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**AGREEMENT**

*BETWEEN*

**THE BOARD OF EDUCATION OF THE  
FAIRFIELD CITY SCHOOL DISTRICT  
BUTLER COUNTY, OHIO**

*AND*

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
LOCAL #727  
FAIRFIELD, OHIO**

**JULY 1, 2012 THROUGH JUNE 30, 2015**

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This Agreement made and entered into by and between the Board of Education of the Fairfield City School District, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees (OAPSE) and its Local 727 of which is hereinafter referred to as the "Local".

#### ARTICLE 1 - PREAMBLE

- A. The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

#### ARTICLE 2 - TERMS

- A. The terms and conditions of the within Agreement are effective for the period commencing July 1, 2012, and terminating June 30, 2015, except as otherwise provided herein.

#### ARTICLE 3 - RECOGNITION

- A. The Board of Education of the Fairfield City School District hereby recognizes the Ohio Association of Public School Employees on behalf of Local 727 as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.
- B. The bargaining unit includes all full-time and regular short-hour employees, except substitutes, in the following positions or classifications which are regularly assigned to a work schedule:
  - 1. Head Cook
  - 2. Head Custodian
  - 3. Transportation Student Route Coordinator

#### ARTICLE 4 - SCOPE OF REPRESENTATION

- A. The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. Nothing herein may be construed to limit the right of the Board to consult with OAPSE. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, such agreement shall be binding on all parties.

## ARTICLE 5 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. The Board, or the designated representative of the Board, will meet with the representative designated by the Local for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Local's negotiating team will be limited to five (5) members each. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Local and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations. Field representatives of the Local shall be included in the Local's negotiating team.
- B. Consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams. Consultants will replace team members on a one-for-one basis.
- C. The expense of such consultants shall be borne by the party requesting or hiring them.
- D. Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Local.

## ARTICLE 6 - EXCHANGE OF INFORMATION

- A. Prior to and during the period of negotiations, or impasse provisions, the Board and the Local agree to provide to each other requested information concerning the issue(s) under consideration.

## ARTICLE 7 - REQUEST FOR MEETING

- A. Upon receipt of written request for a meeting, either party will have five (5) days to reply to the request. A meeting date shall be agreed to within (15) days of such request. Such request shall be made no more than one hundred twenty (120) days prior to contract termination date.

## ARTICLE 8 - SUBMISSION OF ISSUES

- A. All issues for negotiations by the Local shall be submitted in writing at the first meeting and the Board shall submit in writing to the Local all of its issues for negotiations no later than the second meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed by both parties. Any article not altered or amended by the negotiations process shall carry forward into the successor agreement.

ARTICLE 9 - NEGOTIATIONS MEETINGS

- A. The parties shall meet at places and times agreed upon at the beginning of the prior meeting. The length of meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.

ARTICLE 10 - CAUCUS

- A. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. The caucus shall not exceed thirty (30) minutes in length, unless mutually agreed to.

ARTICLE 11 - PROGRESS REPORTS

- A. During negotiations, interim reports may be made to the Local by its representatives and to the Board of Education by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information with the organization concerned.

ARTICLE 12 - PROTOCOL

- A. No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

ARTICLE 13 - TENTATIVE AGREEMENT

- A. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Local and adoption by the Board.

ARTICLE 14 - AGREEMENT

- A. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted first to the Local for ratification and then to the Board for adoption after the Local approves the Agreement. When adopted by the Board, the Agreement shall become part of the official Board minutes. Said Agreement shall be signed by the Board's representatives and by the Local's representatives.

ARTICLE 15 - INTENT TO RECOMMEND

- A. Prior to the negotiated Agreement being presented to the Local and to the Board, both negotiating teams shall pledge to recommend adoption of the tentative Agreement.

ARTICLE 16 - REOPENER PROVISION

- A. If during the life of the Contract, bargaining is reopened by mutual agreement or due to a specified reopener provision in the Contract, the parties shall meet and bargain within ten (10) workdays of the request for bargaining. If such in term bargaining does not result in agreement between both parties within twenty-one (21) days of the first bargaining session, either party may declare impasse. Once impasse is declared the parties will follow the procedures stated in Article 17, below.

ARTICLE 17 - FEDERAL MEDIATION

- A. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
- B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- C. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- D. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- E. The mediator has no authority to recommend or to bind either party to any agreement.

ARTICLE 18 - NO DISCRIMINATION

- A. No Discrimination on Account of OAPSE Activity - Neither the District nor OAPSE shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not to engage in OAPSE activity.

ARTICLE 19 - HOLIDAYS

A. Scheduled Holidays - The Board of Education agrees to provide employees in the bargaining unit with the following paid holidays:

Head Custodians

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

Head Cooks

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day

B. Holidays on Saturday or Sunday - When a holiday falls on a Saturday or Sunday, the following work day not a holiday shall be deemed to be that holiday. This provision shall be subject to adjustment in the school calendar as adopted by the Board of Education.

C. Holiday Eligibility - Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding and succeeding the holiday to be paid for the holiday.

ARTICLE 20 - VACATIONS

A. Eligibility - All twelve (12) month employees in the bargaining unit shall earn paid vacation on a fiscal year basis, July 1 - June 30.

B. Annual Accumulation                      Days Earned Per Month

10 days - 1 - 7 years of service	.84
15 days - 8 - 14 years of service	1.25
20 days - 15 - 25 years of service	1.67
25 days - 25 years of service or over	2.10

C. Vacation Scheduling

1. Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the Board's work requirement.
2. System seniority shall govern the order in which employees are scheduled for vacation.

3. Requests for vacation days must be made in writing to the building principal three (3) work days in advance.
- D. Holidays - When a holiday falls during the scheduled vacation of any employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.
- E. Vacation Pay - Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- F. Vacation Pay upon Termination - When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- G. Vacation Postponement - If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the Board shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time. If rescheduling is impossible, then the vacation may be accumulated or paid in cash.
- H. Accumulated vacation time in excess of four weeks must be used prior to September 30 each year; if not, payment for it will be made in October of the same year.

#### ARTICLE 21 - PHYSICAL EXAMINATIONS

- A. When information which pertains to the member's physical or psychological ability to perform his/her duties or which may have a direct impact on the physical safety and welfare of the member, fellow employees or the students comes to the attention of the Superintendent or designee, the following procedures will be implemented:
1. The Superintendent or designee will investigate to determine if the matter is to be dropped or pursued.
  2. If the Superintendent or designee determines to pursue the matter, the Superintendent or designee will personally schedule and hold a conference with the member to discuss the information received and possible resolution of the matter. When scheduling the conference with the member, the Superintendent or designee will share the nature of the information with the member and advise the member that he/she may have OAPSE Local and/or legal representation present at the conference.
  3. Subsequent to the conference, if the Superintendent or designee determines the matter remains unresolved, the Superintendent or designee will implement one or more of the following:

- a. Determine that no further action is needed at this time.
  - b. Advise the member to see his/her personal physician and/or make a self-referral to the employee assistance program.
  - c. At Board expense, require the member to have a physical and/or psychological examination. The member may choose from among a list of at least three physicians provided by the Superintendent or designee. The selected physician is to send a written statement to the Superintendent or designee certifying that the member is or is not competent to perform his/her duties and does or does not present a threat to the safety of the member, fellow employees or students. If the physician's statement is in dispute by either party, an additional opinion will be obtained at Board expense from a physician mutually agreed to by the examining physician and the employee's physician of choice. Where the question of competency remains at issue, a third opinion will be obtained at Board expense from a physician mutually agreed to by the two previous Board-paid examining physicians. The majority opinion will be binding.
4. Any and all information obtained relative to a member's physical or psychological condition shall remain confidential to the Superintendent or designee, the Board attorney, and confidential support staff of the district office, except that the Superintendent or designee may utilize the information obtained as the basis of a recommendation or recommendations, with regard to the member's discipline, employment status or contract. Such confidential information may be disclosed to the Board of Education or to any other individual who has responsibility for decisions regarding the member's discipline, employment status or contract.
  5. Refusal of the member to participate in the conference or submit to such examinations shall be deemed a matter of employee discipline.

#### ARTICLE 22 - EMPLOYEE EXPENSES AND MATERIALS

- A. Tools - The Board of Education agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties as determined by the Board of Education.
- B. Safety Equipment - Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the Board agrees to furnish such equipment as determined by the Board of Education.
- C. Employees of the bargaining unit shall be granted professional leave and shall be reimbursed for job-related seminars and workshops only if prior approval for attendance is granted by the Superintendent or designee.

## ARTICLE 23 - EMPLOYEE RIGHTS

### A. Personnel Files

1. The personnel file of each employee shall be maintained at the Board of Education's central administration office. Principals and district office administrators who have supervisory responsibilities for members may maintain anecdotal notes on individual members. Said anecdotal notes may not be used in a member's disciplinary hearing nor entered into a member's official personnel file unless the member has been made aware of the contents of anecdotal notes at least forty-eight (48) hours in advance of the disciplinary hearing or the addition of such items to the official personnel file. All rights as provided for in this provision shall apply to anecdotal notes as well as other recorded information.
2. Employees shall be provided with copies of any written material before it is placed in the employee's personnel file. The employee shall be given an opportunity to prepare a written response to such material. The written response shall be attached to the material.
3. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the Board of Education when actually necessary in the proper administration of the Board's affairs or the supervision of the employee, except as provided by the Ohio Public Records Law.
4. Any person who places written material in an employee's file shall sign the material. Any written materials placed in a personnel file shall indicate the date of such placement.
5. All derogatory materials shall be removed from the employee's personnel file after remaining in the file for a period of five (5) years except that derogatory materials more than five (5) years old shall remain in the file if there has been a recurrence of the type of behavior to which the derogatory material relates within the preceding five (5) years. Sexual harassment, similar conduct or inappropriate relationships/communications with students shall remain as a permanent document in the employee's file and shall not be removed upon request. No derogatory materials removed from an employee's personnel file under this section shall be used in any disciplinary action against the employee. Removed materials shall be kept or destroyed in accordance with the Ohio Public records Law. This paragraph does not apply to evaluations.

This paragraph would be in effect for all derogatory materials placed in an employee's file after June 30, 2012. All prior derogatory materials placed in an employee's file to this date will remain in the file for three (3) years as stated in the prior agreement.

- ### B. Evaluation - No evaluation of any employee shall be placed in any personnel file without an opportunity for a meeting between the employee and the evaluator. An evaluation shall be made based upon observation and knowledge of the evaluator. The

employee shall have the right to review and respond to any written evaluation. The employee may appeal an evaluation through the chain of command up to the level of the Superintendent or designee.

- C. A group consisting of a maximum of three representatives of this bargaining unit shall be permitted one annual meeting with the Superintendent and persons of his/her choosing to discuss matters of interest to the unit or its members.

#### ARTICLE 24 - MILEAGE

- A. Any employee in the bargaining unit required to use his/her vehicle on Board of Education business shall be reimbursed at the rate established by the Internal Revenue Service.

#### ARTICLE 25 - ORGANIZATIONAL RIGHTS

- A. OAPSE Rights - OAPSE shall have the following rights in addition to the rights contained in any other portion of this Agreement:
  - 1. The right of access at reasonable times to areas in which employees work.
  - 2. The right to use without charge, Board of Education bulletin boards, mailboxes, and the use of the school mail system and other means of communication for the posting or transmission of information or notices concerning OAPSE matters.
  - 3. The right to be supplied with, upon request, a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement and annually thereafter. The roster shall indicate the employee's present classification and primary job site.
  - 4. The right to receive two (2) copies of any budget or financial material adopted by the Board of Education, upon request.
- B. Distribution of Contract - Within thirty (30) days after the execution of this contract, The Board of Education shall provide the Local President sufficient copies of this contract for every employee of the bargaining unit. The cost of reproduction shall be shared equally by the Board and the Local. All new hires to the district shall be provided with a copy of this Agreement by the Board without charge at the time of employment. Sufficient copies of any written changes agreed to by the parties of this Agreement during the life of this Agreement shall be given to the Local President.

#### ARTICLE 26 - LAYOFF AND RECALL

- A. All bargaining unit classifications and positions shall be filled by employees of the Board.

- B. When the Board determines it is necessary to reduce the number of employees in a job classification for any reason, the following procedure shall govern such layoff:
1. The number of people affected by reduction in the force in a classification will be kept to a minimum by not employing replacements insofar as practicable of employees who resign, retire or otherwise vacate a position.
  2. Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. An authorized leave of absence for illness or injury does not constitute an interruption in continuous service. In the case of identical seniority, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.
  3. Members of this bargaining unit in the classifications of Head Cook or Head Custodian may displace members of Local 568 and members in the classification of Transportation Student Route Coordinator may displace members of Local 205, in the event of layoff or job elimination in the bargaining unit represented by Local 727, OAPSE. The Local 727 bargaining unit members may only displace the least senior employee in a classification they previously held on their own shift provided the employee being displaced has less district seniority than the 727 member. If there is no less senior employee on the same shift as the 727 member, the 727 member may displace the least senior employee on the next shift provided the employee being displaced has less district seniority than the 727 member and so on for the third shift.
- C. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:
1. Head Cook
  2. Head Custodian
  3. Transportation Student Route Coordinator
- D. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any permanent employee in that classification is laid off.
- E. Ten (10) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
1. The effective date of layoff

2. A statement advising the employee of their rights of reinstatement from the layoff
- F. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and names of all employees employed for a probationary period shall be placed on the reinstatement list in the reverse order of layoff. The names of all other employees shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
  - G. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.
  - H. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

#### ARTICLE 27 - DISCIPLINARY ACTION

- A. Each newly hired or promoted employee shall serve a probationary period of nine (9) working months. During the first three (3) months, an employee shall not be terminated, except for just cause, which shall be defined as incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the rules of the civil service commission, or any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in office.
- B. After the successful completion of the probationary period, employees of the bargaining unit may only be disciplined or discharged for just cause, which shall be defined as incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the rules of the civil service commission, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes but is not limited to dismissal, demotion or suspension.
- C. Normally, an employee subject to disciplinary action shall be given a verbal reprimand as a first step. Usually, the disciplinary procedure will proceed under normal circumstances as follows:
  1. Verbal Reprimand in Written Form
  2. Written Reprimand

3. 1 – 3 Day Suspension
4. 3 – 5 Day Suspension
5. Termination

However, if, in the opinion of the Superintendent or designee, such behavior of the employee warrants suspension or termination, said suspension or termination shall proceed.

- D. Each employee shall be entitled to have the OAPSE Field Representative or designated member of the bargaining unit at any disciplinary or fact-finding hearing. Each employee shall receive notice in writing, forty-eight (48) hours in advance of the purpose of any such hearing or fact-finding hearing from which disciplinary action may arise. It shall be stated in the written notice that the employee has the right to notify the OAPSE Field Representative or designated member of the bargaining unit of the hearing or fact finding, if the employee so desires.
- E. No prior act shall be considered in employee disciplinary proceedings unless the employee was warned, reprimanded or otherwise disciplined for such prior act.

#### ARTICLE 28 – GRIEVANCE PROCEDURE

- A. Definition- A grievance is a written claim by a member based upon an alleged misinterpretation or misapplication of the provisions of this agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- B. Procedure - Grievances shall be handled in the following manner:
  1. The written grievance must be initiated at Step Two within twenty-five (25) calendar days of the date of its alleged occurrence.
  2. Step One - A member may present directly or through his/her building representative, his/her potential grievance to his/her immediate supervisor. The potential grievance shall be submitted orally. If the potential grievance is not satisfactorily adjusted informally, the process may proceed to Step Two.
  3. Step Two - An aggrieved employee may present directly or through his/her building representative, his/her grievance to his/her immediate supervisor in writing. If the grievance is not satisfactorily adjusted within five (5) work days after the submission of the grievance, the immediate supervisor within five (5) work days after the submission of the grievance shall reduce to writing his/her response to the grievance. Written response to the grievance shall be submitted to the aggrieved party and the building representative. The grievant may elect representation by the OAPSE Field Representative or designated member of the bargaining unit at Step Three and above of the grievance procedure.

4. Step Three - If the grievance is not satisfactorily adjusted by the immediate supervisor, or if the immediate supervisor fails to respond in accordance with Step Two, OAPSE may submit the grievance in writing to the next level of supervision within five (5) work days of the response from the immediate supervisor or within five (5) work days after the immediate supervisor fails to respond in accordance with Step Two. Within five (5) work days after the receipt of the grievance at Step Three, the next level of supervision shall hold a meeting at which the grievant and building representative and immediate supervisor of the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the building representative shall be notified in writing of the response at Step Three within five (5) work days after the meeting.

A grievance may be initiated at Step Three when the subject is not within the realm of responsibility or control of the immediate supervisor, Principal or District Supervisor. A grievance must be filed in writing within twenty-five (25) calendar days of the occurrence and the procedure stated for Step Three above shall apply except that the Superintendent or designee may refer the grievance back to Step One or Two. If the grievance is referred back to Step One or Two, the procedures stated for those steps shall be followed except the twenty-five (25) calendar day limitation shall be determined by the date of original filing at Step Three.

5. Step Four - Mediation - In the event that the grievance is not satisfactorily adjusted at Step Three, the grievance shall be submitted to Mediation. Notice shall be given to the Superintendent or his/her designee within five (5) work days of the receipt of the response at Step Three. The Federal Mediation and Conciliation Service shall be requested to appoint one of its Mediators to conduct the mediation conference. The mediation conference will be scheduled at the earliest date that the Mediator, the parties and their representatives are available. The mediation conference shall be conducted formally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.
6. Binding Arbitration - In the event that the grievance is not satisfactorily adjusted at Step Four, OAPSE may submit an intent in writing to the Superintendent or designee that the grievance be submitted to binding arbitration. The request shall be made within five (5) work days of the conclusion of mediation. The parties shall select a mutually acceptable arbitrator from lists to be developed by the Federal Mediation and Conciliation Service. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service.
7. The costs of binding arbitration shall be borne equally by the Board and the Local.
8. The opinion of the arbitrator shall be binding upon the Board of Education and the Local.

9. At the option of either party, the provisions of this Article 28 B., procedure, may be reopened for bargaining between June 1, 2013, and July 31, 2013 in accordance with Article 16.

#### ARTICLE 29 - WORKERS' COMPENSATION

- A. The Board will provide Workers' Compensation coverage to the members in accordance with the applicable Ohio statutes. Any member who sustains an injury or has a claim covered by the Ohio Workers' Compensation statutes shall:
  1. In compliance with Ohio H.B. 308 complete and submit to his/her immediate superior an Employee Accident Report Form.
  2. Secure treatment from one of the Mercy Medical Centers as listed on the employee accident report form if medical treatment outside of the assigned work area is needed.

The Mercy Medical Center will complete and file appropriate Workers' Compensation medical claim forms, and take care of all billing to Workers' Compensation. There will be no out-of-pocket expenses to the member when treated for an injury or claim covered by Workers' Compensation at the Mercy Medical Center. In addition, and as needed, the Mercy physicians will confer with the member's private physician to ensure appropriate treatment and follow-up.

If so desired, members may consult with and/or visit their private physician following the initial contract with a Mercy Medical Center. When doing so, the member should inform the private physician of the job-related injury.

Members filing a claim for lost wages through Workers' Compensation must secure and complete the appropriate wage loss claim form. Forms are available through the Treasurer's Office.

#### ARTICLE 30 - JURY DUTY

- A. Permission to be absent from school for jury duty will be granted by the Superintendent or designee upon written notice of the employee receiving a summons or subpoena, excluding litigation and other matters in which the employee has a personal interest and the Board is not involved, and/or being selected for jury duty. Notification shall include the dates and time. The employee will receive his/her regular day's pay from the Fairfield Board of Education. The employee will not be reimbursed by the Board of Education for any other expenses of jury duty. If an employee is released from jury duty prior to 11:00 A.M., he/she will report to work for the remainder of the shift.

- B. The employee is required to call in his/her absence for a substitute when he/she is to serve on jury duty. Time taken off for jury duty shall not be charged against sick leave accumulation.

#### ARTICLE 31 - OAPSE LEAVE

- A. The Board agrees to permit duly authorized delegates of OAPSE 727 a leave of three (3) days each to attend the OAPSE Annual Conference with continuity of salary up to a maximum of six (6) days.

#### ARTICLE 32 - HOURS AND OVERTIME

- A. The work week shall consist of five (5) consecutive days and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the School District.
- B. The length of the work day shall be designated by the Board for each classified assignment. Each bargaining unit employee shall be assigned an hourly rate and assigned hours shall be stipulated within their annual notification of salary.
- C. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1 ½) the regular rate of pay of the employee. Overtime is defined to include any regular time worked in excess of forty (40) hours in any calendar week. Holidays, calamity days, jury duty, and professional leave shall be considered hours worked for the purpose of overtime. (Consistent with 205, 378, 568)
- D. All hours worked on Sunday shall be compensated at time and one-half (1 ½) the employee's regular rate.
- E. All hours worked on paid holidays, designated by this contract, shall be compensated at time and one-half (1 ½) the regular rate of pay in addition to the employee's regular holiday pay.
- F. Any employee called into work on a day when the employee is not scheduled to work shall receive pay at the overtime rate for a minimum of two (2) hours or actual time spent, whichever is greater.
- G. Any employee called to return to work after his/her regular assignment shall receive pay at the overtime rate for a minimum of two (2) hours or actual time spent, whichever is greater.
- H. Head custodians performing building checks shall receive pay for a minimum of two (2) hours at straight time or actual time spent at the overtime rate, whichever is greater

- I. If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the Board shall arrange to allow sufficient time for such voting by the employee.
- J. Any employee in the bargaining unit whose regularly assigned work shift commences on or after 3:00 P.M. shall receive \$.16 above regular rate of pay for all hours worked during the shift schedule. Any employee whose regularly assigned shift commences on or after 11:00 P.M. and prior to 6:00 A.M. shall receive \$.29 above regular rate of pay for all hours worked during the scheduled shift.
- K. Overtime shall be distributed in order of bargaining unit seniority within the classification and building or work area by a rotating list. If the employee with the greatest bargaining seniority elects to refuse the overtime assignment, it shall be offered to employees in the bargaining unit in descending order of seniority until the assignment is made. Refusal by a senior employee in the bargaining unit of any overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment in order of seniority. The least senior employee(s) must accept the overtime assignment. An employee refusing overtime shall be charged with the hours that would have been worked had he/she accepted the overtime offer.
- L. Requests for services of a Head Cook and/or Head Custodian which are to be performed at a location other than the currently assigned building of any currently assigned Head Cook or Head Custodian and which are received by the Support Services Supervisor or Supervisor of Buildings and Grounds, respectively, forty-eight (48) hours or more in advance of the requested services shall be assigned to the Head Cook and/or Head Custodian next in order on a rotating seniority list. In the case of food preparation, the food is to be prepared in the assigned Head Cook's kitchen, unless this causes an added expense to the party paying for the service. In such cases, the assigned Head Cook will be required to work out of the nearest kitchen, or to decline the assignment. If the request is received less than forty-eight (48) hours in advance of the event or the assigned Head Cook/Head Custodian gives less than forty-eight (48) hours notice that he/she is unable to perform the assignment, the appropriate supervisor shall assign the work to the most available Head Cook and/or Head Custodian.
- M. **Pyramiding of premium and/or overtime:**  
The allowance of overtime or premium payment on any time for which an employee receives overtime or premium compensation eliminates that time from consideration for overtime or premium payment on any other basis. If the time worked falls under two or more overtime and/or premium pay classifications the higher rate shall prevail except that shift differential and classification pay for work in a higher paying classification are not premium pay and shall be included in determining overtime or premium payments under this agreement.

## ARTICLE 33 - SAFETY

- A. The Board of Education will comply with the standards of Ohio H.B. 308 in providing a safe work environment, including the utilization of safety committees and procedures. Safety committees will include representation from Local 727.

B. No Smoking Policy

The members will comply with Policy GBK of the Fairfield Board of Education and in addition the following shall apply:

1. Members must move off school grounds and out of sight from school property to smoke.
2. Although the Fairfield City School District requests cooperation of bargaining unit members in enforcing the "No Smoking" Policy, members of the bargaining unit are only required to bring violations of this policy to the attention of the administrative or security personnel.
3. Any bargaining unit member violating the "No Smoking" Policy will be given a verbal warning and referred to the Employee Assistance Program for an individual counseling session (at no additional cost to the Board) for the first offense. Violations of this policy beyond the first offense will be dealt with on a case-by-case basis.

C. Drug Free Workplace

The requirements of the Federal Drug Free Workplace Act shall apply to the members of the bargaining units, including the following:

1. No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law, in the workplace.
2. "Workplace" is the site for the performance of any work done in connection with the District. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.
3. As a condition of employment, each employee shall notify his/her supervisor, in writing, of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

4. Employees will be given a copy of the standards of conduct and the statement of disciplinary sanctions and will be notified that compliance with the standards of conduct is mandatory. Employees who violate the policy shall be subject to administrative regulations, local, state and federal laws and/or the negotiated agreement, up to and including termination. Any employee in violation of this policy may be required to participate in a drug abuse assistance or rehabilitation program approved by the Board.
  5. Employees will be provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.
  6. Annually, employees will receive a list of local drug and alcohol counseling, rehabilitation and re-entry programs and services which are available in the community. Lists will also be available in the central office.
- D. No employee shall be in any way discriminated against as a result of reporting anything believed to be in violation of this article.

#### ARTICLE 34 – PROFESSIONAL LEAVE

- A. Professional Leave shall be defined as leave for attendance at a professional meeting of a relatively short duration such as conferences, workshops, seminars, or other professional growth opportunities which develop professional growth based on district, building, and student needs.
- B. The request for professional leave shall be submitted on the approved form in the appendix and submitted to the immediate supervisor. The immediate supervisor will confer with the building principal as to the relevance of the request. The principal will recommend approval/disapproval and submit the form to the Superintendent or designee. The request for professional leave must be date stamped in the Superintendent or designee" office at least five (5) days in advance of the requested leave in order to be approved.
- C. Professional Leave may be approved if:
  1. The request directly relates to the individual's duties and is designed to improve performance in their daily duties, and
  2. The administration deems such request necessary, and
  3. Money is available in the building budget.
- D. Reimbursement for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized based on available finances.
- E. Attendance is required at the professional meeting or activity for which professional leave has been approved.

- F. The number of members on professional leave/personal leave in a building on any one day may be restricted to a number equal to five (5) percent of each classification of the building.

#### ARTICLE 35 - SICK LEAVE

- A. All members of the bargaining unit shall be entitled to fifteen (15) days sick leave with pay per year, which shall be credited at the rate of one and one fourth (1 ¼) days per month, accumulated to a maximum of 330 days.
- B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for such absence due to illness, injury or death in the employee's immediate family. Sick leave may not be used to be gainfully employed by another employer during the hours the employee is scheduled to work for the Board.
- C. Any accumulated sick leave of a person separated from any other public service shall be transferable pursuant to State statute.
- D. Employees who render part-time service shall be entitled to sick leave for the time actually worked at the rate of the full-time employee.
- E. For the purpose of the foregoing, immediate family consists of the employee's spouse, employee's parents, spouse's parents, children, sisters, brothers, grandparents, grandchildren, stepparents, stepchildren, spouse's grandparents, and family members residing in the employee's household. For the purposes of bereavement members may use up to two (2) days per year for any family member, good friend, or neighbor. These days may be used in one-quarter (1/4) day increments. The two (2) day bereavement limitation may be waived by the Superintendent or designee. The following relationships are not subject to the annual paid bereavement leave limits: employee's spouse, employee's parents, and employee's sister, brother, children/stepchildren and other persons living in the same household. Undocumented absences will count towards the number for excessive use of sick leave.
- F. In the event of illness that renders an employee of this bargaining unit unable to perform his/her duties, the employee is to report his/her absence to his/her appropriate supervisor.
- G. Sick days can be used only in increments of full day, 3/4, 1/2 and 1/4 days. (Appendix A)
- H. Excessive Use of Sick Leave
  - 1. The excessive use of sick leave is defined as the use of sick leave without supporting medical documentation from a physician or other appropriate licensed health care provider or bereavement documentation for eight (8) or more days in the fiscal year (July 1 – June 30).

2. When the eighth (8<sup>th</sup>) sick leave day has been used the Business Office, the Superintendent or designee will audit the previous incidences for supporting documentation. In the event that no documentation has been received, it will be considered a pattern of excessive use of sick leave.
3. If the Superintendent or designee believes a pattern of excessive use of sick leave exists, the employee may be subject to progressive disciplinary action (see Article 27).

#### ARTICLE 36 - SEVERANCE PAY

- A. An employee eligible for retirement in accordance with pertinent sections of the Ohio Revised Code and who retires as an employee in regular status with the Fairfield Board of Education, shall be granted severance pay at the rate of one half (1/2) of their accrued but unused sick leave credit up to a maximum of 107.5 days based upon the employee's documented sick leave credit and his/her daily rate of base pay when last employed by the Fairfield Board of Education.
- B. Any employee who dies while on active service or any Board approved leave of absence will be deemed to have retired the date before death, and one half (1/2) of accrued but unused sick leave credit up to the maximum days specified herein will be paid to the estate of the employee.
- C. For the retirees of June 30, 2003 and thereafter, members may select from among the following options in regards to the issuance of their severance pay:
  1. For members who do not currently have an active 403(b) plan and who do not wish to establish an active 403(b) plan, all severance pay, if any, will be issued to the employee within thirty (30) days of retirement.
  2. For members who do have a currently active 403(b) plan, members will have all their severance pay, if any, and all of their additional severance pay, directed into a 403(b) plan utilizing Section 403(b)(3) of the law.
  3. Anything exceeding current annual limit allowable under the Code will be contributed as follows: if the amount of severance pay exceeds the current annual limit allowable under the Code, current annual limit allowable under the Code will be paid in January of the year following retirement and the remaining severance will be paid in January of the subsequent year. The Fairfield Board of Education reserves the right to extend the contributions up to the allowable five (5) year stretch out provisions allowed by Section 403(b)(3).
  4. The Code is defined as: the Economic Growth and Tax Relief Reconciliation Act of 2001 ("ECTRRA") amended Section 403(b)(3) of the Internal Revenue Code of 1986.

## ARTICLE 37 - UNPAID LEAVES OF ABSENCE

### A. Day(s) Without Pay

1. Members may apply for and be granted up to two (2) aggregate days without pay per work year contingent upon the following:
  - a. The member has exhausted his/her personal days.
  - b. A day or partial day without pay cannot be used the day before or after a holiday.
  - c. A day or partial day without pay cannot be used by the member to be gainfully employed by another employer during the hours an employee is scheduled to work for the Board.
  - d. Members must submit a day without pay form to the building principal/immediate supervisor at least three (3) days in advance of the requested day(s) (See Appendix C for form).
2. Days without pay may be used only in one-half ( $\frac{1}{2}$ ) or full day increments.
3. Requests for days without pay in excess of an aggregate of two (2) days per work year must be made in writing to the Superintendent or designee.
4. Days taken without pay not approved by the building principal, immediate supervisor and/or Superintendent or designee will be considered as absent without leave and subject to discipline.

### B. Long Term Unpaid Leave of Absence

1. Upon written request (Appendix D) by the member to the Superintendent or designee, the Board of Education may grant an unpaid leave of absence for a period of not more than two (2) years for educational, professional or other reasons. Upon written request and written verification by the employee's physician, the Board of Education shall grant an unpaid medical leave of absence where illness or other disability is the reason for the request, for a period of not more than a total of two (2) years for the same illness or disability.
2. While on any form of leave of absence in excess of sixty (60) consecutive calendar days, all health benefits, vacation and sick day accruals cease sixty (60) days after the effective date of the leave request, provided, however, that health and dental benefits shall remain in effect during a medical leave of absence due to an injury sustained in the course of his/her employment by the Board for a maximum period of two (2) years during the job related medical leave of absence. Where health benefits have ceased during a leave of absence, an employee may continue said benefits on a self-pay basis, if permitted by the benefit plan.

3. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for that purpose of replacing the returning employee while he/she was on leave.
4. If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.

C. Family and Medical Leave Act

The provisions of the Board Policy and related regulations regarding the Family and Medical Leave Act (Board Policy GBR and Regulations GBR-R) as they exist upon the effective date of this agreement shall apply to the member of the bargaining units. Such policy will be maintained in the files of the Local President and the Superintendent or designee.

ARTICLE 38 - PERSONAL BUSINESS LEAVE

- A. A member by contract is permitted three (3) paid personal leave days each school year. A personal leave day is defined as a day to transact business or other personal matters that are not covered by the sick leave policy or cannot be done outside the workday. On days immediately before or after a holiday, personal leave days may only be used if needed because of emergency conditions affecting the member. Members may not use personal days to be gainfully employed by another employer during the hours the employee is scheduled to work for the Board. Members who request personal business days during the months of May and June must indicate in writing their reason for making the request and approval of the day(s) will be at the sole discretion of the Superintendent or his/her approved designee.
- B. No more than one person per classification, per building, per shift will be permitted to use personal leave on any given day.
- C. Requests for Personal Leave (Appendix B) must be submitted to the Building Principal two (2) work days in advance of the requested date. The two (2) days may be waived by the Building Principal.
- D. A personal leave day may be used in one-quarter (1/4) day increments.
- E. Unused personal days will be converted to sick days at a rate of one (1) sick day per one (1) unused personal leave day.

### ARTICLE 39 - CLASSIFICATION PAY

- A. The Board agrees that if any employee is required to perform work in another classification, such employee shall receive their regular rate or the rate of the other classification, whichever is higher.
- B. Any such assignment must be performed for a period of three (3) consecutive days of compensation in order to qualify for higher classification rate of pay.
- C. In the event an employee meets the requirements set forth above, the rate of pay will be calculated from the first day of working in the higher rated classification.
- D. Members accepting additional work outside of his/her normal annually scheduled obligations and outside of his/her assigned classification will be compensated at the substitute rate of the classification within which the member agrees to work.

### ARTICLE 40 - SENIORITY DEFINITIONS

- A. System Seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire.
- B. Department Seniority shall be defined as the length of employment by an employee in a particular department as computed from the employee's most recent date of entry into such department.
- C. Job Classification Seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classification shall correspond with the job classification set forth on the salary schedule as published by the Board of Education.
- D. Seniority within classification will prevail at all times.
- E. Any employee who changes classification will only have Job Classification Seniority in the new classification and will start seniority as of the date of transfer.
- F. Job Classification Seniority shall be considered in work assignments for new openings within a classification. This consideration will be done if at all possible and all parties are equally qualified.
- G. When a member is on approved leave for periods of thirty (30) consecutive calendar days or less, seniority shall not be affected. Seniority shall not accumulate during approved leaves exceeding thirty (30) consecutive calendar days except those which are for medical leave.

## ARTICLE 41 - TRANSFERS AND PROMOTIONS

- A. When a vacancy occurs in a classification or an assignment, it shall be posted in a conspicuous place in each building for a period of three (3) working days and a copy will be sent to the OAPSE President. Any employee in the posted classification, who has completed the required probationary period in his/her current classification, may request the vacant position in writing. Such application must be received in the Business Office by the close of the work day (4:00 p.m.) on the third (3<sup>rd</sup>) work day of the posting period.
- B. The employee with the highest seniority date within the same classification who applies for a vacant position as specified in Subsection A of this article will within five (5) days after the close of the posting be given the opportunity to spend up to one (1) day of released time at the site of the intended transfer prior to making his/her final decision to accept or reject the position. During the released time, the applicant is to tour the building, meet with the current head custodian/head cook, building administration, staff, etc. Within twenty-four (24) hours following the conclusion of the released time visit, the applicant is to report his/her acceptance or rejection of the position to the Superintendent or designee. Following a rejection by the member, the next most senior applicant will be afforded the same released time opportunity as described above.
- C. Any position not filled through this procedure may be filled with a new employee or the promotion of an existing employee in accordance with Civil Service Law.
- D. In the case of promotions to a new classification, seniority will be maintained in the employee's previous classification until the probationary period is complete. Seniority in the new classification will then date back to the first day promoted.
- E. Any employee may bid on a lower paying job or on jobs with fewer hours. The pay rate will be the level bid or posted and not the employee's previous level.
- F. When a vacancy occurs in the position of Support Services Supervisor, Supervisor of Buildings and Grounds, Assistant Supervisor of Buildings and Grounds or Transportation Coordinator, a notice of the vacancy will be posted and members of this unit who apply in writing will be given consideration.

## ARTICLE 42 - CHECK-OFF AND ORGANIZATIONAL SECURITY

- A. OAPSE shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the Board of Education. The Board authorizes the Treasurer to make payroll deductions for insurance premiums, credit union deposits, political contributions and tax sheltered annuities if requested by members. Deductions will only be made for companies or organizations that have a minimum of one percent (1%) of the district's employees enrolled. The company designated may be required to execute a reasonable agreement protecting the district from any liability.

However, the Treasurer will not be involved in completing claims, forms, etc. but rather deduct the premiums and send same to the appropriate party.

- B. Payroll membership dues deductions shall be continuous and shall be revocable once during the term of this contract by written notice to the Treasurer, delivered during the ten (10) days prior to August 31, 2013. Payroll membership dues deductions for which the Treasurer has received written notice of revocation during the ten (10) days prior to August 31, 2013 shall be terminated effective September 1, 2013.
- C. The Board agrees not to honor any membership dues deduction by any employee of the bargaining unit, in favor of any other labor organization unless determined otherwise by a secret ballot election.
- D. Individual authorization forms shall be furnished by OAPSE and, when executed, shall be filed by the Local Treasurer with the Board Treasurer.
- E. A member shall have the option to have dues deducted anytime they wish to join but those requests must first be initiated with the Local Treasurer. All requests for new deductions must be submitted to the Treasurer of the Board by the first day of each month. The Treasurer of the Board will enter the requested payroll deduction into the computer at the earliest possible date. The amount of the annual dues, including local dues, shall be clearly stated upon each member's dues authorization.
- F. The Board's Treasurer shall immediately notify the Local Treasurer if any member revokes his/her dues authorization.
- G. All dues collected by the Treasurer of the Board will be forwarded to State OAPSE each month accompanied by a list of dues paying members.
- H. The local Association will assume full responsibility for its financial obligations to the State OAPSE organization and hold the Board harmless.
- I. The local Association Treasurer must have a complete list of all current employees requesting deductions to the Treasurer of the Board by the end of the third week in September in order to meet an October beginning date for deductions. Deductions will begin on the first pay period in October and will continue through the first pay period in June, being divided equally among pay periods in this interval.
- J. Right to Fair Share Fee
  - 1. Payroll Deduction of Fair Share Fee  
The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Union, a fair share fee for the Union's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining. Nothing contained in this Article or contract shall be construed to require that any employee become a member of the Union or any of its affiliates.

2. Notification of the Amount of Fair Share Fee  
Notice of the amount of the annual fair share fee shall be transmitted in writing by the Union to the Board Treasurer on or before September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Union on the same schedule as Union membership dues deductions are transmitted.
3. Schedule of Fair Share Fee Deductions
  - a. All Fair Share Fee Payers  
Payroll deduction of such annual fair share fees shall commence each year on The first pay in October in the same manner as union dues. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date for which membership dues are made on or after the later of sixty (60) days' employment in a bargaining unit position or October 1.
  - b. Upon termination of Membership During the Membership Year The Board Treasurer shall, upon written notification from the Union that a member has terminated Union membership, commence the deduction of the fair share fee with respect to the former member on the first pay date for which membership dues deductions are made occurring on or after thirty (30) days from the receipt by the Board Treasurer of the written notice of termination of Union membership.
4. Transmittal of Deductions  
The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
5. Procedure for Rebate  
The Union represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
6. Entitlement to Rebate  
Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.
7. Board Responsibility and Indemnification by Union  
It is specifically understood that the only responsibility the Board assumes is to deduct the fair share fees in the amount specified by the Union and to forward such

fair share fees according to the terms of this Article. The Union agrees to save the Board, its agents, employees and officials, harmless from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense of any action or inaction, claimed or otherwise, to which the Board may be liable by virtue of the provisions of this Article.

#### ARTICLE 43 - CALAMITY DAYS

- A. Calamity days shall be defined as any closing of the school system or building due to inclement weather, epidemic or conditions that render the school system or building unfit for use by students on a given day.
- B. No member of the bargaining unit shall lose wages as a result of a calamity day(s). Any member required to work on a calamity day shall receive double time for the actual time worked. If the time actually worked is less than eight (8) hours, the difference between eight (8) hours and the actual time worked shall be compensated at the regular rate.

#### ARTICLE 44 - JOB DESCRIPTIONS

- A. Each member of the bargaining unit shall be given a job description.

#### ARTICLE 45 - PAY PERIODS

- A. Members are to be paid as per schedule attached on page 32.
- B. The number of pays for all employees within the bargaining unit shall be twenty-six (26) per contract year.
- C. All employees shall participate in direct deposit.
- D. All employees must use electronic notification (email) for pay stubs by January 1, 2013. Board agrees to provide access and assistance to employees in the bargaining unit during this transition.

#### ARTICLE 46 - ECONOMIC PROVISIONS

- A. Wage schedules for employees are as shown herein for the periods stated except that no service increment adjustment will be made for school years 2012 – 2013 and 2013 - 2014. Wages, insurance benefits, and severance pay shall be subject to a bargaining reopener for the 2014 – 2015 contract year.

ARTICLE 47 - HEALTH, DENTAL, EAP, LIFE INSURANCE

- A. Health and dental benefits will be provided by the Board as follows:
1. For the purposes of health and dental benefits full-time members are those who are regularly scheduled to work more than four (4) hours per day and part-time members are those who are regularly scheduled to work four (4) hours or less per day.
  2. For part-time members who are employed at the time of the execution of this contract (7/1/08) the Board shall pay forty-two and one-half percent (42.5%) of the cost of health and/or dental benefits if the other fifty-seven and one-half percent (57.5%) is paid by the part-time employee.
  3. The Board will provide no health or dental benefits for any part-time (four [4] hours or less) members hired after the execution of this contract (7/1/08). Such members have the option to participate in the Board's health/dental benefit plans at their own expense.
- B. Dental Benefits
1. The Board shall provide dental benefits as outlined in the Butler Health Plan (BHP) Dental Benefit Plan as adopted or amended from time to time by the Trustees of BHP.
  2. The Board will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the premium for either a single, single plus one or family plan. Effective January 1, 2013, the Board will pay ninety percent (90%) and the employee will pay ten percent (10%) of the premium for plans previously described.
  3. Enrollment in the dental plan is as required in the BHP plan.
- C. Health Benefits
1. The Board shall provide health benefits as outlined in the then current Butler Health Plan (BHP) as adopted or amended from time to time by the Trustees of BHP.
  2. The Board will pay eighty percent (80%) of the annual premium for a single, single plus one, or family plan and the member will pay twenty percent (20%) of the annual single, single plus one, or family premium.
  3. Enrollment in the health plan is described in the current benefit plan book.

D. Payment in Lieu of Health Benefit

Members who are eligible for Board paid health benefits as of January 1 in any year, either as the primary plan holder or as a dependent of a primary plan holder employed by the Fairfield City School District, and elect not to participate in and who are otherwise not included in the Board paid health benefit program, and who do not participate in the health benefit program continuously from January 1 through December 31 of the following year, will be paid an annual stipend of five hundred dollars (\$500.00) payable the last pay period in January in that following year. Members who otherwise meet the above-stated eligibility requirements and retire or resign on or after June 1 but prior to August 31, will be eligible for the stipend, which will be paid in the member's final pay-off.

Members who re-enroll for Board paid benefits after January 1 or who first become eligible to enroll for Board paid health benefits after January 1 but do not enroll will be paid a stipend of 1/12 of the annual amount for each complete calendar month they were not participants between January 1 and December 31.

E. Term Life Insurance to be maintained to \$50,000 per member for full-time employees and \$25,000 per member working four (4) hours or less.

F. Professional Employee Assistance Program

The Board will provide, at no cost to the professional employee, an employee assistance program as is currently provided through Life Management Systems or an equivalent plan.

ARTICLE 48 - CERTIFICATION PAYMENT

A. Head Cooks who provide documentation verifying completion of either or both the American School Food Service Association's Certification Program (ASFSA) or the Hazard Analysis Critical Control Point (HACCP), "ServeSafe" Program and who maintain annual membership in good standing with said association will receive an additional five cents (\$.05) per hour with either certification. The "ServeSafe" program must be approved by the State of Ohio Child Nutrition Department, or the ASFSA. Each qualifying employee would receive any pay increase authorized hereunder effective July 1 of each year. The increases stated in this paragraph will be added to the employee's hourly rate after the ratio calculations have been completed. Employee must provide written verification of annual membership to the Business Office by June 1 of each calendar year. Failure to provide such written verification by June 1 of any calendar year shall prevent the employee from receiving the hourly increase for the following salary year.

#### ARTICLE 49 - MANAGEMENT RIGHTS

- A. The Union agrees that functions, rights, powers, responsibilities and authority of the Board in regard to the management of the work force and the operation of the district not specifically limited or modified by an express provision or term of this contract shall remain exclusively those of the Board including, but not limited to, those rights and the responsibilities of public employers stated in Ohio Revised Code Section 4117.08(c) and the making, amending and enforcing of reasonable work rules and regulations which do not conflict with the expressed provisions or terms of this contract.

#### ARTICLE 50 - SAVING CLAUSE

- A. Except to the extent that this agreement may legally supersede state or federal law, any provision herein which is determined to be in violation of applicable state or federal law by a court of competent jurisdiction or by a state or federal agency having jurisdiction shall be considered severable from this agreement and no other provision of this agreement shall be affected by such determination. Any provision of this contract which may legally supersede state or federal law shall prevail.

#### ARTICLE 51 - ZIPPER CLAUSE

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement.

FAIRFIELD CITY SCHOOLS  
 HEAD COOKS AND HEAD CUSTODIANS  
Wage Schedule

<u>Step</u>	<u>Base</u> <u>7/1/2012</u> <u>(0%)</u>	<u>Base</u> <u>7/1/2013</u> <u>(0%)</u>	<u>Longevity</u> <u>Step*</u>	<u>7/1/2012</u> <u>(0%)</u>	<u>7/1/2013</u> <u>(0%)</u>
1	20236	20236	16	198	198
2	20625	20625	17	392	392
3	21019	21019	18	590	590
4	21409	21409	19	1378	1378
5	21800	21800	20	1572	1572
6	22192	22192	21	1769	1769
7	22584	22584	22	2556	2556
8	22990	22990	23	2753	2753
9	23374	23374	24	2950	2950
10	23766	23766	25	3737	3737
11	24161	24161	26	3933	3933
12	24547	24547	27	4129	4129
13	24941	24941	28	4915	4915
14	25328	25328	29	5114	5114
15	25724	25724	30	5311	5311

\* For Head Cooks the amount at any given Longevity Step is added to the Head Cook's appropriate experience step as a Head Cook not to exceed Step 15. Longevity applies to the Head Cook's total service with the school district.

For Head Custodians the longevity amount at any given Longevity Step is added to the appropriate experience step as a Head Custodian not to exceed Step 15.

	<u>Building Size</u>	<u>Ratio</u>
Head Custodians		1.65
Head Cooks	0 - 700 students	1.15
	701 - 1700 students	1.20
	1701 – and above students	1.25

**NOTE:** The entry salary for a Cook moving to Head Cook shall be calculated by the formula of Base Salary at Step 4 + (plus) Longevity Step if applicable from experience as a Cook X (times) the appropriate ratio for building size. Should the Cook moving to Head Cook have less than four (4) years of food service experience with the Fairfield City School District, that Head Cook shall be placed at the appropriate step that reflects their years of food service experience (example 1, 2 or 3).

The entry salary for a Custodian moving to Head Custodian shall be calculated by the formula of Base Salary at same experience step as Custodian + (plus) Longevity Step if applicable X (times) Head Custodian ratio.

PAY SCHEDULE

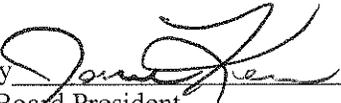
JULY 1, 2012 THROUGH JUNE 30, 2015

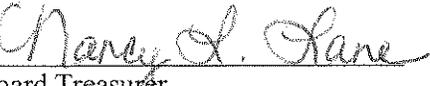
	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
JANUARY		4, 18	3, 17, 31	9, 23
FEBRUARY		1, 15	14, 28	6, 20
MARCH		1, 15, 29	14, 28	6, 20
APRIL		12, 26	11, 25	3, 17
MAY		10, 24	9, 23	1, 15, 29
JUNE		7, 21	6, 20	12, 26
JULY	6, 20	5, 19	4, 18	
AUGUST	3, 17, 31	2, 16, 30	1, 15	
SEPTEMBER	14, 28	13, 27	2*, 19	
OCTOBER	12, 26	11, 25	3, 17, 31	
NOVEMBER	9, 23	8, 22	14, 28	
DECEMBER	7, 21	6, 20	12, 26	

\* Tuesday

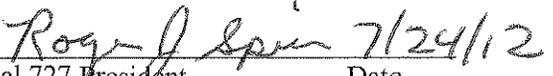
Dates from September 2, 2014 through June 26, 2015 are tentative pending outcome of future bargaining.

BOARD OF EDUCATION  
CITY SCHOOL DISTRICT

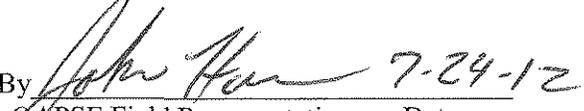
By   
Board President

By   
Board Treasurer

OHIO ASSOCIATION OF PUBLIC FAIRFIELD  
SCHOOL EMPLOYEES - LOCAL 727

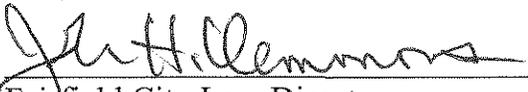
By  7/24/12  
Local 727 President Date

By  7-25-12  
Local 727 Date

By  7-24-12  
OAPSE Field Representative Date

July 12, 2012  
Date of Board Ratification

Approved as to Form:

  
Fairfield City Law Director

FAIRFIELD CITY SCHOOL DISTRICT  
APPLICATION FOR USE OF SICK LEAVE

Classified Employees

EMPLOYEE'S NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_

\*\*\*\*\*

I hereby request \_\_\_\_\_ day(s) of sick leave for following dates:  
\_\_\_\_\_ through \_\_\_\_\_  
(Beginning date) (Ending date)

\_\_\_\_\_ Bereavement leave as defined in the current OAPSE Master Contract

Check one of the following:

\_\_\_\_\_ Good friend

\_\_\_\_\_ Neighbor

\_\_\_\_\_ Family member: \_\_\_\_\_  
Name Relationship

\_\_\_\_\_ Dentist or Doctor's Appointment (Attach documentation if applicable)

\_\_\_\_\_ Illness or injury in immediate family \_\_\_\_\_  
(Name & Relationship)

\_\_\_\_\_ Personal Illness. Nature of illness \_\_\_\_\_  
(Optional)

\_\_\_\_\_ Personal Injury. Nature of injury \_\_\_\_\_  
(Optional)

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Date Submitted)

FAIRFIELD CITY SCHOOL DISTRICT  
REQUEST FOR PERSONAL BUSINESS LEAVE

Classified  
Personnel

Classified  
Personnel

Date \_\_\_\_\_

I hereby request \_\_\_\_\_ day(s) on \_\_\_\_\_, for personal business  
Month Day(s) Year

If the day being requested is during May or June, please state the reason for making request:

\_\_\_\_\_

If the day being requested is immediately before or after a holiday, please describe the emergency conditions:

\_\_\_\_\_

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Classification \_\_\_\_\_

School \_\_\_\_\_

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Principal's/Supervisor's Signature

\*\*\*\*\*

Permission granted \_\_\_\_\_  
Superintendent

Permission denied \_\_\_\_\_  
Superintendent

Date \_\_\_\_\_

08/09

FAIRFIELD CITY SCHOOL DISTRICT

Classified  
Personnel

REQUEST FOR DAY(S) WITHOUT PAY

Classified  
Personnel

EMPLOYEE'S NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_ DAILY ASSIGNED HOURS \_\_\_\_\_

e.g., 7:00 a.m. - 3:00 p.m.

\*\*\*\*\*

I hereby request \_\_\_\_\_ day(s) without pay:

Beginning date \_\_\_\_\_

Returning date \_\_\_\_\_

For the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

Date of Request \_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_ Permission granted

\_\_\_\_\_  
Principal/Supervisor Date

\_\_\_\_\_  
Superintendent or Designee Date

\_\_\_\_\_ Permission denied

\_\_\_\_\_  
Principal/Supervisor Date

\_\_\_\_\_  
Superintendent or Designee Date

FAIRFIELD CITY SCHOOL DISTRICT

REQUEST FOR LONG-TERM UNPAID LEAVE OF ABSENCE

Classified  
Personnel

Classified  
Personnel

Send completed form directly to the Superintendent or Designee

Employee's Name \_\_\_\_\_

Assigned Building/Area \_\_\_\_\_

Classification \_\_\_\_\_

Daily Work Hours \_\_\_\_\_  
(e.g. 7:00 a.m. - 3:00 p.m.)

Home Telephone Number \_\_\_\_\_

I hereby request an unpaid leave of absence starting on \_\_\_\_\_  
Month Day Year

through \_\_\_\_\_ for the following reasons:  
Month Day Year

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTE:** When applying for an unpaid personal medical leave or unpaid job related medical leave, send the original request form and the originals of doctors' notes directly to the Superintendent or designee. (Doctors' notes must be hand signed by the doctors. Rubber stamped signatures are not acceptable.) Give a copy of this request form to your building principal.

**FAIRFIELD CITY SCHOOL DISTRICT  
REQUEST FOR PROFESSIONAL LEAVE**

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

Name \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_

Purpose for Request: \_\_\_\_\_

Destination (City, State): \_\_\_\_\_

**Estimated Expenses:**

**Cash Advance Request:  
(Available for overnight trips only)**

Transportation (IRS Rate) \_\_\_\_\_  
Amount

Meals\* \_\_\_\_\_

Meals\*\* \_\_\_\_\_

Lodging \_\_\_\_\_

Lodging\*\* \_\_\_\_\_

Registration (fees) \_\_\_\_\_

Registration (fees) \_\_\_\_\_

Other (parking, etc.) \_\_\_\_\_

Total: \_\_\_\_\_

Cash Advance Requested: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Recommended Approval \_\_\_\_\_

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Recommended Disapproval \_\_\_\_\_

Reason(s) for Disapproval: \_\_\_\_\_

*(District Office Use Only)*

Permission Granted \_\_\_\_\_

Superintendent or Designee, Classified Personnel

Permission Denied \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

**\*Meal rate for one-day seminar where lunch is not included with registration is \$8.00. This is not a cash advance item.**

**\*\*Overnight meal expenses are subject to Board Policy #DLCA.**

**\*\*\*Lodging is standard single occupancy rate only.**

Expenses must be ITEMIZED as shown. Original transportation, lodging, registration and other receipts must be attached. Lodging receipts must be itemized, listing single rate per night and any other miscellaneous expenses connected with the bill. Meal receipts are required ONLY if employee is applying for up to \$10.00 additional meal allowance. Copies of CANCELED CHECKS will be accepted as a receipt, but copies of original checks before they are canceled or carbons of checks are not accepted as proper proof of payment. **For registration purposes only, the bottom of this form may be completed in lieu of a receipt. APPLICATION FOR REIMBURSEMENT MUST BE MADE WITHIN 30 DAYS OF SEMINAR.**

<b>Registration Receipt</b>		
Date: _____	Organization Name: _____	Phone # _____
Amount Received: _____	Authorized Signature: _____	

Appendix E

FAIRFIELD CITY SCHOOL DISTRICT  
APPLICATION FOR USE OF VACATION

**Classified Employees**

Request form must be submitted to the immediate Supervisor/Building Principal three (3) work days prior to the requested day(s).

EMPLOYEE'S NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_

\*\*\*\*\*

I hereby request \_\_\_\_\_ day(s) of vacation:

Beginning date \_\_\_\_\_

Returning date \_\_\_\_\_

Signed \_\_\_\_\_

Classification \_\_\_\_\_

Date of Request \_\_\_\_\_

\_\_\_\_\_  
Supervisor's/Principal's Signature