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A NEGOTIATED AGREEMENT

Between the

FRANKLIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

And the

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

Effective for Three Years

Effective July 1, 2021 through June 30, 2024

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PREAMBLE

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

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

ARTICLE 1 - RECOGNITION AGREEMENT

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

ARTICLE 2 - NEGOTIATIONS PROCEDURE

A. Directing Requests

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

B. Negotiation Meetings

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

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

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

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

C. Representation

Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board shall meet with designated representatives of the Union to negotiate in good faith. While no final agreement shall be executed without ratification by the Union and

approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. Information

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

E. While Negotiations are in Progress

1. Caucus

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

2. Item Agreement

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

3. Schedule of Meetings

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

F. Agreement

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

G. Disagreement

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

2. If agreement is not reached on matters being negotiated forty (40) days prior to the expiration of this agreement, or at any other period of time established by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days

after the call for mediation, either party or the parties jointly shall petition, in writing, the Federal Mediation and Conciliation Service to provide a list of seven (7) names. If there are no names acceptable on this list to one of the parties, that party may request a second list. The parties shall alternately strike a name until one remains and that person shall serve as the mediator.

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

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

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

6. Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than ten (10) days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

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

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

ARTICLE 3 - NO STRIKE/NO LOCKOUT

A. The Union and employees covered by this Agreement agree that they will not

directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, including the honoring of any picket line established by other employees of the Board or employees of other Employers, or other unlawful interference with the normal operations of the Board for the duration of this Agreement.

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

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

ARTICLE 4 - BOARD RIGHTS

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

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

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and

organizational structure;

2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, discharge for just cause;
6. Lay off, transfer, assign, schedule, promote or retain employees;
7. Determine the adequacy of the workforce;
8. Determine the overall mission of the Board as a unit of government;
9. Effectively manage the workforce;
10. Take actions to carry out the mission of the Board as a governmental unit.

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

ARTICLE 5 - UNION RIGHTS

A. Representation Visitation

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

such business.

B. Bulletin Boards

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

C. Building and Equipment Use

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

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

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

Cost of Board office supplies utilized by the Union;

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

3. Board Policy Current policies are available on the district website: www.franklinlocalschools.org.

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

D. Board Meetings

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

ARTICLE 6 - UNION DUES

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

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

B. The Board agrees to deduct USW membership dues using the 1.55% (which includes the 1.45% and \$0.02 per hour) USW rate each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided by the USW must be presented to the Board by the employee. Upon receipt of the proper authorization, the Board will deduct USW dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Board.

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

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

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

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

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

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

ARTICLE 7 - LABOR-MANAGEMENT COMMITTEE

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

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

C. The Superintendent and the Union President or their designees will identify a tentative agenda for such meetings three (3) days in advance of each meeting.

ARTICLE 8 - PERSONNEL FILES

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

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

own personal independent files for their own use.

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

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

E. If an employee disputes the accuracy, relevance, timeliness or completeness of material in his/her file, or compliance with any provision of this Article, he/she may file a written complaint with the Superintendent who shall conduct an investigation. The complaint shall specify the reasons why the employee believes the material lacks one or more of these qualities or is in violation of any of these provisions.

1. If the Superintendent determines the complaint has merit, the material in dispute shall be modified or removed from the employee's file.

2. If the Superintendent denies the complaint or fails to respond or in any case, the employee is entitled to attach a written response to the item.

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

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

ARTICLE 9 - HEALTH AND SAFETY

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

information the union believes relevant to the issue being investigated for consideration by the superintendent.

B. Employees who refuse to perform work assignments which they believe to be unsafe will not lose wages or benefits, if management finds that the assignment actually was unsafe beyond the normal hazards inherent in the job. The reasonableness of management's decision is subject to the grievance procedure.

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

ARTICLE 10 - GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. "Grievance" shall mean a claim by an employee that there has been a violation, misinterpretation, or misapplication of the language in this contract. The employee making the claim shall sign the grievance.

2. "Grievant" shall mean the employee initiating a grievance who claims to be adversely affected by some action of the Board or its administration.

3. "Immediate Supervisor", for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

4. "Days" shall mean actual work days in which the central office is open for the transaction of official school district business.

C. General Provisions

1. The grievant has the right to Union representation at all formal meetings and hearings involving the grievance.

2. The Union has the right to be present for the adjustment of any and all grievances.

3. Use appropriate Grievance Form provided by USW.

4. The Union shall receive copies of all communications in the processing of grievances.

5. A grievance can be withdrawn by the grievant at any time but may not be refiled.

6. Once the grievance is submitted in writing, the statement of the grievance and references to the contract sections alleged violated may not be altered or supplemented. The grievant shall not otherwise change the grievance from that which was first present at Step One. Any attempt to change the grievance after submission at Step One shall result in the grievance being waived.

D. Time Limits

1. The number of days indicated at each step in the procedure shall be maximum and may be extended on only by written mutual agreement of the parties.

2. Failure of the grievant to comply with timeliness shall be cause for the grievance to be dismissed.

3. Failure of the school officials at Steps One and Two to comply with the timeliness shall entitle the grievant to appeal to the next step. Failure of the Superintendent at Step Three to timely respond to the grievance shall render the grievance admitted, and appropriate relief shall be fashioned by the Superintendent and the International Union Representative. In the event the parties cannot agree on the appropriate relief, the union may advance the grievance to Step Four pursuant to (E)(4) of this Article.

E. Grievance Procedure

1. Step One:

In order for an alleged grievance to receive consideration, the grievant must identify the alleged grievance to his or her immediate supervisor within five (5) days after the employee knows or should have reasonably known the facts giving rise to the grievance. The grievant and the immediate supervisor shall meet to discuss the grievance within five (5) days after the supervisor is notified of the alleged grievance.

2. Step Two:

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

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

3. Step Three:

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

4. Step Four:

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

second list by the "alternate strike method." Each party shall have three strikes. A toss of a coin shall determine who strikes first.

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

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

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provision of this collective bargaining contract, nor to add to, detract from, or modify the language herein, in arriving at his/her decision concerning an issue presented that is proper within the limitations expressed herein. The arbitrator shall not have the authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her. He/she shall not limit or interfere with the powers, duties, and responsibilities of the Board of Administration under Article 4 of this Agreement, any other provision of this Agreement reserving powers and duties to the Board of Administration or any applicable law or regulation having the force and effect of law.

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

ARTICLE 11 - EMPLOYMENT PRACTICES

A. Terms of Contract

Nine (9) and ten (10) month employees will earn their regular daily wages for

days in which students are in session and on paid holiday, sick, personal, and for jury duty. Employees will not lose pay for the first five (5) calamity days. Six (6) or more calamity days will be made up. Calamity days will be made up by May 31, provided that the District has satisfied state minimum instructional hours. Nine (9) and ten (10) month employees will not lose pay for up to two (2) additional calamity days for any student days not made up. After this happens, employees may, but are not required, to use paid leave (sick or personal) to cover pay for calamity days beyond the first seven that are not made up. If employees do so, it will not affect eligibility for any perfect attendance bonus.

If a twelve-month employee is required to report for duty on a calamity day, the employee will receive his or her regular rate of pay for hours worked, plus an equal amount of compensatory time up to a five (5) day maximum of accumulation of calamity compensatory days. Employees must use this accrued compensatory time on dates when school is not in session.

If allowable by the Ohio General Assembly that remote learning days can be used on calamity days, employees may report to work on calamity days to complete duties as assigned by their Supervisor. If reporting to work is optional, the time will be made up prior to July 1.

B. Probationary Period

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

1. All current employees who do not have a continuing contract will receive limited contracts in the following order:

limited contract for period of time from first day after completion of the probationary

period, if retained, to the following June 30, and in no event shall such contract exceed one (1) year.

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

3rd contract, if retained - limited contract for one (1) year

4th contract, if retained - limited contract for three (3) years

5th contract, if retained - continuing contract

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

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

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

5. This Article 11(A)(1) through (4) supersedes Ohio Rev. Code Section 3319.081.

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

C. Job Posting and Transfers

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

of the initial date of posting. The job posting will include Job Title, Location/Building, Number of Hours, salary, a copy of the job description and whether 12 month or 9 month contract.

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

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

4. Award of Position

The Superintendent shall determine when a vacancy exists, whether it shall be filled and when it shall be filled. If the Superintendent determines a vacancy will be filled, he will fill it using the following formula:

The vacant position will be awarded to the bargaining unit employee who has the greatest seniority within the same classification. If no one within the classification bids the job, it shall be awarded as follows:

a. Qualified employee who has the greatest seniority within the lines of progression (cook/cashier to head cook, aide to secretary, bus driver-custodian-maintenance-mechanic).

b. Qualified employee with the greatest seniority who has substituted or worked in the vacated position.

c. Qualified employee with the greatest seniority who bids and desires to be trained for the vacant position.

5. For purposes of Section 4 above, seniority shall be calculated from the most recent date of hire within the classification. In the event two or more employees were hired on the same date seniority shall be determined by the "birthday rule," with the Board assigning the lowest number to the employee possessing the earlier date of birth. Example: Two employees have the same classification hire date. If Employee A has a January 15 date of birth and Employee B has a June 15 date of birth, then Employee A gets the lower employee number. An employee with a lower "employee number" will have priority over employees with higher numbers.

6. The Superintendent or designee may deviate from seniority in the filling

of vacant positions if the employee with the highest seniority has received a written reprimand or a suspension with pay or a suspension without pay within the previous school year prior to the vacancy or upon the agreement of the Union President.

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

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

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

D. Discipline

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

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

records; (f) fighting; (g) breach of confidentiality; (h) physical, verbal or psychological abuse of other employees, or the public.

3. Before imposing a demotion, suspension, or termination, the Superintendent or designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by two (2) representatives of his or her own choosing. The conference will be scheduled as promptly as possible by the Superintendent or designee. The Superintendent or designee may impose reasonable rules on the length of the conference and the conduct of the participants.

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

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

4. Ohio Revised Code Section 3319.081 is superseded by this Article 11(D)(1) through (5), and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 10.

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

E. Layoff and Recall

1. If the Board, in its sole discretion, determines it is necessary to reduce the number of employees in a job classification because of abolishment of positions, lack of funds or lack of work, the following procedures shall govern such lay-off. Part-time, substitute, seasonal and casual employees may be laid off for the reasons set forth above, but are not subject to the provisions of paragraphs 2-10 below.

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

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

4. Whenever it is necessary to lay off full-time employees for reasons set forth above, employees shall be laid off in the order of seniority in the affected classification with the least senior employee within the classification laid off first. For purposes of this Article, seniority shall be determined by the employees' original date of hire with the Board regardless of classification.

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

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

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

8. The Superintendent shall prepare a reinstatement list for any classification

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

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

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

ARTICLE 12 - OVERTIME

A. An Employee shall be compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for all hours actually worked in excess of forty (40) hours in any one classification in any one work week. If an employee works in more than one classification during the work week, or if the employee receives different rates of pay during a work week because of driving extra bus trip assignments and if the employee then qualifies for overtime, the employee will receive overtime at the rate of pay in the

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

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

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

ARTICLE 13 - EXTRA-TRIPS

A. It shall be the exclusive right of contracted Bus Drivers with the Franklin Local School District to bid on all extracurricular trips, in accordance with the "Procedure for Distribution of Extra-trips," Section B below, with the following exceptions:

Bus certified athletic coaches and assistant coaches may drive busses to and from regularly scheduled ball games, practices and scrimmages which involve their

particular sport if no driver is available from the bargaining unit. The driver will be selected from the extra trip roster in accordance with the "Procedures for Distribution of Extra Trips" and will be paid as follows:

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

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

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

(3) In the event a bus driver drives an overnight extra-trip, such bus driver shall be compensated at the rate of \$175 and reported to SERS as ten (10) hours.

(4) Once an extra trip is posted - drivers must sign up for the trip. Contracted drivers who regularly work grounds, daily shuttles, bus washing, painting or sub cook, may bid on extra trips but will only be awarded if non-workers from the list above are not assigned at the time of assignment. The trip will be granted to the eligible driver with the least amount of trips. In the case of a tie, seniority shall determine which driver is awarded the trip. Example: Driver (1) has 10 years seniority and has 3 trips. Driver (2) has 5 years seniority and has 2 trips; the trip will be awarded to Driver (2). If Driver (1) has 1 trip and Driver (2) has 1 trip; the trip will be awarded to Driver (1). Procedure follows the seniority list with the trip being awarded to the driver with the least amount of trips. If an extra trip is not bid on, the union's trip monitor will pull the trip 3 days prior to the date of the trip and ask all contracted drivers if they are interested in taking the trip. If no one signs up the trip will be

handed to the transportation supervisor to fill.

(5) If a trip is assigned less than two (2) days prior to it being taken, or if the transportation supervisor is not notified by the bargaining unit at least two (2) days prior to a trip being taken of the name of driver to be assigned to a trip, the transportation supervisor shall have the right to assign a substitute to the posted trip. (Exception: less than two (2) days notice of the trip.)

(6) The Board of Education, in its sole discretion, may or may not use contract bus drivers (bargaining unit members) to drive for tournament play if the boosters pay for private transportation.

B. Procedure for Distribution of Extra-trips

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

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

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

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

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

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

C. Procedure for Distribution of Overtime

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

a. The overtime assignment shall be offered first to the employees who regularly work in the building that needs additional work performed. In the event

the employee(s) of that building declines the overtime assignment, the Superintendent or his designee will contact the USW representative so that the USW representative can assign the overtime work in accordance with the USW's overtime work roster. The USW's overtime work roster shall be in accordance with the same procedure as outlined above in Section B(1) and B(2) of this Article 13.

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

Example (1):

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

Example (2):

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

D. USW Responsibility

The distribution of extra-trip assignments and custodian overtime shall be in accordance with the procedure outlined above and administered solely by the Union. No bus driver shall file an extra trip grievance based on this Article 13.

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

ARTICLE 14 - LEAVES OF ABSENCE

A. General Procedures

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

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

B. Sick Leave

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

2. For the purpose of this section (2), immediate family for illness shall include spouse, children, stepchildren, grandchildren, mother, father, step-parents, grandparents of the employee or of his/her spouse, parents-in-law, sister, brother, aunt, uncle, brother-in-law, sister-in-law, current foster child, and guardian-ward relationship as determined on a case by case basis by the Superintendent. Use of sick leave for illness in the immediate family will be limited to five days unless the family member's

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

3. For the purpose of this section (3), approved absence on the day of a funeral shall not count against perfect attendance calculation in Article 14, Section 1. Under the use of sick days for a death in the immediate family, an employee may use up to a maximum of five (5) consecutive days of his/her accumulated sick leave days to attend the funeral. Under the death clause, "immediate family" shall include spouse, children, step-children, mother, father, step-parents, parents-in-law, sister, brother, aunt, uncle, grandchildren, grandparents of the employee or of his/her spouse, brother-in-law, sister-in-law, current foster child, and guardian/ward relationship. In cases of emergency, the Superintendent may extend the leave of absence for this purpose. Notification in all cases shall be given by the employee to the principal or immediate superior before absence from duty except in an emergency. An employee may request that the Superintendent or designee permit the use of sick leave in other circumstances.

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

5. Sick leave may be accumulated to a maximum of 250 days.

6. Newly hired employees who are not eligible to transfer sick leave under section four (4) above shall be credited with up to five (5) days sick leave in advance upon written request by the employee to the Treasurer. If an employee does not return to work, any wages owed the employee will have the previously advanced sick leave deducted.

7. Sick Leave Procedures

- a. Immediately upon return from sick leave, the employee shall complete a Kiosk request to justify the use of sick leave.
- b. For absences of more than three (3) consecutive days of sick leave, the Superintendent shall require any employee to submit a physician's certificate to substantiate the need for sick leave.
- c. An employee may be required to obtain a medical examination at Board expense.

C. Severance Pay

1. An employee who retired from the District shall be eligible for severance pay if he/she:

- a. Accumulates sick leave pursuant to the provisions of Section 3319.141 of the Ohio Revised Code.
- b. Retires from the employment of the Board, is at the time of retirement eligible to receive retirement benefits from the State Employees Retirement System of Ohio, and provides the Board with written evidence that he/she began receiving retirement benefits from SERS within sixty (60) days of separation from the Board's employment.

If a member of the bargaining unit dies while employed by the Board, and at the time of death was eligible to retire and receive retirement benefits from SERS, and met the eligibility requirements for severance pay pursuant to this contract, then in that event the estate of the deceased employee shall be paid severance pay in accordance with the severance pay provisions of the contract.

For the purposes of this provision, retirement is defined as disability or service retirement under state of municipal retirement system in the state.

Payment shall be made within 60 calendar days after the receipt of the written notice.

2. Employees who qualify for severance pay under paragraph C 1 above shall be paid for their unused sick leave in accordance with the following provisions: The number of days to be paid shall be fifty (50%) of the employee's accumulated and

unused sick leave days to the employee's credit (not to exceed 250 days) at the time of retirement.

b. Payment shall be based upon the employee's contracted highest daily rate of pay during employment at the time of retirement as determined by the Treasurer of the Board of Education. The calculation shall be made in the same manner as pay deductions for days missed.

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

D. Jury Duty

Employees shall be excused from performing their regular duties when summoned for jury duty. When serving on jury duty during a regular school day, the employee shall receive his regular rate of pay. The employee shall remit any monies earned from jury duty, less expenses, to the Treasurer. An employee shall report to his/her immediate supervisor on a daily basis concerning when he or she will be able to return to work. An employee who is excused from jury duty after a half day or less (11:00 a.m. cutoff) in the morning shall return to work in the afternoon to complete their normal shift hours.

E. Military Leave

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

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

F. Pregnancy Leave

The total amount of sick leave to be used for one such specific purpose is limited to 60 working days unless the employee's pre or postnatal condition is such that an extension of sick leave is required and is requested through a doctor's statement. Any such request will be processed in the same manner as other sick leave requests. (This maximum of six (6) calendar week period to be counted from beginning of absence (for pre-birth absence) or from actual date of birth.

G. Assault Leave

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

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

- a. Date and time of occurrence.
- b. Identification of the individual(s) causing the assault (if known).
- c. Facts and circumstances surrounding the assault.
- d. Certification from a licensed physician describing the nature of the injury sustained causing absence. The Board may also require the employee to be examined by its physician at its expense.

e. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).

f. Signature of the assaulted employee.

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

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

H. Personal Leave

1. Each employee may receive up to three (3) days of unrestricted non-cumulative personal leave with pay each fiscal year. Personal leave will be pro-rated upon District employment and at separation from District employment.

2. Except for emergencies, each employee shall request personal leave using the Kiosk system fully specifying the reason for the request at least three (3) working days prior to the absence. Each request must be submitted through the appropriate supervisor to the Superintendent of Schools or designee, who shall approve or disapprove the request.

3. Personal leave cannot be accumulated, but expires on June 30. Unused personal leave days will convert to sick leave provided an employee has not used more than 10 sick days in the fiscal year. Sick leave cannot convert beyond the maximum accumulation for sick leave of Two Hundred Fifty (250) days.

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

I. Other Leaves of Absence

1. Leaves of absence for any reason not covered above will be considered by the Board of Education on an individual basis. Any request shall be made in writing to the Superintendent of Schools at least sixty (60) days prior to the monthly Board of

Education meeting for it to be included on that particular month's agenda. In all cases covered by this section, the Board of Education will make final determination, on an individual basis, considering the circumstances involved. The Board of Education will hold absolute its authority to approve or deny any or all requests. If the leave is granted, it will be on an unpaid basis.

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

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

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

An employee who uses neither sick leave, personal leave, nor unpaid leave in any quarter of the fiscal year (July 1 through June 30) will receive an attendance bonus. Nine (9) and Ten (10) month employees may receive up to five hundred and fifty dollars (\$550.00), at a rate of \$137.50 per quarter. Twelve month employees may receive up to six hundred dollars (\$.600.00), at a rate of \$150.00 per quarter. The treasurer will pay

eligible employees the bonus on a quarterly basis at the rate noted above.

K. Employee Donating Sick Days

Bargaining unit members may donate sick leave pursuant to Board Policy 3.061 (Transfer of Employee Sick Leave).

ARTICLE 15 - VACATION

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

<u>Length of Service</u>	<u>Vacation</u>
One (1) year	Two (2) weeks (10 work days)
Ten (10) years	Three (3) weeks (15 work days)
Twenty (20) years	Four (4) weeks (20 work days)

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

C. If an employee who is eligible for vacation voluntarily transfers or bids into another classification and remains eligible for vacation, the employee shall not lose credit for his or her length of service for purposes of this article.

ARTICLE 16 - HOLIDAY PAY

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

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. In addition to the holidays designated in paragraph A, eleven and twelve month (260-day) employees are entitled to Independence Day, December 24, and December 31 as holidays, provided the conditions of paragraph C below are satisfied. Eleven and twelve month employees are entitled to Good Friday as a holiday, provided the conditions of paragraph C below are satisfied. If the day before Thanksgiving is scheduled off for students, it shall be a paid non-work day for nine-month and ten-month employees. During the term of this Agreement aides and secretaries will not be required to work extra hours on parent/teacher conference days.

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

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

ARTICLE 17 - WAGES

A. All employees are required to receive pay by direct deposit. The following salary schedules will be effective for the 2021-22, 2022-23, and 2023-24 fiscal years.

Level	Index	Hourly Base	3.00% 2021-22	3.00% 2022-23	3.00% 2023-24
1	1.000	EL/JR/ HS Secretary	\$15.90	\$16.38	\$16.87
2	1.025				
3	1.050	Aide	\$14.36	\$14.79	\$15.23
4	1.075				
5	1.105	Mechanic/Maintenance	\$19.10	\$19.67	\$20.26
6	1.110				
7	1.120	Head Cook	\$14.70	\$15.14	\$15.59
8	1.130				
9	1.140	Bus Driver	\$18.60	\$19.16	\$19.73
10	1.150				
11	1.160	Cook/Cashier	\$13.77	\$14.18	\$14.61
12	1.170				
13	1.180	Day Custodian	\$15.15	\$15.60	\$16.07
14	1.190				
15	1.200		Afternoon +\$0.25	Night + \$0.40	
16	1.210				
17	1.220				
18	1.230				
19	1.240				
20	1.250				
21	1.275				
22	1.300				
23	1.325				
24	1.350				
25	1.375				
26	1.400				
27	1.425				
28	1.450				
29	1.475				
30	1.500				

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

C. An employee who completes his or her regularly scheduled work shift and is then requested by a supervisor to return to work before the next scheduled shift will be paid two (2) hours of call out time or for the amount of time required to do the task, whichever is greater, at his or her regular hourly rate. This provision does not apply to

extra trips driven by bus drivers. Unless a bus driver is scheduled for an extra trip which is cancelled after the bus driver has appeared at the bus garage to drive wherein they will be paid for two (2) hours. Second shift custodians will receive twenty-five cents (\$.25) an hour as a shift premium and the third shift custodians will receive forty cents (\$.40) an hour. All three shifts of custodians will receive a paid lunch while remaining on call in their buildings. Secretaries and aides, maintenance employees and mechanics will receive a paid lunch while remaining on call in their work areas of assignment at the time.

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

ARTICLE 18 - SERS PICKUP

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

B. The Board shall compute and remit its employer contributions to SERS based upon total annual pay, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employees total pay for

the year less the amount of the "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total pay for the year, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

- C. The pickup shall be included in the employee's total pay for the purpose of computing hourly rate of pay, daily rate of pay, for determining payroll adjustments to be made due to absence, or for any other similar purposes.
- D. The pickup shall apply to all payroll payments made on or after execution of this Agreement by the parties.

ARTICLE 19 - INSURANCE BENEFITS

A. Eligibility Requirements

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

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

B. Coverage

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

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

C. Duplication of Coverage

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

D. Insurance For Tools and Equipment

The Board of Education will provide three hundred and no/100 dollars (\$300.00) through regular payroll at the completion of each fiscal year (July 1 to June 30) to the maintenance person, mechanic and to the assistant mechanic so they can purchase insurance for themselves covering theft or damage to their tools and equipment.

E. Insurance Committee

Two (2) bargaining unit members designated by the local president will serve on the District's insurance committee. The committee will meet at least twice per school year.

ARTICLE 20 - SEVERABILITY

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

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

ARTICLE 21 - WAIVER OF NEGOTIATIONS

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

knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

ARTICLE 22 - DRIVING ABSTRACTS

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

ARTICLE 23 - MISCELLANEOUS WORKING CONDITIONS

- A. If the Board cannot get a substitute to cover a building for activities after school hours or on weekends when the administration determines it is necessary to have a custodian present, then regular custodians will serve with the least senior custodian in the affected building being required to serve.
- B. CDL licensed drivers called for a random drug and/or alcohol test, who are not within their four hours of ordinary work time when called to take the test, shall be paid the sum of \$20.00 and will be allowed to use the school transportation (school van) to travel to and from the test.
- C. Any driver holding a CDL license and who is qualified to transport students and who is the member of the bargaining unit, shall be paid the sum of Sixty Dollars (\$60.00) each year for attending one (1) safety meeting; the driver must attend the safety meeting.
- D. Upon completion of training and CDL recertification, bus drivers shall receive a payment of one hundred dollars (\$100.00).
- E. The Board will pay registration costs and up to \$25.00 a day for food, upon submission of proof of adequate expenses, for bargaining unit members who attend voluntary advanced bus driver training and the bus rodeos as a school representative and participant.
- F. Employees shall be compensated for all hours beyond their regular shift upon submission of a time sheet approved by the supervisor.
- G. To the extent possible, two or more individuals will be assigned to each recess period.

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

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

J. Friday School or Saturday School

Educational aides who work Friday School or Saturday School will be compensated at a rate of twenty dollars (\$20.00) per hour.

K. Employees transferred in an emergency from their regular job classification to another job classification shall be paid the higher rate.

L. Employees who bid to another job classification shall maintain their seniority and start at the step that gives them an hourly rate increase.

M. If an employee holds a three (3) hour per day contract as a cook/cashier and also holds a three (3) hour per day contract in the same or any other classification, the employee shall be treated as holding two (2) separate contracts.

ARTICLE 24 - ENTIRE AGREEMENT

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

ARTICLE 25 - DURATION

A. The provisions of this Agreement shall be effective on July 1, 2021, except as otherwise specifically provided, and shall remain in full force and effect until 11:59 p.m. on June 30, 2024.

B. If either party desires to modify or amend this Agreement, it shall give written

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

IN WITNESS WHEREOF, the parties hereto have set their hands this 30 day of June, 2021.

FOR THE FRANKLIN LOCAL
SCHOOL DISTRICT

Robert
Kush Paul

UNION

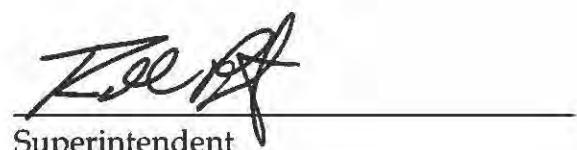
Mark A. Short
Buddy Strucker

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Franklin Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and Franklin Local Teachers Association, effective from July 1, 2021 through June 30, 2024.

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


Treasurer


Superintendent


Board President


June 30 2021