offs, and approximate number of students, of the route.

Drivers shall bid on the routes with the most senior driver bidding first and the remaining drivers bidding in order of seniority, until all routes have been filled.

If, after the August route bid, a driver's route requires more time than the assigned time, but less than thirty (30) minutes per day, the pay and benefits will be adjusted to reflect the increase.

If after the August bid, a driver's route increases by thirty (30) minutes or more per day, as verified by the Supervisor, then that route shall be posted for bid by existing drivers by seniority.

If after the August bid, a driver's time decreases by less than thirty (30) minutes, per day, the driver shall continue to receive the assigned amount of compensation and benefit level.

If after the August bid, a driver's time decreases by thirty (30) minutes or more per day, shall have the option of continuing the amount of compensation and benefit level or require the driver to bump a less senior driver, and bumping shall occur until all routes are filled. A driver may choose to continue with the route with the reduction in pay and benefits.

The Supervisor must ride the route or utilize GPS with the driver to verify any changes in time.

Bus drivers will be paid twenty (20) hours at his/her regular rate of pay annually for preparation of paperwork required by federal, state or local regulations and for an annual thorough exterior/interior bus washing/cleaning. Payment will be split into two (2) equal installments in December and May each year. All routing information including, but not limited to, number of students, location of drop-offs and pick-ups, and times shall be the responsibility of the Transportation Supervisor. This amount shall be prorated if the driver does not work the entire year.

9.06 Bus Cleaning. Each driver shall be responsible for the interior cleanliness and exterior washing of the school vehicle assigned to.

9.07 Breakdown and Garage Time. Bus drivers shall be compensated at their hourly rate of pay for all breakdown time from the beginning of a breakdown.

Bus drivers required to transport their buses for minor or major repairs shall be compensated at their hourly rate of pay for all time expended beyond their regular hours.

ARTICLE X - WAGES, OVERTIME, HOURS OF WORK

- 10.01 Overtime. Employees covered by this agreement shall be paid one and one-half (1½) times a regular straight time rate for all hours in excess of forty (40) hours worked in any one week with Monday being the first day of the work week.
- 10.02 Holiday/Sunday. Employees scheduled to work or called into work on a holiday shall receive any contractual holiday pay provided for under this contract and shall additionally be paid at straight time for all hours worked. Any employee scheduled to work or called into work on Sunday shall be compensated two (2) times the regular rate of pay. Holidays shall count as hours worked for overtime purposes.
- 10.03 Call-Back Provision. Any employee called back, or are required to work outside the normal regular scheduled hours shall be guaranteed two (2) hours of pay and if such call-back or requirement qualifies said employee for overtime compensation, said employee shall receive overtime pay for at least two (2) hours. If the employee works more than the two (2) hours, they shall be compensated additionally.
- 10.04 Direct Deposit. Pay checks shall automatically be deposited at the financial institution of the member's choice. The treasurer will provide each bargaining unit member an e-mail receipt of the electronic deposit at the same time as the deposit is made.
- 10.05 Custodial Overtime Opportunities. Overtime assignments for school events and building used by outside organizations shall be offered by continuous seniority rotation throughout the District custodial classification. The Board may deviate from the continuous seniority rotation in the event the work/task needed to be completed requires a specific or unique skill set or experience. If no custodial employee accepts the overtime opportunity, then the supervisor can offer the work to a substitute or other hourly employees in the District. In the event a supervisor is unable to get a regular employee or substitute to accept an overtime assignment, the supervisor may assign overtime to a custodian on a reverse rotating seniority basis.
- 10.06 Classification Change. The placement on the salary schedule of new job classification will be at an hourly rate equal to or greater than current salary.
- 10.07 On Board Instruction. The Felicity-Franklin OBI trainer shall receive an additional one dollar (\$1.00) per hour above their regular rate of pay when performing OBI training for the District.

10.08 The Board shall pay for the following:

- 1) Bus driver physical to include mechanic, at their hourly rate.
- 2) Time spent in required meetings or mandatory drug tests will be paid at the Employee's regular hourly rate.
- 3) \$50.00 per week for mechanic for "on call" duty. The mechanic will not be on call for more than twenty-six (26) weeks per year and not more than two (2) consecutive weeks. The Mechanic will not be "on call" during their vacation.

10.09 Hours of Work

Bus Drivers – minimum of 4.5 hours a day/22.5 hours per week

Employees will be paid for all hours worked. Hours worked will be counted towards benefits afforded them under this agreement.

10.10 New Employee Orientation

The Union shall be permitted to speak with new employees for a period of no more than fifteen (15) minutes to discuss Union Membership and Benefits. This meeting shall take place on paid time, in private, and on the new employees' first day of work or at the next most reasonable opportunity.

ARTICLE XI - FRINGE BENEFITS

11.01 The Board shall provide the following fringe benefits to the full-time members of the bargaining unit eligible to receive such benefits and request such benefits.

11.02 Health Insurance

11.0201 For the duration of this contract, the Board shall provide the health insurance plan or plans available through the Clermont County Health Insurance Consortium. The Board shall pay eighty-five (85%) of a single or family premium plan. As such, employees who are regularly required to work not less than thirty (30) hours per week will qualify for this benefit. Bus drivers and van drivers who are regularly required to work not less than 22.5 hours per week will qualify for the Clermont County Health Consortium High Deductible Health Single Plan. The Board will provide bus drivers and van drivers, who qualify for the single High Deductible Health Plan, an annual HSA contribution of \$900.00.

11.03 Dental Insurance.

11.0301 For the duration of this contract, the Board shall provide the current dental plan as offered through the Clermont County Health Insurance Consortium. The Board shall pay eighty-five (85%) percent of a single or family premium plan offered by the Clermont County Health Insurance Consortium for all regular full-time employees; as such, full-time employees are defined under Section 2.0304 in Article II of this Agreement.

Vision (VSP 2)

The Board shall provide a vision benefit to those employees who work twenty (20) hours or more per week. The employee is responsible for one-hundred percent (100%) of the cost of this vision benefit.

11.04 Severance Pay. An employee covered by this agreement shall be entitled upon retirement to one-fourth (1/4) of his/her accumulated sick leave up to a maximum of sixty-two and one-half (62.5) days.

11.05 Free Admission to School Activities. Members and one (1) guest shall have free admission to all Felicity-Franklin School sponsored sporting events occurring in/on buildings and grounds owned by the Board of Education.

11.06 Life Insurance. For the duration of this contract, the Board shall provide fifty thousand dollars (\$50,000.00) of life insurance that contains death and dismemberment, as well as, double indemnity and pay one hundred percent (100%) of the premium for same.

ARTICLE XII – WORKING CONDITIONS

12.01 Duty Free Lunch. Each full-time member of the bargaining unit working a minimum of six (6) hours a day shall receive an unpaid duty-free uninterrupted lunch break of thirty (30) minutes.

12.02 Breaks. A bargaining unit member regularly scheduled to work eight (8) hours a day shall receive two (2) fifteen (15) minute uninterrupted paid breaks during the work day at times set by the supervisor in addition to a thirty (30) minute lunch as defined in 12.01.

12.03 Holidays. Bargaining unit members shall receive the following paid holidays:

Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July holiday for twelve (12) month employees.

12.0301 Holiday Observation. If holiday falls on a Sunday, they shall be observed on Monday. If a paid holiday falls on a Saturday, it shall be observed on a Friday.

Twelve (12) month employees will remain on a two hundred sixty-one (261) day contract but will not be required to report to work on the day after Thanksgiving

12.04 Vacation. All full-time employees regularly scheduled to work eleven (11) or twelve (12) months a year shall be entitled to paid vacations as follows:

After one (1) year of service:	10 days
After six (6) years of service:	15 days
After fifteen (15) years of service:	20 days

Service is defined as recognized service for the purpose of retirement and includes actual Ohio service, recognized military service, and five (5) years of out-of-state education or governmental service. In cases of disagreement, the statement of retirement credit will determine eligibility. Vacation leave shall be taken by the employee only after he/she has completed one (1) year of service with the Felicity-Franklin Local School and following accrual thereafter. The employee may accumulate and "carry over" his/her vacation leave to the following year, up to a maximum of twenty (20) days. For all twelve (12) month employees, at least five (5) days of their vacation must be taken during the academic school year. Vacation leave dates must be approved by the employee's immediate supervisor and the Superintendent or his/her designee. Dates specified as holidays under this collective bargaining agreement shall not be charged to an employee's vacation leave.

12.05 Employee Dress Code. All employees shall dress in a manner which is appropriate to carrying out the activities of a particular job assignment. Uniforms shall continue to be provided to the Mechanic Staff. Five polo style shirts shall be provided to the Custodial Staff annually.

12.06 School Closings. In the event that school is closed for more than five (5) days, the Board reserves the right to have employees report to work beginning on the 6th day of closing. Employees reporting to work shall receive their regular rate of pay. Employees who are required to work (essential personnel) when schools are closed, and other bargaining unit members are receiving compensation and not required to report to work, shall receive their regular rate of pay in addition to calamity pay (double time). In the event an employee is required to work more than the employee's annual contracted work days due to school make-up days, the employee will receive additional compensation for the make-up days.

Employees shall be paid for all time lost in the event that school in which they are employed is closed or delayed due to disease epidemic, hazardous weather conditions, law enforcement emergency, or other public calamity. Employees shall not be required to report to work with the exception of Essential Personnel.

The Board reserves the right to have essential personnel report to work. Essential personnel are defined as Custodial Staff. Essential personnel and the mechanic shall be compensated for time worked in addition to calamity or delay pay.

12.07 Aides shall be notified of their assignment and duties not later than two (2) weeks prior to the start of the school year.

ARTICLE XIII - ABSENTEEISM POLICY

13.01 If an employee is absent for more than six (6) "occurrences" in a work year, beginning with the sixth occurrence, the following discipline may be administered at the superintendent's discretion:

- a. 6th occurrence, employee receives verbal reprimand.
- b. 7th occurrence, employee receives written reprimand.
- c. 8th occurrence, employee receives one (1) day suspension without pay.
- d. 9th occurrence, employee receives three (3) days suspension without pay.

- e. After the 10th occurrence, the Board may consider additional suspensions up to and including termination.

13.02 Definition of "occurrence": An occurrence shall be defined as an absence from work for one-quarter (1/4), one-half (1/2) or all of the work day. Consecutive days absent from work as a result of illness or injury will count as a single occurrence. Absences from work for any of the following reasons shall not be considered an occurrence:

- a. Vacation
- b. Approved FMLA leave
- c. Personal leave for reasons other than illness
- d. Assault leave
- e. Court leave
- f. Union leave
- g. As determined by Superintendent or Designee.

13.03 The work year will be defined to be July 1 through June 30 for the purpose of this provision. Each July 1st all employees shall start a new zero occurrences balance and discipline shall start at the beginning of the progression table.

13.04 All disciplinary procedures related to this provision shall supersede the procedures and due process requirements prescribed by Ohio law. An employee may appeal discipline under this provision only through the Grievance process provided in this contract. Any employee disciplined under this provision shall be given the right to an informal hearing with the Superintendent, Union representatives, or his/her designee at least twenty-four (24) hours prior to receiving a reprimand, suspension or termination pursuant to the terms of this absenteeism procedures/discipline. At such meeting the employee may provide written notice and/or documentation as to their illnesses and the purpose, or the reason, for the use of prior sick leave.

- 13.05 The Board reserves the right to accelerate disciplinary measures when an employee fraudulently reports the use of sick leave.

ARTICLE XIV - GRIEVANCE PROCEDURES

- 14.01 Grievance Policy. The Board recognizes an interest in effective personnel management. A procedure is necessary whereby employees can be certain of a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals, of any kind, shall be taken against any employee initiating or participating in the grievance procedure.
- 14.02 Definition of Grievance. A grievance is a complaint involving a violation, misinterpretation or misapplication of this contract only.
- 14.03 Purpose. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, proper resolutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as permitted under Ohio law, at all levels of the procedure. However, the grievance can be filed directly at Step Three provided the grievance is out of the realm of responsibility of the immediate Supervisor/Principal. The filing at Step Three is subject to the timelines in Step Two.
- 14.04 Days Defined. Days shall be defined as work days, Monday through Friday. If the grievant fails to appeal the decision of the administrator from one step to the next or fails to file the grievance in the timelines herein provided, the failure to timely file the grievance or the appeal shall be deemed a waiver of the right of the grievant to continue the grievance. If the administration does not respond to the grievance within the time limits set forth at each step of the grievance procedure, the grievance shall automatically be advanced to the next step.
- 14.05 Grievance Procedure.
- 14.0501 Step One: Any employee, group of employees, or the Union shall first discuss such grievance with his/her immediate supervisor or the appropriate administrator.
- 14.0502 Step Two: If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or appropriate administrator. If such written grievance is not lodged/filed

within twenty (20) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. The written grievance shall be on a standard form supplied by the Union and shall contain a concise statement of the facts upon which the grievance is based and a reference to a specific provision of the contract allegedly violated, misinterpreted or misapplied. The employee shall have the right to request a hearing. If such a hearing is requested, the principal and employee or appropriate administrator shall mutually agree as to the time, place and date of the hearing. The parties may be represented by a Union representative at this hearing. The building principal or appropriate administrator shall take action on the written grievance within seven (7) days after receipt of said grievance, or, if a meeting is requested, within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and a copy sent to the employee, the Union and the Superintendent.

14.0503 Step Three: If the action taken by the building principal or appropriate administrator has not resolved the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within seven (7) days from the receipt of the written response of the principals or appropriate administrators shall be deemed a waiver of the right to appeal and the grievance shall be void. A hearing shall be conducted by the Superintendent within seven (7) days. Superintendent and employee shall mutually agree as to the time, place and date of the hearing. The parties shall have the right to be represented at such hearing by a Union representative. The Superintendent shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Union and the building principal.

14.0504 Step Four: In the event the grievance is not satisfactorily resolved at Step Four, the grievant may request grievance mediation through Federal Mediation and Conciliation Service (FMCS) within seven (7) days after receiving the Step Three decision. The mediator will be asked to establish a date within thirty (30) days of receiving the request for mediation.

14.0505 Step Five:

- A. If the grievant is not satisfied with the suggestion for resolving the grievance received at Step Three, if mediation is unsuccessful at Step Four, the Union, within seven (7) work days of receipt of such written response, shall notify the Board of its intent to proceed to arbitration and/or the Court of Common Pleas.
- B. A wholly disinterested arbitrator will be selected from a list submitted to the Board and the Union by the FMCS using the priority method. The parties may also mutually agree to use an Arbitrator from the list.
- C. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.
- D. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor interfere with the powers, duties and rules and regulations having the force and effect of law. Additionally, the arbitrator shall have no power to alter, add to, modify or subtract from the terms of this agreement.
- E. The arbitrator shall have the power to subpoena witnesses and documents.
- F. No later than ten (10) workdays prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the Board and the Union at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclosure prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.
- G. The ruling of the arbitrator shall be advisory and the Union may proceed to court.

- H. Arbitrator's expenses and fees shall be shared by the Board and the Union.
- I. If either party unilaterally withdraws the request for arbitration after being filed, the withdrawing party shall be responsible for all costs and fees associated with said withdrawal, unless the allocation of the costs and fees are mutually agreed to by the employer and the association as part of a written settlement agreement.

ARTICLE XV - PROBATIONARY PERIOD

- 15.01 New Employees. The paid probationary period for a new bargaining unit employee will be ninety (90) days. Such probationary period may be extended for an additional ninety (90) days by the Administration in accordance with a written employment evaluation. All new bargaining unit employees receive a letter, within two (2) weeks after commencing employment, outlining the probationary timelines conditions of continued employment. Probationary employees may be terminated without cause at any time during the probationary period and, if terminated, shall have no right to appeal through the grievance and arbitration provisions of the agreement to court. New probationary employees are employees at will.
- 15.02 Lateral Moves. Lateral moves (i.e. another building, work area or shift) will not be subject to another probationary period.
- 15.03 Promoted/Transferred Employees. The probationary period for promoted or transferred employees will be ninety (90) work days. If the Board decides to remove the promoted or transferred employee and return the employee to the employee's previous position, the Board will give written notice to the employee before the expiration of the probationary period. A bargaining unit member holding the position vacated by the promoted or transferred employees shall be returned to his/her prior status if the promoted/transferred employee returns to his/her prior position.
- 15.04 Contrary to Law. This probationary period shall supersede and replace in its entirety all applicable sections of the Ohio Revised Code to include, but not be limited to, Ohio Revised Code Section 3319.081. However, the fact that an employee may be subject to a probationary period shall not supersede the contract sequence set forth in section 15.05.

15.05 Contract Length. Employees new to the District will receive contracts in the following sequence:

- a. One (1) year contract
- b. One (1) year contract
- c. One (1) year contract
- d. One (1) year contract
- e. Continuing contract

The contract sequence set forth above shall supersede the contract sequence required by R.C. 3319.081.

ARTICLE XVI - LABOR MANAGEMENT MEETINGS

Labor Management Meetings Superintendent or the top Association local employee representative, at least quarterly, unless more often upon mutual agreement, at a mutually agreed upon time and place, the Superintendent and/or his designated representative will meet with local association representatives (not to exceed three (3) employer representatives) and duly accredited non-employee representatives (not to exceed two (2) non-employee representatives). Such meetings shall be held only upon personal receipt by the seven (7) calendar days in advance, of a request from the other party for such a meeting.

The purpose of such meeting shall be to:

- a. Discuss the administration of this Agreement.
- b. Discuss the grievances which have not been processed beyond the two initial steps of the grievance procedure, when such discussions are mutually agreed to by the parties; such discussion will be terminated upon either party's request.

ARTICLE XVII - UNION RIGHTS

17.01 The Employer shall recognize as Union representatives the Field Representative, President or in his/her absence, the Vice President, a grievance committee chairperson, and one (1) steward for each building. The Stewards shall be members of the bargaining unit. The Stewards shall be recognized as representatives for the building in which they are employed.

- 17.02 The Union must seek prior approval from the Superintendent (Designee) subject to the same requests as other public groups for the use of school facilities for Union meetings and other appropriate activities.
- 17.03 The writing of grievances shall be on non-work time. Grievance meetings and hearings will be held at mutually agreed upon times and places. Union representatives attending labor management meetings, grievance hearings and pre-disciplinary conferences, and mutually agreed to consultations with the Employer or its representative concerning the enforcement of this Agreement scheduled during normal working hours shall not cause affected Union representatives to suffer any loss of pay. Grievants attending grievance hearings scheduled during an employee's regular work hours shall not suffer any loss of pay while attending the hearing.
- 17.04 A. The Employer agrees that the Union and its representatives may use the Employer's inter-agency mail system to distribute mail for Union purposes, provided, however, the mail system shall not be used for bulk mailings to the entire bargaining unit in excess of ten (10) sheets or 8.5 x 11 which approval shall not be unreasonably withheld. The Union shall have use of the telephone, fax, e-mail, copier, or any other communication device. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin board space in each building at least one (1) of which shall be provided by the Employer in each building or facility to which bargaining unit members may be assigned.
- B. The Board shall provide an updated seniority list to the Union President upon request. The Board will also provide to the Union President the name, address, phone number, position classification, and building of every newly hired employee within ten (10) days of Board approval.
- 17.05 Up to two (2) employees shall be permitted to attend OAPSE conferences without loss of pay. The total number of days allowed will be no more than six (6) days total during any two-year calendar period. Notification of delegate status and intent to attend said conference shall be presented to the Superintendent or designee at least fourteen (14) days prior to the meeting date.

ARTICLE XVIII - MANAGEMENT RIGHTS

- 18.01 The Union recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the educational and other policies of the Felicity-Franklin Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the School District shall be governed. Accordingly, subject only to the limitations specifically set forth in this agreement, the Union recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the Felicity-Franklin Local School District, including the right to employ, direct, assign, evaluate, terminate, non-renew, promote, demote, layoff and transfer employees; the right to establish and amend from time to time policies, rules and regulations not inconsistent with the provisions of this agreement which are to be applicable to and observed by the employees; the right to determine, in accordance with law, the school calendar, the hours of the school day, the beginning and end of the school day, and to determine all other matters, and exercise all other rights, with respect to the control and administration of the School District which are reposed by law in the Board and in the discretion of the Board.
- 18.02 The Union further recognizes that Section 4117.08(C), Ohio Revised Code, specifically provides that the Board has the following powers:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 2. Maintain and improve the efficiency and effectiveness of governmental operations;
 3. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 4. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
 5. Determine the adequacy of the work force;
 6. Determine the overall mission of the employer as a unit of government;

7. Effectively manage the work force;
8. Take actions to carry out the mission of the public.

ARTICLE XIX - SERS

The Board agrees to pick-up contributions to the School Employees Retirement System on behalf of the employees in the bargaining unit under a salary reduction agreement.

ARTICLE XX - CONTRARY TO LAW/COMPLETE AGREEMENT

- 20.01 Consistent with Ohio Revised Code Chapter 4117, this Agreement shall supersede and replace in its entirety any and all provisions of Ohio law which are in conflict or inconsistent with any provisions of this agreement.

ARTICLE XXI - COMPENSATION

- 21.01 Full-time bargaining unit members shall receive one-time stipend payments of \$1,000.00 on December 15, 2021 and November 15, 2022; part-time bargaining unit members shall receive a one-time stipend payment of \$500.00 on December 15, 2021 and November 15, 2022.
- 21.02 Effective July 1, 2022, the salary schedules attached hereto shall be increased by one percent (1%).
- 21.03 Bargaining unit members shall be required to complete on-line professional development course as assigned by the Board and shall receive four and one-quarter (4.25) hours of compensation for this time. Custodians shall be required to complete additional on-line course work and shall be compensated an additional one and three-quarter (1.75) hours.
- 21.04 Bus drivers will receive an equity adjustment of base salary on the salary schedule of \$1.00. Retroactive payment will be made no later than December 15, 2021.
- 21.05 Educational aides will receive an equity adjustment of base salary on the salary schedule of \$.50. Retroactive payment will be made no later than December 15, 2021.

- 21.06 Retroactive wages and equity adjustments retroactive pay will be paid no later than December 15, 2021.
- 21.07 Retroactive field trip rates effective August 24, 2021 will be paid no later than March 15, 2021.

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
LOCAL 641**

President

Vice-President

Approved as to form:

Derryl Hall
OAPSE/AFSCME
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**FELICITY-FRANKLIN LOCAL
SCHOOL DISTRICT BOARD
OF EDUCATION**

President

Vice-President

Superintendent

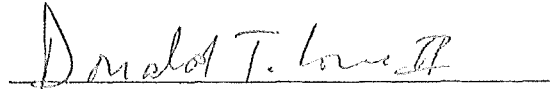
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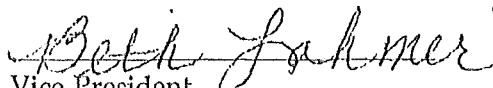
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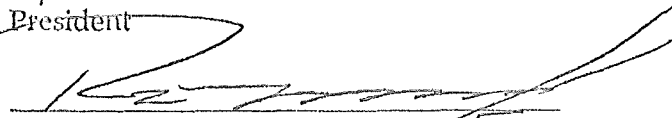
OHIO ASSOCIATION OF PUBLIC
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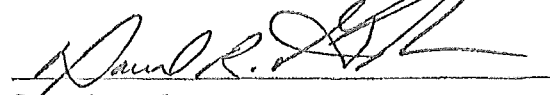
FELICITY-FRANKLIN LOCAL
SCHOOL DISTRICT BOARD
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President

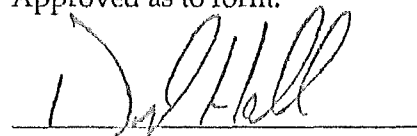

President


Vice-President


Vice-President


Superintendent

Approved as to form:


Derryll Hall
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Approved as to form:


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APPENDIX A - COMPENSATION SETTLEMENT

Van Driver salary schedule at \$2.00 an hour less than the Bus Driver salary schedule.

The Board agrees that it will not outsource bargaining unit positions during the term of this Collective Bargaining Agreement. This provision shall expire with the term of this Collective Bargaining Agreement on June 30, 2023. The Board and OAPSE agree that the Board may outsource under the following conditions:

1. Shared services with other governmental entities as long as it does not reduce the hours or days of the bargaining unit members.
2. In the event a particular job skill or equipment is not available within the District and/or the service at the time of the signing of the Collective Bargaining Agreement has previously been outsourced.
3. Procuring substitute employees through outsourcing vendors.
4. Outsourcing of grounds maintenance and field maintenance to include all or a portion of said work. The current employee who is assigned to grounds work shall not be reduced in force as a result of outsourcing grounds work.

Felicity-Franklin Local School District
Non-Certificated Salary Schedule

Health Aide

Exp	Step	FY 21-22	FY22-23
0	1	12.74	12.87
1	2	12.93	\$13.06
2	3	13.13	\$13.26
3	4	13.32	\$13.46
4	5	13.52	\$13.66
5	6	13.72	\$13.86
6	7	13.93	\$14.07
7	8	14.14	\$14.28
8	9	14.35	\$14.50
9	10	14.57	\$14.72
10	11	14.79	\$14.94
11	12	15.01	\$15.16
12	13	15.23	\$15.39
13	14	15.46	\$15.62
14	15	15.69	\$15.85
15	16	15.93	\$16.09
16	17	16.16	\$16.33
17	18	16.41	\$16.58
18	19	16.65	\$16.83
19	20	16.9	\$17.08
20	21	17.16	\$17.33
21	22	17.41	\$17.59
22	23	17.67	\$17.86
23	24	17.94	\$18.13
24	25	18.21	\$18.40

steps frozen at 25

173 Days max * plus 9 paid holidays:

* health aides' days to be determined based on the student's needs

Holidays:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day

PLUS: Health Benefits available if eligible per negotiated agreement
Prescription Drug Benefits available if eligible per negotiated agreement
Dental Insurance Benefits available to purchase at 100% Employee paid
Vision Insurance Benefits available to purchase at 100% Employee paid
\$50,000 Life Insurance
14% Employer contribution to SERS

Revised 12/13/21

Felicity-Franklin Local School District
Non-Certificated Salary Schedule

Bus Monitor

Exp	Step	FY 21-22	FY22-23
0	1	12.74	12.87
1	2	12.93	\$13.06
2	3	13.13	\$13.26
3	4	13.32	\$13.46
4	5	13.52	\$13.66
5	6	13.72	\$13.86
6	7	13.93	\$14.07
7	8	14.14	\$14.28
8	9	14.35	\$14.50
9	10	14.57	\$14.72
10	11	14.79	\$14.94
11	12	15.01	\$15.16
12	13	15.23	\$15.39
13	14	15.46	\$15.62
14	15	15.69	\$15.85
15	16	15.93	\$16.09
16	17	16.16	\$16.33
17	18	16.41	\$16.58
18	19	16.65	\$16.83
19	20	16.9	\$17.08
20	21	17.16	\$17.33
21	22	17.41	\$17.59
22	23	17.67	\$17.86
23	24	17.94	\$18.13
24	25	18.21	\$18.40

steps frozen at 25

173 Days max * plus 9 paid h

* bus monitors' days to be determined based on the student's needs

Holidays:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day

PLUS: Health Benefits available if eligible per negotiated agreement
Prescription Drug Benefits available if eligible per negotiated agreement
Dental Insurance Benefits available to purchase at 100% Employee paid
Vision Insurance Benefits available to purchase at 100% Employee paid
\$50,000 Life Insurance
14% Employer contribution to SERS

Revised 12/13/21

Felicity-Franklin Local School District
Non-Certificated Salary Schedule

Library Aides/Teacher Aides

Exp	Step	FY 21-22	FY 22-23
0	1	13.24	13.37
1	2	13.43	\$13.57
2	3	13.63	\$13.77
3	4	13.82	\$13.98
4	5	14.02	\$14.19
5	6	14.22	\$14.40
6	7	14.43	\$14.62
7	8	14.64	\$14.84
8	9	14.85	\$15.06
9	10	15.07	\$15.29
10	11	15.29	\$15.52
11	12	15.51	\$15.75
12	13	15.73	\$15.99
13	14	15.96	\$16.23
14	15	16.19	\$16.47
15	16	16.43	\$16.72
16	17	16.66	\$16.97
17	18	16.91	\$17.22
18	19	17.15	\$17.48
19	20	17.4	\$17.74
20	21	17.66	\$18.01
21	22	17.91	\$18.28
22	23	18.17	\$18.55
23	24	18.44	\$18.83
24	25	18.71	\$19.11

steps frozen at 25 yrs

180 Days max * plus 9 paid t

* educational aides* days to be determined based on the student's needs

Holidays:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day

PLUS: Health Benefits available if eligible per negotiated agreement
Prescription Drug Benefits available if eligible per negotiated agreement
Dental Insurance Benefits available to purchase at 100% Employee paid
Vision Insurance Benefits available to purchase at 100% Employee paid
\$50,000 Life Insurance
14% Employer contribution to SERS

Revised 12/13/21

Felicity-Franklin Local School District
Non-Certificated Salary Schedule

Custodian

Exp	Step	FY 21-22	FY 22-23
0	1	14.35	14.49
1	2	14.57	\$14.71
2	3	14.78	\$14.93
3	4	15.01	\$15.15
4	5	15.23	\$15.38
5	6	15.46	\$15.61
6	7	15.69	\$15.84
7	8	15.93	\$16.08
8	9	16.17	\$16.32
9	10	16.41	\$16.56
10	11	16.65	\$16.81
11	12	16.9	\$17.06
12	13	17.16	\$17.32
13	14	17.41	\$17.58
14	15	17.68	\$17.84
15	16	17.95	\$18.11
16	17	18.21	\$18.38
17	18	18.49	\$18.66
18	19	18.76	\$18.94
19	20	19.05	\$19.22
20	21	19.33	\$19.51
21	22	19.62	\$19.80
22	23	19.92	\$20.10
23	24	20.22	\$20.40
24	25	20.52	\$20.71

231 Work Days (40 hrs/week) plus 10 paid holidays
(extra day in calendar gets day after Thanksgiving)

Holidays:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day

Normal work day is 8 hours.

PLUS: Health Benefits available if eligible per negotiated agreement
Prescription Drug Benefits available if eligible per negotiated agreement
Dental Insurance Benefits
Vision Insurance Benefits available to purchase at 100% Employee paid
14% Employer contribution to SERS

Vacation (12 month employees):
after 1 year employment 2 weeks
after 6 years 3 weeks
after 20 years 4 weeks

Revised 12/13/21

Felicity-Franklin Local School District
Non-Certificated Salary Schedule

Sweeper

Exp	Step	FY 21-22	FY 22-23
0	1	10.78	10.89
1	2	10.94	\$11.05
2	3	11.11	\$11.22
3	4	11.27	\$11.39
4	5	11.44	\$11.56
5	6	11.61	\$11.73
6	7	11.79	\$11.91
7	8	11.96	\$12.09
8	9	12.14	\$12.27
9	10	12.33	\$12.45
10	11	12.51	\$12.64
11	12	12.7	\$12.83
12	13	12.89	\$13.02
13	14	13.08	\$13.22
14	15	13.28	\$13.42
15	16	13.48	\$13.62
16	17	13.68	\$13.82
17	18	13.89	\$14.03
18	19	14.09	\$14.24
19	20	14.31	\$14.45
20	21	14.52	\$14.67
21	22	14.74	\$14.89
22	23	14.96	\$15.11
23	24	15.18	\$15.34
24	25	15.41	\$15.57

250 Work Days (40 hrs/week) plus 10 paid holidays

Holidays:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day

Normal work day is 8 hours.

PLUS: Health Benefits available if eligible per negotiated agreement
Prescription Drug Benefits available if eligible per negotiated agreement
Dental Insurance Benefits available to purchase at 100% Employee paid
Vision Insurance Benefits available to purchase at 100% Employee paid
\$50,000 Life Insurance
14% Employer contribution to SERS

Vacation (12 month employees):
after 1 year employment
after 6 years
after 20 years

Revised 12/13/21

Felicity-Franklin Local School District

Non-Certificated Salary Schedule

Bus Drivers

Exp	Step	FY 21-22	FY 22-23
D	1	16.85	17.02
1	2	17.09	\$17.28
2	3	17.33	\$17.54
3	4	17.57	\$17.80
4	5	17.82	\$18.07
5	6	18.07	\$18.34
6	7	18.33	\$18.62
7	8	18.59	\$18.90
8	9	18.85	\$19.18
9	10	19.12	\$19.47
10	11	19.39	\$19.76
11	12	19.67	\$20.06
12	13	19.95	\$20.36
13	14	20.23	\$20.67
14	15	20.52	\$20.98
15	16	20.81	\$21.29
16	17	21.11	\$21.61
17	18	21.41	\$21.93
18	19	21.72	\$22.26
19	20	22.03	\$22.59
20	21	22.34	\$22.93
21	22	22.66	\$23.27
22	23	22.99	\$23.62
23	24	23.32	\$23.97
24	25	23.65	\$24.33

steps frozen at 25

Paid 2 ½ hours a.m. run and 2 hours p.m. run. Paid 4 ½ hours total for both a.m. and p.m.

176 Work Days plus 9 paid holidays:

Holidays

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day

PLUS: Health Benefits available if eligible per negotiated agreement
 If > 30 hours, eligible for Single or Family plan at 15%
 If > 22.5 hours, but < 30 hours, eligible for a Single HDHP with
 a \$900 Board contributed Health Savings Account
 Prescription Drug Benefits available if eligible per negotiated agreement
 Dental Insurance Benefits available to purchase at 100% Employee paid
 Vision Insurance Benefits available to purchase at 100% Employee paid
 \$30,000 Life Insurance
 14% Employer contribution to SERS

Revised 12/13/21

**Felicity-Franklin Local School District
Non-Certificated Salary Schedule**

Bus Mechanic

Exp	Step	FY 21-22	FY 22-23
0	1	16.55	16.72
1	2	16.8	\$16.97
2	3	17.05	\$17.22
3	4	17.31	\$17.48
4	5	17.57	\$17.74
5	6	17.83	\$18.01
6	7	18.1	\$18.28
7	8	18.37	\$18.55
8	9	18.64	\$18.83
9	10	18.92	\$19.11
10	11	19.21	\$19.40
11	12	19.5	\$19.69
12	13	19.79	\$19.99
13	14	20.08	\$20.29
14	15	20.39	\$20.59
15	16	20.7	\$20.90
16	17	21.01	\$21.21
17	18	21.32	\$21.53
18	19	21.64	\$21.85
19	20	21.97	\$22.18
20	21	22.3	\$22.51
21	22	22.63	\$22.85
22	23	22.97	\$23.19
23	24	23.31	\$23.54
24	25	23.66	\$23.89

Steps frozen at 25

250 Work Days plus 10 paid holidays:

Holidays:

New Year's Day, President's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day

Normal work day is 8 hours.

Plus: Health Benefits available if eligible per negotiated agreement
Prescription Drug Benefits available if eligible per negotiated agreement
Dental Insurance Benefits available if eligible per negotiated agreement
Vision Insurance Benefits available to purchase at 100% Employee paid
\$50,000 Life Insurance
14% Employer contribution to SERS

Vacation (12 month employees):

after 1 year employment	2 weeks
after 6 years	3 weeks
after 20 years	4 weeks

Revised 12/13/21

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FELICITY-FRANKLIN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AFSCME/AFL-CIO, LOCAL #641**

This Memorandum of Understanding is made by and between the Felicity-Franklin Local School District Board of Education ("Board") and the Ohio Association of Public School Employees/AFSCME/AFL-CIO, Local #641 ("OAPSE").

WHEREAS, the Board and OAPSE are parties to a current Collective Bargaining Agreement that is in effect July 1, 2021, through June 30, 2023; and

WHEREAS, Senate Bill 11 of the 134th General Assembly has been passed into law and becomes effective June 10, 2022; and

WHEREAS, the bill amends R.C. 3319.087 to provide Juneteenth as a paid holiday to 11- and 12-month regular non-teaching employees; and

WHEREAS, the Agreement contains a provision at Article 12.03, relating to the holidays that will be granted to regular nonteaching 12- month employees; and

WHEREAS, the parties desire to provide Juneteenth as a paid holiday to its 11 and 12-month regular nonteaching employees.

NOW, THEREFORE, BE IT AGREED, by and between the Felicity-Franklin Local School District Board of Education and OAPSE, Local #641 as follows:

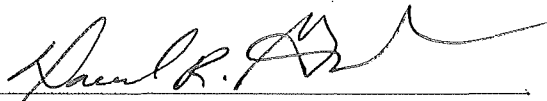
1. Effective for June 19, 2022 (recognized Monday, June 20), and June 19, 2023, the parties agree that Article 12.03 shall be amended to provide, in accordance with R.C. 3319.087, that Juneteenth will be granted as a paid holiday to 12-month regular non-teaching employees so long as such employees meet the criteria set forth in Article 12.03.

2. All other provisions of the Agreement will remain current contract language.

3. This Memorandum of Understanding will expire June 30, 2023.

FELICITY-FRANKLIN LOCAL SCHOOLS
BOARD OF EDUCATION

Date: 6/15/22

By: 
Superintendent

Date: 6/15/22

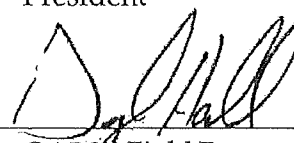
By: 
Treasurer

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME/AFL-CIO, LOCAL
#641

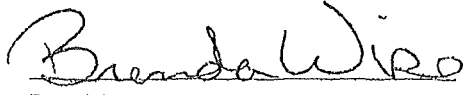
Date: 6/15/22

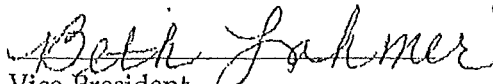
By: 
President

Date: 6/15/22

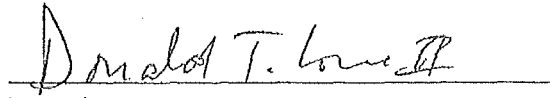
By: 
OAPSE Field Representative

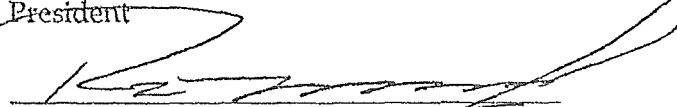
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
LOCAL 641


President


Vice-President

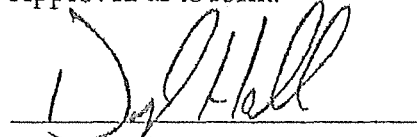
FELICITY-FRANKLIN LOCAL
SCHOOL DISTRICT BOARD
OF EDUCATION


President


Vice-President


Superintendent

Approved as to form:


Derryl Hall
OAPSE/AFSCME
1299 Lyons Road
Dayton, Ohio 45458
(614) 890-4770
(937) 253-5151-fax

Approved as to form:


William M. Deters II, Esq.
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