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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
OF THE
SCHOOL DISTRICT OF THE
CITY OF FAIRBORN, OHIO

AND

DAYTON PUBLIC SERVICE UNION
LOCAL 101, OHIO COUNCIL 8
A.F.S.C.M.E.

EFFECTIVE
JULY 1, 2014
THROUGH
JUNE 30, 2016

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ARTICLE I
PURPOSE

- 1.01 This Agreement is made between the Board of Education of the Fairborn City School District, hereinafter referred to as the "Employer," and the Fairborn City Schools Chapter of the Dayton Public Service Union, Local 101, Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" for the purpose of achieving a better understanding between both parties, and to provide for the peaceful adjustment of differences which may arise.
- 1.02 Any Agreement reached and accepted by the Fairborn Schools Chapter of the Dayton Public Service Union, Local 101, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and the Fairborn City Board of Education shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with terms contained in any individual terms of the employment heretofore in effect.
- 1.03 This Agreement is subject to all existing, applicable State and Federal Laws, provided that should any change be made in any State and Federal Law which would be applicable and contrary to any provision contained herein, said provision herein contained would be automatically terminated and the remainder of this Agreement shall remain in full force and effect. If any competent jurisdiction determines that any provision in the Agreement is illegal, then such provision shall automatically terminate, and the remainder of the Agreement shall remain in full force and effect.
- 1.04 If any provision of this Agreement is abrogated as a result of the above Section, the negotiating committees of the respective parties to this Agreement shall meet promptly and negotiate a lawful replacement for the abrogated provision.
- 1.05 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.

ARTICLE II
RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the following bargaining unit:

- A. All regular non-certified employees of the Fairborn Board of Education employed in the Transportation Department, Operations Department, and Food Service Department.
- B. All employees of the Administrative Department are excluded from the bargaining unit.
- C. This recognition does not include substitute or temporary employees, supervisory, managerial, or confidential employees or any secretaries to such persons.

2.02 Union Dues Check-Off

- A. The Employer agrees to check-off on the wages of employees for the payment of dues to the Union, the dues of the Union, for the period of time indicated in the PAYROLL DEDUCTION AUTHORIZATION cards, upon presentation of a written authorization individually completed and signed by any Union member.
- B. Dues will be deducted from each members paycheck the twice per month the employee is employed. For example: a nine (9) month employee will have eighteen (18) deductions, a ten (10) month employee will have twenty (20) deductions, etc.
- C. This procedure will be implemented the month following presentation of Payroll Deduction Authorization cards to the office of Fairborn City Schools Treasurer.
- D. Such authorization shall be considered irrevocable for a period of one (1) year from the effective date of this Agreement.
- E. Such authorization shall be considered automatically renewable and irrevocable for successive periods of one (1) year or for the remaining term of this Agreement, unless such employee advises the Treasurer of the Board in writing no more than sixty (60) days and not less than thirty (30) days prior to the expiration date of such Agreement, that it is the will of such employee that such authorization be revoked.
- F. The Employer agrees not to honor any check-off authorization executed by an employee in the bargaining unit in favor of any labor organization or quasi-labor organization other than the Union.

G. A notification of a change in bi-monthly membership dues will be specified by letter from the appropriate officer of Local #101 to the Treasurer, Fairborn City Schools, thirty (30) days prior to the effective date.

2.03 The Union agrees to indemnify and save the Employer harmless against any and all claims that shall arise out of, or by reason of, action taken by the Employer in reliance upon any "authorization" cards submitted by the Union to the Employer.

2.04 The Board agrees that after sixty (60) days following the beginning of employment, the employees in the bargaining unit who are not members of the Union, pay a fair share fee. This arrangement does not require any employee to become a member of the Union, nor shall fair share fees exceed the dues currently paid by members of the Union who are in the same bargaining unit. Deductions of the fair share fee shall be automatic and shall not require a written authorization for payroll deduction.

The Union shall rebate to a non-member employee on a proportional basis, any dues, monies or fees shown to have been spent by the Union on matters outside the realm of collective bargaining and representation in accordance with Federal and Ohio Law. The non-member employee shall have all rights described under Section 4117.09 (C) of the Ohio Revised Code.

2.05 The Union agrees that upon receipt of the dues and fair share fee collected by the Board, that it has the sole and exclusive obligation and responsibility for the distribution of the funds.

2.06 P.E.O.P.L.E. Checkoff The Employer agrees to deduct payments voluntarily authorized by individual employees the public employees organized to promote legislative equality (P.E.O.P.L.E) fund. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this section promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III
COVERAGE

3.01 The Union has bargaining rights for all employees in the bargaining unit covered by this Agreement, on the following subjects:

- a. Wages
- b. Hours
- c. Fringe Benefits
- d. Working Conditions

ARTICLE IV
MANAGEMENT'S RIGHTS

4.01 Except to the extent modified by this Agreement, it is understood that the Employer retains the right to manage direct and control its operations, to the extent permitted by Ohio law, promulgate reasonable rules and regulations and to exercise management prerogatives, including but not limited to the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as 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, or discharge for just cause or lay off, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE V
UNION REPRESENTATION

5.01 The Union may select one (1) Steward for each department in which they work. The department in which they work shall be their area of permissible activity. The Steward's name and department shall be furnished to the Employer by the Union. Union business, other than the investigation or processing of grievances, shall not be conducted by the Union Stewards on school board time, nor shall it, in fact, interfere with the work assignments of any other employee.

- 5.02 The Union may select one Chief Steward for the Bargaining Unit. The Chief Stewards have the same privileges as a Steward, with the added responsibility for stewards assigned to a specific area.
- 5.03 The Staff Representative may consult with the employees in the bargaining unit before the start of and at the completion of the day's work, and he shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.
- 5.04 The Chairperson, and the Chief Steward of the Fairborn Schools Chapter shall have the same privileges accorded to the Steward or Staff Representative by this Agreement, when it is known that either a Steward or a Staff Representative will be absent or unavailable.
- 5.05 The Employer agrees to make available, every three (3) months, a list of new appointments of employees eligible for the bargaining unit, along with their addresses, classification titles, departments and divisions to which the new employee is assigned. Such list shall be given to the Chapter Chairperson and to AFSCME, Ohio Council 8 Staff Representative.
- 5.06 It is understood that the privileges listed above do not authorize the Union officials to be absent from their jobs.
- 5.07 Except for probationary employees, the employer shall not discipline an employee covered hereunder without just cause.
- 5.08 The Chapter Chairperson and the Union Steward of the designated area shall be notified, in writing, of the date, time and location of any coaching, counseling, meeting or hearing that could lead to disciplinary action. After the hearing has been conducted, the Chapter Chairperson and the Union Steward shall receive a copy of the decision.

ARTICLE VI
WAGES AND INSURANCE

- 6.01 Wage rates for all employees in the bargaining unit shall be set forth in Addendums attached hereto and made a part thereof.
 - A. All school employees covered hereunder who are employees of the Fairborn City School District will be paid by the hourly rate.

2013-14 School Year- All bargaining unit members will receive a financial increase according to the 2013-14 DPSU One-time Payment Schedule. It is agreed that the amount of the one-time payment will become part of the bargaining unit member's pay.

2014-15 School Year- Implement the new attached proposed pay scale, effective July 1, 2014 – June 30, 2016. Each employee is placed on the step and column equating to the current compensation level, including the 2013-14 one-time payment. Anyone who falls between two steps will be moved to the next higher step.

2015-16 School Year- All bargaining unit members will receive one vertical step. No other movement will be made unless such movement is included in a successor collective bargaining agreement.

6.02 A. All employee payments will be direct deposit and email notification.

6.03 Health Care

A. The Fairborn Board of Education agrees to pay eighty percent (80%) of the cost of a family plan or a single plan per month of a benefit plan for health care, for employees working ten (10) months or more. The employee shall pay the remaining fifteen percent (20%).

B. The Fairborn Board of Education agrees to pay eighty percent (80%) of the cost of a single plan selected by the employee per month of a benefit plan for health care for employees working less than ten (10) months and working twenty (20) or more hours per week. The employee shall pay the remaining twenty percent (20%) of the single plan. Should an employee select a family plan, the Board agrees to pay fifty percent (50%) of the cost of the family contract.

C. Benefit Plan

A managed health care plan shall be available to all employees covered hereunder who have enrolled for coverage. All new hires covered hereunder are eligible for health coverage on the first day of hire.

D. Employees purchasing coverage beyond that for which the Fairborn Board of Education provides a contribution will assume all premium.

E. In order for an employee to be eligible for such Board contribution in 6.03 (A) or 6.03 (B), said employee must agree in writing to have the balance of the applicable monthly premium due the carrier withheld from the employee's pay. The Board contribution will be paid for the eligible employees except for:

1. An employee who has coverage elsewhere, other than individually purchased coverage or coverage for their dependents only under survivor benefits, or

- 2. An employee whose spouse has coverage for themselves and/or their dependents at the place of employment or other coverage other than individually purchased coverage.
- F. Coverage hereunder shall be subject to the provisions of the Master Agreement with the insurance carrier and such provisions shall include coordination and subrogation of benefits. Any change in carriers will provide for no less or lapse of coverage unless otherwise mutually agreed.
 - G. The carrier for the medical insurance shall be at the choice of the Board. The Union shall be notified of any change thirty (30) days prior to the effective date of any policy change and be given the right to meet and confer with the Superintendent or his/her designee on any such change. The Board and DPSU understand and agree that the current Benefit Plan will be modified prior to October 1, 2013. DPSU agrees to accept the Benefit Plan agreed upon by the Fairborn Education Association (FEA) for implementation on October 1, 2013.
 - H. If other FCS bargaining units, non-bargaining units or administrators receive any additional base compensation and/or any adjustments to their pay scales during the life of this agreement, DPSU bargaining unit members will receive the same adjustments, based upon their current pay scale.
- 6.04 Dental Care and Hearing The Fairborn Board of Education agrees to pay \$26.50 per month to the Ohio AFSCME Care Plan for each employee who enrolls in such coverage and is covered by this Agreement.
- 6.05 The Fairborn Board of Education agrees to pay the entire premium cost each month for each non-certified employee a Group Life Insurance, A.D. and D. protection policy in the following amounts:
- A. For all non-certified employees employed for ten (10) months or more, insurance in the amount of \$50,000.
 - B. For all non-certified employees employed for less than ten (10) months, working twenty (20) or more hours per week, insurance in the amount of \$35,500.
 - C. For all non-certified employees working less than twenty (20) hours per week, insurance in the amount of \$21,500.
- 6.06 Under Federal Law, commonly known as "COBRA," the district shall allow employees who are laid off and the spouses or dependents of deceased, divorced, or legally separated employees to elect to continue the employers provided medical benefits at the employee's group rate plus the serve charge allowed by law for eighteen (18) months for layoff and for thirty-six (36) months in case of death, divorce or separation.

The employee is required to provide to the Treasurer's office, on prescribed forms, the election of and payment for continued health insurance fifteen (15) days prior to the date that continued insurance is to take effect.

6.07 Payroll Deductions

Deductions shall be made for the following:

1. Federal Income Tax
2. Ohio Income Tax
3. City Income Tax
4. Ohio School Employees Retirement System
5. School Income Tax

Other optional deductions include:

1. Medical Insurance
2. Tax-sheltered Annuities. Enrollment period for tax-sheltered annuities shall be the 2nd pay date of September and 2nd pay date of February in order to have the annuities effective for the 1st pay in October and the 1st pay in March.
3. Wright-Patt Credit Union:
 - a. Withholding amounts must be designated ten (10) working days prior to the pay date it will become effective.
 - b. Deductions may not change between enrollment dates except that a stop notice may be executed at any time.
4. United Way
5. Dues for employee's Union
6. U.S. Savings Bonds
7. Other payroll deductions as required by law
8. Direct Check Deposit:
 - A. Direct check deposit shall be authorized for the school year to begin with the first pay in October, and shall be continuous from year to year unless

otherwise revoked in writing. Appropriate application forms will be available in the office of the Treasurer.

- B. If any error is made in the carrying out of the provisions of A. Of the above, the employee shall cooperate with the Treasurer's office to correct the mistake. Repayment of any monies owed shall be done in a mutually agreed-to fashion.

6.08 SERS PICKUP

The Employer shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "pick-up" by the Employer as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked-up" by the Employer shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick-up," nor is the Employer's total contribution to the State Employees Retirement System increased thereby.

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pickup shall apply to all compensation thereafter.
- B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, and severance, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).
- D. Such earnings reductions shall not result in any earnings which may be less than any minimum required under State law, a pro rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State Law.
- E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax-sheltered annuities he or she has in order to be in compliance with IRS laws and regulations.

- F. The Employer is not liable, nor will it be held responsible, for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan, now or in the future.
- G. The Union agrees to indemnify and save the Board harmless against any and all claims that shall arise out of, or by reason of, any action taken by the Board in compliance with the provisions of the Article.

6.09 Section 125 Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all employees of the bargaining unit. An amount may be set aside under Section 125 of the Internal Revenue Code to cover the amount paid for eligible expenses. Neither the Board nor the employee shall incur any fees for the setup, enrollment, and administrative services provided.

ARTICLE VII
HOURS OF WORK AND OVERTIME

7.01 Overtime will be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked:

- A. In excess of forty (40) hours worked in any week; or
- B. Except for Bus Drivers driving field trips, in excess of eight (8) hours worked in any day.

- 7.02 A. For all regular twelve (12) month employees working in the Operations Department and Transportation Department the schedule of hours shall consist of eight (8) consecutive hours of work, five (5) consecutive days per week. In positions in which employees are required by the Employer to remain on the school premises, on call for work assignments during their lunch period, this eight (8) hour period shall include such lunch period, provided, however, that such employee shall be permitted thirty (30) minutes to eat their lunch on the premises. In positions on which employees are not required by the Employer to remain on the school premises on call for work assignments during their lunch period, this eight (8) hour period shall not include such lunch period.
- B. Cafeteria employees scheduled to work four (4) or more hours shall be permitted two (2) fifteen (15) minute breaks or thirty (30) minutes for their lunch period. This lunch period shall be included as part of their work. Cafeteria employees working less than four (4) hours may eat lunch, but the period of time

will not be included in their work hours. The provisions of Article XXII of this Agreement shall not apply to cafeteria employees.

- C. Transportation – All regular employees of the Transportation Department will receive no less than four (4) hours per day during the school year. This item does not obligate the Board to fill any vacant position.
 - D. Cafeteria – All regular part-time employees will receive the hours listed for the school year. This item does not obligate the Board to fill any vacant positions.
- 7.03
- A. Employees called upon to work in excess of their scheduled hours in any day or week, shall not be laid off during their regular scheduled working time to equalize this overtime.
 - B. Employees not regularly scheduled to work on Saturday who are called to work shall be compensated at the rate of time and one-half of their regular rate of pay for all such hours worked. Such employees will be guaranteed a minimum of two (2) hours pay.
 - C. Employees not regularly scheduled to work on Sunday or holidays and are called in to work, shall be compensated at the rate of double their regular pay for all such hours worked. The Employer reserves the right to regulate or cancel all such work including building checks at any time.
 - D. Emergency call-ins shall be guaranteed a minimum of two (2) hours provided they are called to work by a duly authorized Supervisor.
 - E. Employees not completing a full day of work on Friday, will be removed from the opportunity to work on the weekend (Building checks), unless the employee is on pre-approved sick leave, funeral leave, or personal day.
- 7.04
- Overtime assignments or building check assignments from separate lists will be divided as equally as is practicable and possible by the immediate supervisors. Employees with the least amount of charged overtime shall be called first when an overtime opportunity arises. Time cards will be exposed to public inspection at a central location as selected by the immediate supervisor, and each employee will ensure that all regular and overtime hours are recorded daily as they are worked. It is essential that each immediate supervisor ask and make a list of employees under his supervision who desire to work overtime. An employee shall be charged with the number of overtime hours offered whether he/she refuses or accepts the offer to work. Employees who are on paid or unpaid leave of any kind and are therefore unavailable to work overtime will be charged with overtime. No volunteers shall be used in lieu of bargaining unit employees to avoid paying overtime.

7.05 Employees required to work and substantially perform the job duties in a higher classification on a temporary basis will be paid at a higher rate of pay. For the first thirty (30) calendar days in the new assignment, the employee will be paid forty cents (40 cents) per hour, and thereafter, if the temporary assignment continues, the employee will receive his/her current step in the wage grade of the temporary classification for the duration of the assignment.

7.06 In accordance with the provisions of Section 3319.081 (G) of the Ohio Revised Code, employees covered hereunder shall be paid for all regular hours of work lost when the schools are closed by order of the Superintendent due to an epidemic or other public calamity. Days not worked but for which pay is granted shall be limited to five (5) days in any school year, unless the State legislature otherwise passes laws sufficient to reduce the number of required school days in the school calendar. Examples of public calamity include: (a) tornado, (b) flood, (c) ice, (d) snow, (e) other emergency situations as determined by the Superintendent of Schools.

A. In the event of an emergency which would necessitate the closing of school, all personnel who are called in by their supervisor shall report to their duty station as early as possible and remain on duty until their duty areas are prepared for the resumption of regular operation to the satisfaction of their immediate supervisor, or assignment completion. Such time worked shall be added to the employees vacation accrual days up to a maximum of five (5) additional days. This time will not be credited to the employees vacation accrual until June 1 of that school year.

For other than twelve (12) month employees, such time worked shall be compensated by an equal amount of time off as authorized by his/her supervisor.

B. For calamity days in excess of five (5) days, the employee shall be paid his/her regular hourly rate when the hours are actually worked – that is, when the day (s) are made up.

7.07 When Operations Department employees are regularly assigned to work a shift starting at two o'clock (2:00) p.m. or later, such employees, in addition to the regular rate of pay, shall receive a night shift differential of twenty five (25¢) cents per hour for each scheduled hour worked.

ARTICLE VIII WORKING CONDITIONS

All Employees

- 8.01 Job descriptions for each job classification will be published by the Employer and provided to each employee. All job descriptions will be reviewed annually in March by a joint committee consisting of three (3) Union representatives and three (3) Employer representatives, and recommended changes will be submitted to the Superintendent of Schools for approval. In the event a new classification is created, the joint committee will formulate a recommended job description and rate of pay for the position.
- 8.02 All work rules shall be uniformly applied throughout the Fairborn City School District and will not conflict with any provisions of this Agreement.
- 8.03 Management shall not contract out any work coming under this Agreement not being performed by any employee, whereby any employee would suffer a reduction of hours as a result.
- 8.04 Each employee who is not able to report for work at the regular time is required to notify his immediate supervisor at least two (2) hours in advance. Each employee, who is absent from work more than one (1) day consecutively because of sickness or other reasons, will notify his supervisor, as soon as possible, when he will return to work or the estimated number of days he will be absent. Failure to provide notification may be justification for the Employer to take disciplinary action, unless the employee has made a reasonable effort to call and has been unable to reach his supervisor.
- 8.05 No employee shall suffer any reduction in wages or reduction in benefits because of the signing of this Agreement.
- 8.06 The Employer agrees to furnish suitable equipment to accomplish tasks assigned to employees.
- 8.07 On occasion it is necessary for the Employer to hire substitute or temporary employees. A substitute is defined as a person to work in place of another to perform the same type of work until the regular employee returns. A temporary employee is defined as a person to work for a limited time on a specific job. These employees will have none of the rights of a regular employee as provided in the Agreement with the Union and may be dismissed anytime their services are not required. Substitute or temporary employees will earn no rights to permanent regular employee status, but may be considered for such regular positions which become available. Sick leave cannot be accrued by substitutes since their employment is irregular and uncertain. Temporary employees will not earn sick leave unless they are subsequently granted regular employee status, at which time they will be credited for all sick leave earned during their temporary employment.
- 8.08 No newly hired employees who are relatives of Supervisors are to work in the same building or job location. Relative shall include: Current spouse, father, mother, sister,

brother, child, or parent of current spouse. Also, remote, i.e., grandparent, grandchild, half-sister, half-brother, step-sister, step-brother, uncle, niece, nephew, or first cousin.

8.09 The Employer and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Employer shall continue to make reasonable provisions for safety and health of the employee at all schools during their hours of employment, and shall continue to install such safety devices as may be necessary for this purpose.

8.10 The Employer shall reimburse tuition for non-certified employees participating in job-related courses in the Fairborn City School Adult Education program or Greene Vocational School, providing they attend at least 75% of the scheduled classes. This will be limited to one (1) course per semester and each course must be approved in advance by the employee's department supervisor.

8.11 In-service meetings – when employees are required to attend in service meetings, employees attending shall be paid for hours in attendance. Employees will be provided at least three (3) hours of in-service each fiscal year. The time and content of these meetings shall be determined by the employer. All employees will have his/her work year established by the Administration annually on opening day. Employees not attending a required In-Service Day, must use a leave day.

8.30 Food Service

It is understood that, whenever feasible, part-time employees in the cafeterias will be rotated between all jobs.

8.31 Cook-Managers in the cafeterias are responsible for preparation of all inventories, work schedules, and work orders. Other cafeteria workers may assist the Cook-Manager in these duties but are not required to assume responsibility for these duties except in the absent of the Cook-Manager.

8.32 The Employer agrees that whenever a cafeteria employee is absent from work, the Cook-Manager will give regular employees of that kitchen who normally work lesser number of hours the opportunity to work the additional hours. A list will be maintained by each Cook-Manager of those employees who desire to work additional hours, and these additional work assignments will be rotated equally among the persons on the list. A substitute will be called for replacement if the Cook-Manager feels it is necessary on any particular day. Training will be provided to ensure that all cafeteria employees are familiarized with each job performed in the cafeteria to facilitate rotating assignments in the event of employee absence.

8.33 Professional Development Certification

All Food Service Department employees employed for the entire school who attain and retain Professional Development Certification from ASFSA/OSFSA for his/her current classification shall, in addition to his/her regular rate of pay, be reimbursed for actual costs of certification fees. Such reimbursement will be paid after proof of payment of such fees to the Treasurer's Office. Certification shall be a requirement for cook managers and first cooks, effective December 31, 2001.

8.60 Transportation

The Employer agrees to attempt to equalize driving time for all bus drivers to the extent possible, to reduce to a minimum switching bus routes and schedules after the start of the school year. Any anticipated change in routes of 30 minutes or more, shall be discussed with the Union prior to implementing the change. If 20% of the routes have changes of 30 minutes or more from the original route pick by the October child count, there will be a route re-pick by the last work day of October.

- 8.61 A. The Employer will assign buses to particular routes or schedules which may demand a particular make or model of school bus, but drivers will select buses by seniority. All drivers will be notified one (1) month in advance as to the time, date and designated location for the selection of buses. Management shall be responsible for supplying lists of schools, bus route write-ups, and a chart with the hours of each route to a driver and paraprofessional prior to the selection. If a bus becomes available after the start of the school year, this opening shall be posted for a minimum of five (5) workdays in order for any interested and eligible driver to bid on it. The most senior driver or bus aide applying shall be awarded the bus. No further posting of additional bus openings shall be required after the initial transfer of the senior driver. The list of buses to be selected will include the handicapped buses scheduled by the Miami Valley Regional Handicapped Center. Drivers must have a physical current for the forthcoming school year at the time of selecting bus routes.
- B. All drivers and para-professionals will be given the opportunity to sign up for mid-day routes by seniority, at the time of regular route selection. After all mid-day routes are selected, the other drivers and para-professionals who applied will be used as substitutes on mid-day routes. If unable to fill a mid-day route from the drivers or para-professionals on the eligibility list, then the route will be opened up to all drivers and para-professionals. Mid-day routes will be assigned in the order that the absent driver notifies the dispatch office. In the event the mid-day assignment is refused, additional offerings will not be made to the driver and para-professional who refuse the assignment until the eligibility list is exhausted.
- C. All drivers shall receive one-half (1/2) hour additional pay each regular driving day for the purpose of a daily safety check, cleaning, and warming up the bus, provided the Supervisor of Transportation certifies that the proper safety check,

cleaning, and warming up of the bus have been completed each day. The Board of Education reserves the right to require the services of the driver during the entire one-half (1/2) hour period.

- D. The initial assignment of the number of hours to be paid to the drivers selecting a bus at the beginning of the school year will be made by the Supervisor of Transportation. No driver or paraprofessional will be paid for less than four (4) hours per day, including the one-half (1/2) hour allowed for the daily safety check, cleaning, and warming up the bus. The Board of Education will require the presence and utilization of the employees services for the full four (4) hour period each day to warrant payment of the minimum. If, after ten (10) driving days, a driver feels that his/her work time should be increased, request will be made in writing to the Supervisor of Transportation to review the routes and recheck the times assigned. The Supervisor will recheck the times within a reasonable period of time. In the event the Supervisor determines the time should be increased, it will be made retroactive to the date on which the time change occurred. Any driver may appeal the decision of the Supervisor of Transportation to the Administrative Assistant (Business Affairs) who will make the final ruling or adjustment of hours.
- E. Discipline of students riding on buses is recognized as part of the driver's duties. If drivers are requested to attend meetings resulting from such discipline, and these hours are in addition to regular paid time, they shall be paid for all time spent in such meetings.
- F. No bus route or combination of bus routes shall exceed eight (8) hours in any one normal day, except for field trips.

8.62 In order to be eligible to drive a field trip, the driver will not call in sick or call in to request a personal day. An employee with pre-scheduled sick leave, funeral leave, or a personal day shall be eligible for a field trip on the same day as long as the supervisor is notified forty eight (48) hours in advance of the appointment or where the employee attends a funeral. Employee must provide proof of attendance at the medical appointment or funeral.

8.63. The policy for assignments of bus drivers to field trips will be as follows:

- A. Two (2) rotation lists will be maintained for assignment of drivers to field trips, one list will be a day list from 9:00 a.m. to 1:45 p.m. The second list will be for week nights and weekend days and nights. At the beginning of each semester these lists will be prepared in order of seniority of regular drivers who request assignment to each list. Trips will be assigned from these lists in strict rotation. If a truck is used in conjunction with any field trip, a bus driver will be assigned from the regular rotation list to drive the truck. Bus drivers shall be notified at

least forty-eight (48) hours in advance of each field trip, when possible, and shall receive a copy of the trip ticket with any special instructions noted thereon.

In the event a field trip is canceled after the originally assigned driver and/or originally assigned driver aide has "shown up" for the trip, the originally assigned driver and/or originally assigned driver aide shall be paid two (2) hour "show up" pay. The "show up" pay for drivers shall be at the field trip rate. In no event will "show up" pay be paid if the Transportation Supervisor or his/her designee has made a good faith effort to advise the driver and/or aide of the cancellation prior to "showing up."

- B. The only exception to the above rotation list will be the Employer's athletic coaches who will drive athletic trips only on an occasional basis, whenever a regular driver on the rotation list is not available.
- C. The field trip assignment list will be published Friday of the week previous to the scheduled trips. No field trips are to be traded among drivers but will be turned back to the Transportation Office for reassignment. Trading field trips will result in removal from the field trip list for the remainder of the year. Any driver previously notified who refuses a field trip will go to the bottom of the rotation list. Except in case of route conflict, if a driver turns down two (2) trips in a row after being posted and/or accepted off the same field trip list, he/she will be removed from the field trip list for the remainder of the semester. Any driver who fails to report for an assigned field trip without notifying the Transportation Supervisor may be removed from field trip lists for the remainder of the semester.
- D. Bus drivers assigned to field trips will drive the bus whose number is assigned to the trip ticket.
- E. In the event of a late request for a trip, or the cancellation by a driver after being assigned on the weekly field trip assignment list, the lists as set forth in 8.63 (A) will be used by the Supervisor of Transportation to provide a driver.
- F. It is understood that this procedure should provide for equitable assignments of drivers to field trips, but will not provide equality in the number of hours driven per month or year.
- G. Payment for all field trips will be at the rate of \$12.11, effective 1-1-06.
Payment for all field trips will be at the rate of \$12.50, effective 1-1-07.

8.64. All bus para-professionals employed for the entire year who attain and retain a

certificate of permit for his/her current classification shall, in addition to his/her regular rate of pay, be reimbursed for the actual cost of the certification. Such reimbursement will be paid after proof of payment of such fees is presented to the Treasurer's Office.

ARTICLE IX
TRANSFERS, PROMOTIONS AND SEPARATIONS

9.01 Vacancy Notices

A notice indicating that a permanent job opening exists shall be prepared in the office of the Administrative Assistant (Business Affairs) for the positions in the Operations, Transportation, and Food Service Departments in sufficient copies to be posted in all buildings for five (5) work days. Each posting will indicate the position, location, number of hours, and the date of posting. A copy of such postings shall be sent to the Staff Representative of The Union. The Board will be responsible to post such notices at all locations designated in writing by the Chapter Chairperson of the Union.

9.02 Transfers

- A. A transfer is defined as a movement of an employee within the same classification and pay grade which results in a change in work location or shift.
- B. Any employee desiring a transfer must submit a letter of request to the Administrative Assistant (Business Affairs) within five (5) work days of the posting.
- C. Each request for transfer will be considered in order of department seniority, but will take into account the best interest of each employee applicant and the Employer. Approval of request will be at the discretion of the Employer.
- D. Only one (1) transfer per school year will be allowed within the school system for accommodating an employee applying for a job opening within a classification which occurs upon termination of an employee or creation of a new position.

9.03 Promotions

- A. A promotion is defined as a change in position for which the employee would receive an increase in hourly wages, an increase in hours worked per week, or an increase in months worked per school year, with the potential for greater income.
- B. Within five (5) work days after the posting, employees may apply for the job opening by sending a letter to the Department Head indicated on the job notice.

- C. Candidates for promotion shall include both District and non-District applicants, and will be evaluated on the basis of previous experience in the field of promotion, demonstrated effective performance, including attendance, leadership skills, and appropriate recognition of departmental or district seniority.
 - 1. If the senior current employee who applies for the promotion is not recommended by the Business Manager to the Superintendent for selection, he or she may request review by a District Review Committee, comprised of three administrators designated by the Superintendent, which shall include, when applicable, the receiving principal, the director of personnel, and the sending administrator or other principal. Such Review Committee shall review the selection process, and make recommendation to the Superintendent to confirm or reverse the Business Manager's recommendation
 - 2. The Review Committee shall function at the request of the affected employee prior to filing a grievance. If no review is requested, the selection decision is not subject to the grievance procedure. If a review is requested, and the employee is dissatisfied with the results of the review, a grievance may be filed at Step 3 of the Grievance Procedure, and the time limits for filing such grievance will be ten (10) work days after the Board acts on the Superintendent's recommendation for filling the vacancy.
- D. The Chapter Chairperson will be notified of all jobs that are filled and given the names of the employee or employees who have earned the job within five (5) work days of awarding the job.

9.04 Reduction in Force. When the Employer decides it is necessary to reduce the work force, it shall be done in the following manner:

- A. The reduction shall be done by Departments.
- B. All probationary, temporary, seasonal, provisional, and part-time employees shall be first laid off.
- C. If it is then determined necessary to lay off regular employees, such lay off shall be done by seniority, with the least senior employees, by job classification within each department, being the first laid off.
- D. A list of employees to be laid off, or recalled (with their date of departmental seniority) shall be provided to the Union as early as possible prior to the action taken. Employees, who have been laid off, shall have recall rights of twenty-four (24) months.

9.05 Seniority

- A. Job Classification Seniority – Shall be defined as the length of service by an employee with the Employer, in a particular job classification, as computed from the employee’s date of hire into such job classification until such time as the employee leaves such job classification. Job classification seniority shall be retained by the employees who leave their Job classifications, but remain in the bargaining unit, only for the purposes of layoff and recall. For purposes of job classification as it relates to this section, Addendum No. 1 denotes job classification.

- B. Department Seniority – Shall be defined as the length of service by an employee with the Employer, in a particular department, as computed from the employee’s date of hire into such department until such time as the employee leaves such department. Department seniority shall be retained by the employees who leave their department, but remain in the bargaining unit, only for the purpose of layoff and recall. For purposes of Department Seniority, there will be three (3) departments covered by this section:
 - 1. Food Service Department
 - 2. Operations Department
 - 3. Transportation Department

- C. System Seniority – Shall be the length of service by an employee with the Employer as computed from the employee’s most recent date of hire.

- D. A break in service shall be defined as occurring when an employee resigns, is terminated, retired, or has an approved unpaid leave of absence without having achieved one hundred and twenty (120) work days or more in any school year, i.e., July 1-June 30. During such an unpaid leave of absence, seniority is retained as of the day the employee goes on leave and then picks up the day of return to paid status (there shall be no gain or loss during such an approved unpaid leave of absence).

- E. An employee on Worker’s Compensation resulting from an on-the-job injury may count the days toward achieving the one hundred and twenty (120) work days.

- F. An employee who retires, resigns, or is terminated and subsequently rehired by the Board shall be deemed as a new hire. Previous seniority shall not be combined with the seniority from the last date of hire.

9.06 Probationary Period

- A. New employees and employees hired after a break in seniority shall be regarded as probationary employees for the first ninety (90) calendar days of employment. After completing such ninety (90) calendar day period of employment, probationary employees shall be placed on the seniority list in the order of their last date of hiring.
- B. Probationary employees may be dropped from the payroll at the sole discretion of the supervisor at any time during their probationary period.
- C. The above procedure shall not be used for the purpose of discrimination against any employee on account of membership or non-membership in the Union.
- D. New employees will not be eligible to receive personal leave or emergency leave during their ninety (90) calendar day probationary period.
- E. Newly promoted employees shall be placed on a ninety (90) calendar day trial period. Any employee serving in such a ninety (90) calendar day trial period who does not meet the requirements of the job shall be returned to his/her original position or one of equal grade.

ARTICLE X
HOLIDAYS

10.01 All full-time twelve (12) month employees shall be paid holiday pay computed at the number of hours they are regularly assigned to work, not to exceed eight (8) hours at their applicable rate of pay for each of the following holidays:

New Year's Day
 Martin Luther King, Jr. Day
 Presidents Day
 Good Friday
 Memorial Day
 Independence Day (Fourth of July)
 Labor Day
 Thanksgiving Day
 Friday after Thanksgiving
 December 24th
 Christmas Day

10.02 If any of the above holidays fall on a Saturday, the preceding Friday will be observed as the holiday. In the event the holiday falls on Sunday, the following Monday shall be observed as the holiday. In order to be eligible for pay for the paid holidays set forth in this Article, employees must be in a pay status on the day preceding and the day following the holiday.

10.03 Employees who work less than twelve (12) months, shall be paid holiday pay computed as the number of hours they are regularly assigned to work, not to exceed eight (8) hours of their applicable rate of pay for each of the following holidays:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

ARTICLE XI

VACATION

11.01 Each full-time non-certified employee of the Employer who is employed for eleven (11) months or more per year, after service of one (1) calendar year, shall be entitled, during each year thereafter while continuing in the employment of said Employer, to vacation leave with full pay for two (2) calendar weeks (.833 days per month accumulation), excluding legal holidays. Any employee continuing in the employ of the Employer for eight (8) years of service, shall be entitled to vacation leave with full pay for three (3) calendar weeks (1.25 days per month accumulation), excluding legal holidays. Any employee continuing in the employ of the Employer for twenty (20) or more years of service shall be entitled to vacation leave with full pay for four (4) calendar weeks (1.667 days per month accumulation), excluding legal holidays. Years of service is defined as completed years of service.

11.02 Vacations may be taken any time during the year subject to approval by the employee's immediate supervisor. If two or more employees request vacation at the same time, the most senior employee will be given preference.

11.03 So long as employees take one-half (1/2) of their vacation time in one (1) week intervals during Winter, Spring, and Summer breaks, the remaining vacation allowance may be taken one (1) day at a time. Vacation requests must be submitted at least one (1) week prior to the intended day (s) off. The time for submitting vacation requests may be waived by the employee's immediate supervisor.

11.04 Time spent in a less than 11 or 12 month capacity does not go toward years of service for purposes of vacation earnings when employees later become 11 or 12 month employees.

11.05 Employees may accumulate and carry over up to two (2) years of vacation accumulation. At time of separation, an employee is entitled to compensation at the employee's current rate of pay for all unused vacation leave to the employee's credit up

to a maximum of vacation leave accrued for the immediately preceding two years in addition to the prorated portion of earned but unused vacation leave for the current year.

ARTICLE XII
SICK LEAVE

- 12.01 Each employee covered hereunder shall receive sick leave credits at the rate of one and one fourth (1 ¼) days per calendar month of completed service, i.e., fifteen (15) days credit for a full year's service.
- 12.02 At the close of each school year, the unused portion of the annual sick leave shall be placed in reserve. Such reserve shall be unlimited.
- 12.03 An employee who is transferred from the service of any public agency of the State of Ohio shall be credited with the unused balance of his accumulated sick leave in accordance with applicable law.
- 12.04 Absence from work on non-work days shall be considered sick leave and shall have no effect on the employee's sick leave credits.
- 12.05 An employee eligible for sick leave may be granted such leave with full normal pay when absent for the following reasons: for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, or care of a member of the immediate family due to illness as follows: spouse, minor dependents, child, aged parents, or spouse's immediate family, or death in the employee's immediate family. Exceptions to full normal pay will occur if the work day is altered because of changes in the school day, for example: a parent/teacher conference day would alter the number of routes a bus driver would drive thus reducing the work day to the minimum guaranteed.
- 12.06 Severance Pay - Each regular employee of the Fairborn Board of Education with ten (10) or more years of service with the Fairborn city Schools or who has attained the age of fifty-five (55), or who retires through the School Employees Retirement System, may elect to be paid for one-third (1/3) of his/her accrued but unused sick leave accumulation up to 243 days, not to exceed eighty-one (81) days pay. Such payment shall be based on the employee's rate of pay at the time of retirement or severance. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

Employees qualifying under the terms of this policy must file, at the time of retirement or severance, a written statement to the Treasurer of the Board requesting such payment. The payment will be subject to all taxes, but no retirement will be deducted.

12.07 Donation of Sick Leave for Catastrophic Illness or Injury

Each employee of the school district, certified or classified, may contribute one day of his/her accumulated sick leave to a designated full-time employee who is out of sick leave and faces a catastrophic illness or injury as certified in writing by the physician or the close family member of the employee.

The operational procedure shall be as follows:

- A. The employee facing such illness or injury shall request of the administrative assistant for personnel that such a plea be made publicly to the employee groups.
- B. Additional thirty (30) day increments may be requested and granted with approval of the Superintendent/Designee and the DPSU Chapter Chairperson/Vice Chairperson.
- C. Each employee willing to donate up to two (2) days of sick leave, as long as he/she has at least (80) or more hours of sick leave, shall notify the Treasurer's Office.
- D. The days shall be deducted on a first-come first-served basis, and notice will be given by the treasurer to the employee donating sick leave, if such sick leave is used.
- E. Donated sick leave days will not be repaid, and will be permanently subtracted from the employee donating such days.
- F. Each individual donation shall not exceed two days per donee/donor, per year.

The use of donated sick leave days by the person making the request will be limited to personal illness and only, and, in order for a request to be considered, a doctor's statement must be submitted along with the request.

The Superintendent or his/her designee along with the chapter chairperson and vice chairperson shall determine who is eligible, and his/her judgment shall be final.

ARTICLE XIII
ASSAULT LEAVE

- 13.01 A. An employee who is physically disabled by a physical assault as a result of the

performance of duties for the Board shall be entitled to Assault Leave. This leave will not be available to an employee who provoked the assault, nor if the assault is caused by another employee and said assault is not related to job performance.

- B. When an assault results in absence from duty for medical reasons, absence shall be at no loss of pay. Assault leave shall be for a maximum of twenty-five (25) days per employee per occurrence, and may be extended by the Board. Absence with assault leave shall not be charged against sick leave.
- C. Medical verification may be requested to be furnished to the applicable supervisor. The Board shall have the right to conduct a medical examination on an employee. In such event, the Board shall pay the full cost of the examination.
- D. Employees shall immediately report assaults to the Principal/supervisor and shall supply all information to the principal/supervisor regarding the assault. Employees are encouraged to pursue all school and/or legal action possible against the party (ies) responsible.

ARTICLE XIV
PERSONAL/EMERGENCY LEAVE

- 14.01 Personal Leave - Each non-certified employee of the Employer is authorized three (3) days of personal leave each contract year. This leave is not cumulative from year to year. This leave shall not be used during the first or last week of the school year, nor shall it be used on school days preceding or following a school holiday or school vacation, unless the absence results from a situation beyond the control of the employee.

The purpose of personal leave is to enable employees to handle business that normally cannot be handled at any other time or for emergency reasons. The intent is not to give the employee a "day off."

The employee shall notify his/her supervisor at least two (2) full days in advance, when possible, but will notify the supervisor prior to the beginning of the day the leave is to be taken if prior notification is not possible. For personal leave involving more than one (1) day, a five (5) day notice shall be given. This leave can be taken in nothing less than one-half (1/2) day increments.

- 14.02 A. 12-Month Employees. In the event a 12-month employee uses no personal and/or emergency leave during a school year, and uses no sick leave during a school year, but has perfect attendance, the employee shall receive five (5) days of pay as a perfect attendance incentive, paid by the end of June as additional

compensation. If such employee is absent one day during a school year due to personal, emergency, or sick leave, the employee shall receive four (4) days of pay as an attendance incentive, paid by the end of June as additional compensation.

- B. 9-Month Employees. In the event a 9-month employee uses no personal and/or emergency leave during a school year, and uses no sick leave during a school year, but has perfect attendance, the employee shall receive five (5) days of pay as a perfect attendance incentive, paid by the end of June as additional compensation.
- C. Donation of sick leave pursuant to Article 12.07 of this Agreement will not be charged as a sick leave use for purposes of incentive eligibility.
- D. This provision shall become effective at the commencement of the 1999-2000 school year.

ARTICLE XV
LEAVE OF ABSENCE

15.01 Leaves of Absence without pay for reasons of health will be granted after sick leave is expired. Length of leave will not normally extend beyond the present contract year, but may be extended upon recommendation of the employee's doctor. Upon return from any sick leave and/or leave of absence without pay, the employee will be reinstated in his/her old position, or if not available, one of equal grade. These leaves shall be without pay after expiration of sick leave.

15.02 An eligible employee shall be granted up to twelve (12) weeks of Family and Medical Leave Act Leave in accordance with federal law. Such leave shall be in conjunction with and not in addition to other available leave.

15.03 A. Employees on leave of absence for health reasons will be granted the same insurance coverage as eligible for during regular employment for a period of three (3) months after sick leave accumulation has expired. After the three (3) month period, employees are eligible for the same insurance provided the employee pays the full cost of such insurance options the employee wishes to remain in effect. Payment shall be made to the Treasurer by the twentieth (20th) day of each month preceding the coverage period. This benefit shall be in effect until the end of the employee's annual employment period but no more than twelve (12) months.

B. Employees on a leave of absence for other than health reasons, for a period not to exceed twelve (12) months, may elect to continue their present insurance program at their own expense, provided the employee pays the full amount to

the Treasurer by the twentieth (20th) day of each month preceding the coverage period.

15.04 All leave of absence requests must be in writing and approved by the Board of Education.

ARTICLE XVI
LEGAL PROCESS ABSENCE

- 16.01 a. Employees covered hereunder selected as a juror or ordered to appear for jury selection, and who appear in court pursuant to such selection or order, shall be paid the regular earnings due such persons, provided the provisions set forth in "E" of this section are met.
- B. The employee subpoenaed as a witness in court shall, except in situations where they are a party, litigant or witness against the board, be paid the regular earnings due such person, provided the provisions set forth in "E" of this section are met.
- C. Leave shall be extended for only such time as is necessary for the jury or witness duty unless otherwise excused by the appropriate supervisor.
- D. Paid leave for witness duty leave under the policy shall be limited to ten (10) days in any school year.
- E. The employee receiving a summons or subpoena applicable hereunder must, in order to be eligible for such paid leave, present to their supervisor within forty-eight (48) hours of receipt of the summons or subpoena, the request for such leave along with supporting documents. The amount of any fee received pursuant to jury or witness duty shall be remitted to the treasurer within two (2) weeks following receipt of same.

ARTICLE XVII
CONVENTION LEAVE

- 17.01 A convention leave of absence shall be granted upon request, to Union officers for the purpose of attending Union conventions and conferences, provided, however:
- A. The union will be granted sixty (60) hours of leave for the purpose of attending training provided by the Union during any one (1) year of this agreement. Said employee shall provide five (5) days notice to the Business Affairs Office.

- B. That the leave shall be on a without pay basis except for the Union Chapter Chairperson or the Union Vice Chairperson who shall be on an no less or gain in pay status for up to five (5) days.
- C. That a written notice specifying the names of the employees attending the convention or conference is furnished by the Union at least two (2) weeks in advance of the period desired.

ARTICLE XVIII
MILITARY LEAVE

18.01 The Board will follow applicable state and federal law with respect to military leaves of absence. The Board shall allow up to twenty-four (24) days per year for reserve duty.

ARTICLE XIX
DISCIPLINARY PROCEDURE

- 19.01 A. The Superintendent or his/her designee may suspend, demote, or terminate an employee for just cause.
- B. Prior to suspending, or terminating an employee, the Superintendent or his/her designee shall provide the employee, Union steward and the Chapter Chairperson with a written notice advising the employee of the reason(s) being considered for the disciplinary action.
- C. If a non-probationary employee is suspended for more than three (3) days or terminate the employee shall have the right to file a grievance challenging the discipline. Terminations shall be appealed directly to Step 3 within ten (10) calendar days following the order of termination.
- D. At any time a supervisor conducts a disciplinary meeting with an employee, wherein disciplinary action of record is likely to result (reprimand, suspension, or dismissal), the employee shall have the right to have a Union representative present. A twenty-four (24) hour advance notice of the hearing and notice of the charges being investigated shall be provided to the employee, Union Steward and the Chapter Chairperson prior to discipline. If dismissal is imminent, the supervisor shall give written notice to the employee of impending action against him or her, and that a Union representative is available to accompany him/her at the disciplinary hearing. The supervisor and the employee will have the right to request the presence of a Union Steward or Staff Representative in any case involving discipline. Discipline will be only for just cause for those employees who have completed their probationary period.

- E. Whenever it is necessary to discipline any employee, the Superintendent or his/her designee agrees to do so in private. If requested by the Union, a Board Hearing will be convened only for the termination of an employee.
- F. A written reprimand will be removed from an employee's personnel file after twenty-four (24) months from the date of the reprimand when an employee requests removal in writing and has received no other reprimand within this 24 month period. The written request will not become a part of the personnel file.
- G. Verbal or written reprimands shall be subject to the grievance procedure, but shall be subject to arbitration.

Written record of a suspension will be removed from an employee's personnel file after forty-eight (48) months from the last day of the suspension when an employee requests removal in writing and has received no reprimand or other suspension within this 48 month period. The written request will not become a part of the personnel file.

ARTICLE XX GRIEVANCE PROCEDURE

- 20.01 There shall be an earnest, honest effort to settle disputes and controversies promptly. If any disputes or controversies between an employee and the Employer and/or the Union and the Employer with respect to the interpretation or application of this Agreement, or the rights, obligations or liabilities of the parties herein, then such controversies or differences shall be handled as follows:

The employee shall first discuss his complaint with his supervisor and attempt to resolve the dispute.

Step 1 – In the event the dispute is not resolved in accordance with the above paragraph, the aggrieved employee, with his steward present, shall deliver his grievance in writing, signed by the employee and the chief steward to immediate supervisor outside the bargaining unit within ten (10) calendar days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. Such immediate supervisor will schedule a hearing with the grievant and his/her steward, or if not available, another Union representative, within seven (7) work days after receipt of written grievance. (The Staff Representative shall not be considered "another Union representative" in this step only, unless the chief steward, other available stewards, or chairman are not available.) Such immediate supervisor will answer the grievance in writing within five (5) workdays after said meeting, with a copy given to the grievant and to his/her representative. If the employee is not satisfied with the written answer of the immediate supervisor, he may refer the grievance to Step 2 of the grievance procedure. If the employee does not refer this grievance to Step 2 of the

grievance procedure within five (5) workdays after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved. Step 1 may be omitted by mutual consent of the immediate supervisor, the grievant and his steward, if the grievance is beyond the purview of and control of the immediate supervisor, in which case, it will be forwarded to Step 2 by such immediate supervisor.

Step 2 – The grievance shall be referred in writing to the Administrative Assistant (Business Affairs) by the Chief Steward. The Administrative Assistant (Business Affairs) will review the grievance and conduct a hearing at which the Chief Steward, or if not available, another Union representative, along with the grievant and his/her supervisor will be present, within seven (7) workdays after receipt of the written grievance. The Administrative Assistant (Business Affairs) will reply in writing within five (5) workdays after the meeting with a copy of the answer given to the grievant and his/her representative. If the employee is not satisfied with the written answer, the employee may refer his grievance to Step 3 of the grievance procedure. If the grievance is not referred to Step 3 within five (5) workdays of receipt of reply from the Administrative Assistant (Business Affairs), it shall be considered to be satisfactorily resolved.

Step 3 – The grievance, along with all correspondence shall be submitted to the Superintendent of Schools. The Superintendent of Schools or his representative shall investigate the grievance and schedule a grievance meeting within ten (10) workdays. The grievant will be present, and the Board and the Union may each have no more than four (4) representatives at the grievance meeting. Both the Union and the Board have the right to call such witnesses as are necessary in the investigation of the grievance. The Superintendent of Schools shall reply to the Union and the grievant in writing within seven (7) workdays after the completion of the grievance meeting. If the answer of the Superintendent of Schools is not satisfactory to the Union, the grievance may be appealed to the Arbitration Procedure (Step 4). If the written notice of intent to file under the Arbitration Procedure is not received by the Superintendent of Schools ten (10) days after receipt of his reply to the grievance, it shall be considered to be satisfactorily resolved. Termination of an employee may be appealed to the Board of Education prior to submitting to arbitration.

Step 4 – Arbitration Procedure

- A. Within ten (10) workdays after the written notice of intent to file under the Arbitration Procedure, the Superintendent or his authorized representative and not more than two (2) other representatives of the Board, and the Staff Representative or his authorized representative and not more than two (2) other representatives of the Union, shall meet for the purpose of attempting to resolve the dispute and/or selecting an impartial arbitrator. If no agreement is reached at this meeting, a joint letter requesting Federal Mediation and Conciliation Service to submit the names of five (5) arbitrators will be signed and mailed. Upon receipt of such names, the Union and the Board shall alternately cross off

one name until one name remains, that person being selected as the arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Board, the Union, and the availability of the arbitrator.

- B. All decisions of the Arbitrator shall be final and binding upon all parties participating. Both the Union and the Board shall share equally all expenses and fees of the Arbitrator and other expenses incident to the arbitration hearing. Arbitrator shall not have the authority to add to, subtract from, or modify any provisions of this Agreement.
- C. It is understood that the time limits imposed in this Article may be extended at any Step by mutual consent in writing. Like-wise, any step in the grievance procedure may be eliminated by mutual consent in writing. It is further understood that the word "day" as used in the Grievance Procedure is defined to mean "workday" unless otherwise specified.
- D. The grievance as prepared in Step 1 shall be prepared in four (4) copies by the grievant on forms provided by the Union and given to the immediate supervisor under Step 1, the immediate supervisor shall make distribution of said copies as follows:
 - 1 copy to the Administrative Assistant (Business Affairs).
 - 1 copy to the Superintendent of Schools.The fourth (4th) copy shall be retained by or forwarded to the employee or his representative.

If, through inadvertence, a copy is not distributed pursuant to the above, it shall not prejudice the grievance.
- E. The Board or the Union, based on the facts presented, has the sole right to decide whether to arbitrate or appeal any grievance.
- F. The parties may, by mutual agreement, waive any steps or any of the time limits of this Article. The waiver must be in writing and signed by both parties.
- G. For purposes of administering this Article, working days means a day Monday through Friday that is not a Board holiday.
- H. If the Step 1, 2, or 3 answers are not provided to the Union within the time limits provided above, the Union may, at its option, proceed to the next step of the grievance procedure.

ARTICLE XXI
BULLETIN BOARD

21.01 The Union shall be permitted use of the bulletin boards in each school for the purpose of posting notices concerning official Union business.

21.02 Bulletin boards located in non-teaching employees work areas may be used by the Union for posting notices of the following types:

1. Recreational and social events.
2. Elections and election results.
3. General membership meetings and other related business meetings.
4. General Union business of interest to members.

All notices shall be approved by management prior to posting, however, such approval shall not be unreasonably denied.

21.03 The Union shall be permitted use of the school system mail service for the distribution of notices to be posted in the schools, provided a designated Union member in each building is responsible for the posting.

21.04 Only Union officers are allowed to remove any Union material from the bulletin board.

ARTICLE XXII
BREAK PERIOD

22.01 Employees working over three (3) consecutive hours on any work day shall be entitled to a fifteen (15) minute break on such days, to be scheduled by their immediate supervisor.

22.02 Employees who work eight (8) hours and six and one-half (6 ½) hours on any workday, shall be entitled to a fifteen (15) minute break period in the morning and a fifteen (15) minute break period in the afternoon. No other breaks shall be permitted.

22.03 All breaks will be taken on the job site unless permission is given by the immediate supervisor to do otherwise.

22.04 The Board agrees that no meetings will be scheduled during the breaks or lunch times. The Board may request the voluntary attendance of employees at meetings conducted for the benefit of employees or the Employer. No reprisal will be taken against any employee who fails to attend these voluntary meetings.

ARTICLE XXIII

LABOR MANAGEMENT COMMITTEE

- 23.01 In the interest of sound employee relations, a joint committee of six (6), half of whom shall represent the Employer, and half of whom shall represent the Union, will convene from time to time for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in this Agreement.
- 23.02 Such meetings shall not exceed one (1) each sixty (60) days and shall be held on a regular date to be established by the parties. Additional meetings may be called by either party with the mutual consent of the other party.
- 23.03 It shall be the express purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.
- 23.04 A Union representative and an Employer representative shall alternately chair the meetings. Each party shall submit to the other, at least five (5) days prior to the meeting, an agenda of items which such party desires to discuss in the meeting. A record of the meeting shall be kept and any resolution of agenda items shall be distributed to members of the committee within ten (10) workdays.

ARTICLE XXIV APPRAISAL RATING

- 24.01 Appraisal rating reports shall be issued annually for all full-time and all part-time employees. If a supervisor gives a satisfactory or unsatisfactory rating, it shall be discussed with the employee. If the employee receives an unsatisfactory rating, a signed copy of the appraisal rating shall be furnished to the employee. If the employee is not satisfied with his/her unsatisfactory rating, it then shall be subject to the grievance procedure, but shall not be subject to arbitration.

ARTICLE XXV NO DISCRIMINATION

- 25.01 The Employer and the Union agree not to discriminate in any manner against any employee as a result of, or because of his/her membership or non-membership in the Union, or on the basis of race, age, sex, creed, religion, color, national origin, marital status, or handicap, and will comply with all laws and regulations of the Congress, of the Department of Health, Education and Welfare, the State of Ohio, and of the State Department of Education.
- 25.02 Request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment. When 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, 2) submission to or rejection of such conduct by an individual is used as the basis for employment

decisions affecting such individual, or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any accusations of sexual harassment must be verifiable and based on first person information.

ARTICLE XXVI
NEGOTIATION PROCEDURE

- 26.01 Submission of Issues: Issues proposed for negotiations shall be submitted in writing at the first meeting by the party requesting negotiations. The other party shall submit their issues at the second meeting. No issues may be submitted following the initial presentations except by mutual agreement between the two parties. Timetables are set forth in Article XXVIII, Duration of Agreement, of the Contract.
- 26.02 Negotiating sessions will be scheduled for a date and time jointly agreed upon. Either party may cancel with proper notice in time to notify all members of the negotiating team. Meetings shall be at a prearranged location that has been agreed to by both negotiating committees.
- 26.03 The Employer and the Union shall be represented at all negotiating meetings by a team of negotiators not to exceed five (5) members, to be named by each side at the first negotiation meeting. All negotiations shall be conducted exclusively between said teams.
- 26.04 All press releases to the news media will be jointly submitted by the Employer and the Union's chief negotiators.
- 26.05 Both parties will attempt to reach an agreement as soon as possible. Tabled proposals that are accepted and agreed upon will be typed and prepared for initialing at the next meeting. Once an offer is prepared and accepted, all prior offers are canceled. Agreement on any specific item is tentative pending acceptance, by either side, of the total package.
- 26.06 Ratification by the Employer and the Union membership of the tentative Agreement makes it final.
- 26.07 If it appears that the parties have reached an impasse, the parties shall jointly request the assistance of the State Mediation Service or other mutually agreed upon mediation service to assist the parties in resolving the impasse. The use of such mediation service shall be the exclusive impasse remedy used by the parties prior to the expiration date of this Agreement or a mutually agreed upon extension of the current Agreement.

Nothing contained herein shall restrict the rights of the Union as set forth in Section 4117.14 (D) (2), ORC, provided the Union has given the Board and SERB a prior ten (10) day written notice of its intent to strike on or after the expiration date of this Agreement. Such notice shall contain the day and time that the action will commence, provided, however, the parties may extend such date and time by written agreement.

- 26.08 Supervisors are authorized to alter work schedules to allow negotiating team members an opportunity to attend negotiation meetings, provided there is no interruption or delay of daily work and the employee concerned works the required daily hours. The Board of Education will not pay for any time off the job that employees spend at negotiation meetings.

ARTICLE XXVII
NO STRIKE NO LOCKOUT

- 27.01 It is agreed that during the life of this Agreement, there shall be no lockout on the part of the Employer, nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the employees or the Union.
- 27.02 The Union agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the life of this Agreement. On the contrary, the Union will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Agreement.
- 27.03 Any authorized strike, stoppage, slowdown, or other interruption of work during the life of this Agreement shall constitute cause for discharge or other disciplinary measures of the employee or employees who actively participate therein or are responsible thereof.
- 27.04 Such notices as required by State Law shall be given to include the date and hour of a work stoppage at expiration of a contract or any agreed to extension of the contract.

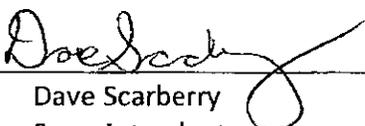
ARTICLE XXVIII
DURATION OF AGREEMENT

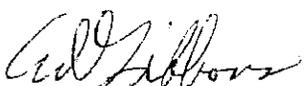
- 28.01 This Agreement shall be effective on **July 1, 2014**, and remain in effect through **June 30, 2016** and thereafter for successive periods of twelve (12) months unless either party shall give the other written notice of its intention to terminate this Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date of **June 30, 2016**, or the end of any yearly extension period. Within ten (10) days of the receipt of the request to negotiate a meeting shall be held at a time mutually agreeable to the parties.

28.02 At the expiration of this contract, the Board agrees not to repudiate the collective bargaining agreement and there will be no salary adjustments/increases, horizontally or vertically, without agreement from both parties.

IN WITNESS, WHEREOF, the parties hereto have set their hands this 1st day of July, 2014.

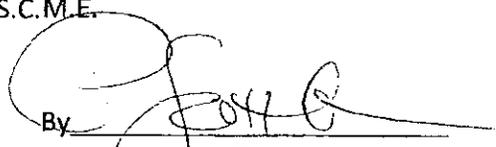
FAIRBORN BOARD OF EDUCATION

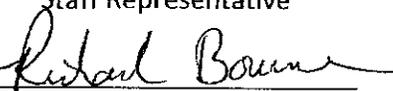
By 
Dave Scarberry
Superintendent

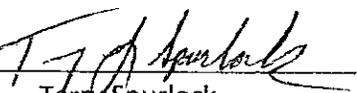
By 
Ed Gibbons, Director
Business Affairs and
Classified Personnel

By 
Tess Little
President, Fairborn Board of Education

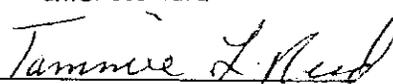
DAYTON PUBLIC SERVICE UNION
LOCAL 101, OHIO COUNCIL 8
A.F.S.C.M.E.

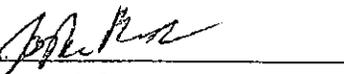
By 
P. Scott Thomasson
Chief Negotiator
Staff Representative

By 
Richard Bourne
Chapter Chairperson

By 
Terry Spurlock
Vice-Chapter Chairperson

By 
Don Miller
Chief Steward

By 
Tammie Reed
Steward

By 
Josh Brown
Member

2014-2016 Pay Scale

<u>STEP</u>	<u>GRADE 5</u>	<u>GRADE 4</u>	<u>GRADE 3</u>	<u>GRADE 2</u>	<u>GRADE 1</u>	<u>COOK</u>	<u>FIRST</u>	<u>GENERAL</u>	<u>GENERAL</u>
	<u>Carp.Elec.</u>	<u>Head Cust</u>	<u>(2)*</u>	<u>(1)*</u>	<u>(0)*</u>	<u>MGR.</u>	<u>COOK</u>	<u>HELPER II</u>	<u>HELPER I</u>
	<u>Plum.Mec</u>	<u>Handyper</u>	<u>Custodian</u>	<u>Bus Driver</u>	<u>BusAid CG</u>				
1	\$15.26	\$14.76	\$13.64	\$13.68	\$10.19	\$13.73	\$12.30	\$11.65	\$9.53
2	\$15.50	\$15.00	\$13.88	\$13.92	\$10.33	\$13.97	\$12.54	\$11.89	\$9.77
3	\$15.74	\$15.24	\$14.12	\$14.16	\$10.57	\$14.21	\$12.78	\$12.13	\$10.01
4	\$15.98	\$15.48	\$14.36	\$14.40	\$10.81	\$14.45	\$13.02	\$12.37	\$10.25
5	\$16.22	\$15.72	\$14.60	\$14.64	\$11.05	\$14.69	\$13.26	\$12.61	\$10.49
6	\$16.46	\$15.96	\$14.84	\$14.88	\$11.29	\$14.93	\$13.50	\$12.85	\$10.73
7	\$16.70	\$16.20	\$15.08	\$15.12	\$11.53	\$15.17	\$13.74	\$13.09	\$10.97
8	\$16.94	\$16.44	\$15.32	\$15.36	\$11.78	\$15.41	\$13.98	\$13.33	\$11.21
9	\$17.18	\$16.98	\$15.56	\$15.60	\$12.02	\$15.65	\$14.22	\$13.57	\$11.45
10	\$17.42	\$16.92	\$15.80	\$15.84	\$12.26	\$15.89	\$14.46	\$13.81	\$11.69
11	\$17.66	\$17.16	\$16.04	\$16.08	\$12.50	\$16.13	\$14.70	\$14.05	\$11.93
12	\$17.90	\$17.40	\$16.28	\$16.32	\$12.74	\$16.37	\$14.94	\$14.29	\$12.17
13	\$18.14	\$17.64	\$16.52	\$16.56	\$12.99	\$16.61	\$15.18	\$14.53	\$12.41
14	\$18.38	\$17.88	\$16.76	\$16.80	\$13.23	\$16.85	\$15.42	\$14.77	\$12.65
15	\$18.62	\$18.12	\$17.00	\$17.04	\$13.47	\$17.09	\$15.66	\$15.01	\$12.89
16	\$18.86	\$18.36	\$17.24	\$17.28	\$13.71	\$17.33	\$15.90	\$15.25	\$13.13
17	\$19.10	\$18.66	\$17.48	\$17.52	\$13.95	\$17.57	\$16.14	\$15.49	\$13.36
18	\$19.34	\$18.84	\$17.72	\$17.76	\$14.19	\$17.81	\$16.38	\$15.73	\$13.61
19	\$19.58	\$19.08	\$17.96	\$18.00	\$14.43	\$18.05	\$16.62	\$15.97	\$13.85
20	\$19.82	\$19.32	\$18.20	\$18.24	\$14.67	\$18.29	\$16.86	\$16.21	\$14.09
21	\$20.06	\$19.56	\$18.44	\$18.48	\$14.91	\$18.53	\$17.10	\$16.45	\$14.33
22	\$20.30	\$19.80	\$18.68	\$18.72	\$15.15	\$18.77	\$17.34	\$16.69	\$14.57
23	\$20.54	\$20.04	\$18.92	\$18.96	\$15.39	\$19.01	\$17.58	\$16.93	\$14.81
24	\$20.78	\$20.28	\$19.16	\$19.20	\$15.63	\$19.25	\$17.82	\$17.17	\$15.05
25	\$21.02	\$20.52	\$19.40	\$19.44	\$15.87	\$19.49	\$18.06	\$17.41	\$15.29
26	\$21.26	\$20.76	\$19.64	\$19.68	\$16.11	\$19.73	\$18.30	\$17.65	\$15.53
27	\$21.50	\$21.00	\$19.88	\$19.92	\$16.35	\$19.97	\$18.54	\$17.89	\$15.77
28	\$21.74	\$21.54	\$20.12	\$20.16	\$16.59	\$20.21	\$18.78	\$18.13	\$16.01
29	\$21.98	\$21.48	\$20.36	\$20.40	\$16.83	\$20.45	\$19.02	\$18.37	\$16.25
30	\$22.22	\$21.72	\$20.60	\$20.64	\$17.07	\$20.69	\$19.26	\$18.61	\$16.49
31	\$22.46	\$21.96	\$20.84	\$20.88	\$17.31	\$20.93	\$19.50	\$18.85	\$16.73
32	\$22.70	\$22.20	\$21.08	\$21.12	\$17.55	\$21.17	\$19.74	\$19.09	\$16.97
33	\$22.94	\$22.44	\$21.32	\$21.36	\$17.79	\$21.41	\$19.98	\$19.33	\$17.21

ADDENDUM D – Medical Plan – Summary of Benefits

Your Summary of Benefits



Fairborn City Schools
Blue Access® (PPO)
Effective 10/1/2013

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$150/\$300	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$1,500/\$3,000	\$3,000/\$6,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	\$25/\$30 No Cost Share 5% 5%	30% 30% 30%
Preventive Care Services <ul style="list-style-type: none"> o Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening. 	No Cost Share	30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> o facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products o Allergy injections o Allergy testing 	\$100 \$25 5% No Cost Share 5%	\$100 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	5%	30%

Blue 6.0

Anthem, Blue Cross and Blue Shield is the trade name of Centennial Insurance Company, An Independent Excess of the Blue Cross and Blue Shield Association.
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Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) Unlimited days for skilled nursing facility 	5%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	5%	30%
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment, Orthotics and Prosthetics Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	5% No Cost Share 5%	30% No Cost Share 5%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation Unlimited Pulmonary Rehabilitation Unlimited Physical Therapy: 60 visits Occupational Therapy: 60 visits Manipulation Therapy: 18 visits Speech therapy: 40 visits 	\$25/\$30 5%	30% 30%
Accidental Dental: Unlimited	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse: <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	Benefits provided in accordance with Federal Mental Health Parity	30%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No Cost Share	50%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3		
<ul style="list-style-type: none"> o Network Retail Pharmacies: (30-day supply) o Home Delivery Service: (90-day supply) 	\$10/\$30/\$50 \$20/\$60/\$100 Out of Pocket Limit: None	50%, min. \$50 ⁵ Not covered
Member may be responsible for additional cost when not selecting the available generic drug.		
Requires the use of Home Delivery after the 3rd retail fill of the same prescription.		
Medicare Rx - Wrap		

Notes:

- o Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- o Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
- o Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- o Dependent Age: to end of the month which the child attains age 26
- o Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- o When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections.
- o No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- o SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- o Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies including diabetic test strips.
- o Benefit period = calendar
- o Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- o Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

2 We encourage you to review the Schedule of Benefits for limitations.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

5 For non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Pre-certification:

Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements and excludes members under age 18):

Your Summary of Benefits

12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6-month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable) <i>Eric H. Brown</i>	Date 8.30.2013
Underwriting signature (if applicable)	Date

MEMORANDUM OF UNDERSTANDING

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the Fairborn Board of Education (hereinafter "Board") and American Federation of State, County and Municipal Employees, Ohio Council 8 and the Fairborn Board of Education Chapter of Local 101, AFL-CIO (hereinafter "Union") agree to the following:

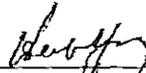
With respect to Article VIII, Working conditions, Section 8.63 (G) of the collective bargaining agreement between the parties, effective January 1, 2001 through December 31, 2003, shall be amended to read as follows:

- A. Payment for all field trips will be at the rate of \$8.88 per hour for all hours worked in any week; for all hours in excess of forty (40) hours worked in any week, the field trip rate shall be \$13.32 per hour.

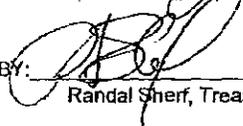
This Memorandum shall terminate on December 31, 2003. Dated at Fairborn, Ohio this 27 day of September, 2001.

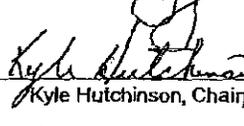
FOR THE FAIRBORN BOARD OF EDUCATION

FOR AFSCME OHIO COUNCIL 8
AND FAIRBORN BOARD OF EDUCATION
CHAPTER OF LOCAL 101, DPSU, AFL-CIO

BY: 
Herb Young, Superintendent

BY: 
William Sams, Staff Representative

BY: 
Randal Sherf, Treasurer

BY: 
Kyle Hutchinson, Chairperson

XIII 111

MEMORANDUM OF UNDERSTANDING

8.30 Food Service

It is understood that, whenever feasible, General Helpers will be rotated between all jobs pertaining to the General Helper Job Description.

8.32 The Employer agrees that whenever a General Helper I/General Helper II/Catering Manager is absent from work the Cook-Manager will give all General Helper I/General Helper II/Catering Manager employees of that kitchen who normally work lesser number of hours the opportunity to work the additional hours in that classification. A list will be maintained by each Cook-Manager of those employees who desire to work additional hours, and these additional work assignments will be rotated equally among the persons on the list. A substitute will be called for replacement if the Cook-Manager feels it is necessary on any particular day.

The Employer agrees that whenever the First Cook is absent from work the Cook-Manager will give all General Helper I/General Helper II/Catering Manager employees of that kitchen who normally work lesser number of hours the opportunity to work the additional hours in the First Cook classification. A list will be maintained by each Cook-Manager of those employees who desire to work additional hours, and these additional work assignments will be rotated equally among the persons on the list. The Employer agrees that whenever the Cook-Manager is absent from work the Cook-Manager will give the most senior First Cook the opportunity to work the additional hours in that classification. In the case of kitchens that have two First Cooks, the Cook-Manager will give the most senior First Cook the opportunity to work the additional hours and if declined, the Cook-Manager will give the next senior First Cook the opportunity to work the additional hours in that classification. Rotation does not apply when there are two First Cooks at that kitchen.

Training will be provided to ensure that all cafeteria employees are familiarized with each job performed in the cafeteria to facilitate rotating assignments in the event of employee absence.

8.33 All Food Service Department employees employed for the entire school who attain and retain Professional Development Certification from SNA and SNA of Ohio for his/her current classification shall, in addition to his/her regular rate of pay, be reimbursed for actual costs of certification fees. Certification shall be a requirement for Cook-Managers and First Cooks, effective December 31, 2001.

P. Scott Thomasson Date
Staff Representative

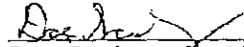
Dave Scarberry Date
Superintendent

Kyle Hutchinson Date
Chapter Chairperson

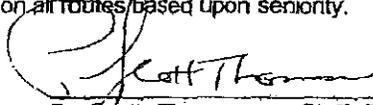
Ed Gibbons Date
Business Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by AFSCME, Ohio Council 8, D.P.S.U., Local 101 and the Fairborn Board of Education on or around October 1st but no later than October 7, 2003. All bus drivers will rebid on all routes based upon seniority.



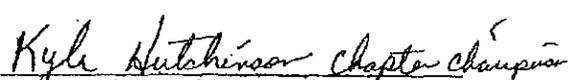
Dave Scarberry, Superintendent



P. Scott Thomasson, Staff Representative



Ed Gibbons, Business Manager



Kyle Hutchinson, Chapter Chairperson

Date: 8/16/03

Date: 8-19-03

Nil. 101

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by the Fairborn Board of Education, AFSCME Ohio Council 8, and the Dayton Public Service Union Local 101. Shirley Moorefield and Christiana Berry are the only nine-month custodians employed by the Board. Shirley Moorefield shall become a twelve-month custodian, effective October 5, 2006. Christiana Berry shall be allowed to become a twelve-month custodian. Whenever Christiana vacates the nine-month position, it shall be posted as a twelve-month position.

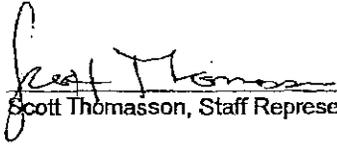
P. Scott Thomasson Date
Staff Representative

Kyle Hutchinson Date
Chapter Chairperson

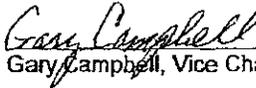
Dave Scarberry 11/2/07
Dave Scarberry Date
Superintendent

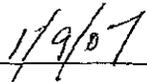
Ed Gibbons 1/2/07
Ed Gibbons Date
Business Manager

This agreement is entered between Fairborn Board of Education and DPSU as a settlement to grievance filed in reference to OBI. In the future, all postings for OBI will list the number of vacancies.


Scott Thomasson, Staff Representative


Ed Gibbons, Business Manager


Gary Campbell, Vice Chairperson

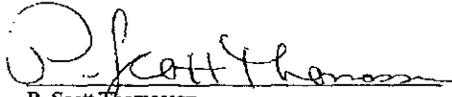

Date

MEMORANDUM OF UNDERSTANDING

This agreement is entered into by AFSCME Ohio Council 8, Local 101 and the Fairborn Board of Education.

This is to clarify 7.01 (B) of the collective bargaining agreement. Any Bus Driver and/or Aide that works in excess of eight (8) hours in any day, excluding a field trip, shall be paid at a rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked.

Field trip rate of pay is addressed in 8.63 (G). Effective for the 2007-2008 school year.



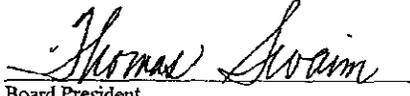
P. Scott Thomasson
Staff Representative
AFSCME Ohio Council 8



Jimmy D. Emrich, Treasurer
Treasurer/CFE CFO



Richard Bourne, Chairperson
AFSCME Local 101



Thomas Swain
Board President



Dave Seider
Superintendent

5/20/08
Date

5/20/08
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by AFSCME Ohio Council 8, Dayton Public Service Union, Local 101 and the Fairborn Board of Education.

1. When a member of the Operations day crew is off, the night crew employees shall be offered the opportunity to work the day shift before any sub is used. This shall be done by seniority. If no employee on the night crew is willing to work the day shift, then a sub shall be used.
2. During the summer months, in-service, holidays, and other days that the schools are closed, all Operations employees shall work the same schedule as the day crew in his/her assigned building.