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AGREEMENT

BETWEEN

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

AND

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCALS #205, #378, #568
FAIRFIELD, OHIO**

JULY 1, 2012 THROUGH JUNE 30, 2015

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This Agreement made and entered into by and between the Board of Education of the Fairfield City School District, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees (OAPSE) and its Locals 205, 378, and 568 of which is hereinafter referred to as the "Local."

ARTICLE 1 – PREAMBLE

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

ARTICLE 2 – TERMS

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

ARTICLE 3 – RECOGNITION

- A. The Board of Education of the Fairfield City School District hereby recognizes the Ohio Association of Public School Employees on behalf of Locals 205, 378 and 568 as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.
- B. The bargaining unit includes all full-time and regular short-hour employees, except substitutes, in the following positions or classifications which are regularly assigned to a work schedule:

Local 205

- 1. Bus Driver
- 2. Chauffeur

Local 378

- 1. Clerk III
- 2. Clerk IV
- 3. Data Entry I
- 4. Data Entry II
- 5. Educational Assistant
- 6. Latchkey Assistant
- 7. Receptionist
- 8. Secretary III
- 9. Secretary II

Local 568

- 1. Cook
- 2. Crossing Guard
- 3. Custodian
- 4. Electrician
- 5. HVAC Technician
- 6. Food Service Aide
- 7. Maintenance

Positions excluded from the bargaining unit include all educational assistant, clerical and secretarial positions in the District Operations Building, Supervisor of Buildings and Grounds, Assistant Supervisor of Buildings & Grounds, Support Services Supervisor, Transportation Safety Coordinator, Transportation Director and the Assistant Transportation Director.

ARTICLE 4 - SCOPE OF REPRESENTATION

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

ARTICLE 5 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. The Board, or the designated representative of the Board, will meet with the representative designated by the Local for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Local's negotiating team will be limited to seven (7) members each. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Local and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations. Field representatives of the Local shall be included in the Local's seven (7) member negotiating team.
- B. Consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussion unless both parties agree to permit them to address the teams. No more than one consultant per party may be present at each negotiations session. Consultants may not be members of the bargaining unit.
- C. The expense of such consultants shall be borne by the party requesting or hiring them.
- D. Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Local.

ARTICLE 6 - EXCHANGE OF INFORMATION

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

ARTICLE 7 - REQUEST FOR MEETING

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

ARTICLE 8 - SUBMISSION OF ISSUES

- A. All issues for negotiations by the Local shall be submitted in writing at the first meeting and the Board shall submit in writing to the Local all of its issues for negotiations no later than the second meeting. If interest based bargaining has been mutually selected as the type of negotiations, then both the Board and Local shall submit their issues at the first meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed by both parties. Any article not altered or amended by the negotiations process shall carry forward into the successor agreement.

ARTICLE 9 - NEGOTIATIONS MEETINGS

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

ARTICLE 10 – CAUCUS

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

ARTICLE 11 - PROGRESS REPORTS

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

ARTICLE 12 – PROTOCOL

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

ARTICLE 13 - TENTATIVE AGREEMENT

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

ARTICLE 14 - INTENT TO RECOMMEND

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

ARTICLE 15 – AGREEMENT

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

ARTICLE 16 - REOPENER PROVISION

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

ARTICLE 17 - DISPUTE RESOLUTION

- A. Successor Contract

The following alternate dispute settlement procedure shall replace O.R.C. 4117.14 (C) (2) through 4117 (D) (1) as provided for under O.R.C. 4117 (C) (1) (f) in the negotiations for a

successor contract:

1. In the event agreement is not reached by negotiations after thirty (30) days from the filing of the Notice to Negotiate, either party shall have the option of declaring impasse.

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared only on all the issues where agreement has not been reached by the parties.

2. Once impasse is declared, either party shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of 30 days or until the expiration of the contract, whichever is less.
3. At impasse, ORC 4117.14(D) (2) and provisions thereafter shall then apply, except that partial or intermittent strikes are prohibited whether conducted during or after the expiration of the term of this agreement.

B. Interim Bargaining

If during the term of the contract, bargaining is necessary due to severability or a scheduled reopener provision of the contract, the parties shall meet and bargain in accordance with the provisions of Article 9 through Article 16. If interim contract bargaining occurs for any other reason, the parties shall negotiate for no more than 20 days, after which the parties shall request the assistance of a mediator through the FMCS. If no resolution is achieved within an additional 20 days after the first mediation session, the process shall be considered concluded and impasse shall exist between the parties, unless the time period is extended by mutual agreement. The participation by the Board and/or Locals in interim bargaining shall not prejudice or prevent any grievance by the Locals or Unfair Labor Practice (ULP) charge by either party nor be construed as an admission by either party that any such grievance or ULP charge has merit. Following the conclusion of interim bargaining without resolution of the issue or issues, either party shall have an additional period of time equal to the original filing period in which to file such grievance or, subject to the requirements of the State Employment Relations Board, or a ULP charge.

ARTICLE 18 – LABOR MANAGEMENT MEETINGS

- A. Labor Management Meetings will be held quarterly in the months of January, April, July and October of each year. Additional meetings may be scheduled and regularly scheduled meetings may be omitted upon mutual agreement. Specific meeting dates are to be scheduled by the Superintendent or his designee and the OAPSE Field Representative. These meetings are designed to address needs and concerns of both the Local and the Board. Meetings may be scheduled for a period of two hours. Agendas from each committee will be exchanged at least five (5) work days prior to the scheduled meeting.

- B. The Superintendent or his/her designee may appoint a committee of no more than 6 members.
- C. OAPSE may elect a committee of one (1) Secretary/Clerk, one (1) Cook/Food Service Aide, one (1) Maintenance/Custodian, one (1) Educational Aide/Media Aide, one (1) Bus Driver/Chauffeur and an OAPSE Field Representative.

ARTICLE 19 - NO DISCRIMINATION

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

ARTICLE 20 – HOLIDAYS

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

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

*Custodians, Maintenance, Secretarial/Clerical only.
 **Twelve (12) month employees only.

- B. Holidays on Saturday or Sunday - When a holiday falls on a Saturday or Sunday, the following work day not a holiday shall be deemed to be that holiday. This provision shall be subject to adjustment in the school calendar as adopted by the Board of Education.
- C. Holiday Eligibility - Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding and succeeding the holiday to be paid for the holiday.

ARTICLE 21 – VACATIONS

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

<u>Accumulation</u>	<u>Years of Service</u>	<u>Days Earned per Month</u>
10 days	1 - 7	.84
15 days	8 - 14	1.25
20 days	15 - 24	1.67
25 days	25 or over	2.10

C. Vacation Scheduling

1. Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the Board's work requirements.
2. System seniority shall govern the order in which employees are scheduled for vacation.
3. If a member is on a scheduled day of vacation during a declared calamity day, said member will be allowed to add said day or days to their vacation.

D. Holidays - When a holiday falls during the scheduled vacation of any employees, such employee shall be granted an additional day of paid vacation for each holiday falling within that period.

E. Vacation Pay - Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

F. Vacation Pay Upon Termination - When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

G. Vacation Postponement - If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the Board shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time. If rescheduling is impossible, then the vacation may be accumulated or paid in cash.

H. If for any reason a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year or be paid for in cash in accordance with subsection "J" below.

I. Vacation Days must be requested in writing to the Building Principal or Immediate Supervisor, whichever is applicable, at least three (3) work days in advance. Advance notice may be waived by the Building Principal or Supervisor.

- J. Accumulated vacation time in excess of four weeks must be used prior to September 30 each year; if not, payment for it will be made in October of the same year.

ARTICLE 22 - PHYSICAL EXAMINATIONS

- A. When information regarding a member comes to the attention of the Superintendent or designee which pertains to the member's physical or psychological ability to perform his/her duties or which may have a direct impact on the physical safety and welfare of the member, fellow employees or the students, the following procedures will be implemented:
1. The Superintendent or designee will investigate to determine if the matter is to be dropped or pursued.
 2. If the Superintendent or designee determines to pursue the matter, the Superintendent or designee will personally schedule and hold a conference with the member to discuss the information received and possible resolution of the matter. When scheduling the conference with the member, the Superintendent or designee will share the nature of the information with the member and advise the member that he/she may have OAPSE Local and/or legal representation present at the conference.
 3. Subsequent to the conference, if the Superintendent or designee determines the matter remains unresolved, the Superintendent or designee will implement one or more of the following:
 - a. Determine that no further action is needed at this time and notify the employee within five (5) work days after said communication.
 - b. Advise the member to see his/her personal physician and/or make a self-referral to the employee assistance program.
 - c. At Board expense, require the member to have a physical and/or psychological examination. The member may choose from among a list of at least three physicians provided by the Superintendent or designee. The selected physician is to send a written statement to the Superintendent or designee certifying that the member is or is not competent to perform his/her duties and does or does not present a threat to the safety of the member, fellow employees or students. If the physician's statement is in dispute by either party, an additional opinion will be obtained at Board expense from a physician mutually agreed to by the examining physician and the employee's physician of choice. Where the question of competency remains at issue, a third opinion will be obtained at Board expense from a physician mutually agreed to by the two previous Board-paid examining physicians. The majority opinion will be binding.
 4. Any and all information obtained relative to a member's physical or psychological condition shall remain confidential to the Superintendent or designee, the Board attorney, and confidential support staff of the district office, except that the Superintendent or designee may utilize the information obtained as the basis of a

recommendation or recommendations, with regard to the member's discipline, employment status or contract. Such confidential information may be disclosed to the Board of Education or to any other individual who has responsibility for decisions regarding the member's discipline, employment status or contract.

5. Refusal of the member to participate in the conference or submit to such examinations shall be deemed a matter of employee discipline.

ARTICLE 23 - EMPLOYEE EXPENSES AND MATERIALS

- A. Tools - The Board of Education agrees to provide tools, equipment, supplies, and vehicles reasonably necessary for employees to perform duties as determined by the Board of Education. Employees are responsible for the care and custody of all Board owned tools, equipment, supplies and vehicles. Employees found to be negligent in the care and custody of Board owned tools, equipment, supplies, and vehicles are subject to discipline.
- B. Safety Equipment - Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the Board agrees to furnish such equipment as determined by the Board of Education.
- C. Employees of the bargaining unit shall be allowed professional days and be reimbursed for job-related seminars, classes, and workshops if prior approval for attendance is granted by the Superintendent or designee.

ARTICLE 24 - EMPLOYEE RIGHTS

- A. Personnel Files
 1. The personnel file of each classified employee shall be maintained by the Superintendent or designee at the Board of Education's central administration office. Personnel who have supervisory responsibilities for members may maintain anecdotal notes on individual members. Said anecdotal notes may not be used in a member's disciplinary hearing nor entered into a member's official personnel file unless the member has been made aware of the contents of the anecdotal notes at least forty-eight (48) hours in advance of the disciplinary hearing or the addition of such items to the official personnel file. All rights as provided for in this provision shall apply to anecdotal notes as well as other recorded information. No unsubstantiated complaints or information will be placed in an employee's personnel file.
 2. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the Board of Education when actually necessary in the proper administration of the Board's affairs, the supervision of the employee, or as provided by the Ohio Public Records Law. The Superintendent or designee will make a reasonable effort to give the employee advance notice of a public request to open a

personnel file or written notification within twenty-four (24) hours that said file was opened pursuant to a public request.

3. Employees shall be provided with copies of any written material before it is placed in the employee's personnel file. The employee shall be given an opportunity to prepare a written response to such material. The written response shall be attached to the materials. All materials placed in a personnel file are to be signed and dated.
4. All derogatory materials shall be removed from the employee's personnel file after remaining in the file for a period of five (5) years except that derogatory materials more than five (5) years old shall remain in the file if there has been a recurrence of the type of behavior to which the derogatory material relates within the preceding five (5) years. Sexual harassment, similar conduct or inappropriate relationships/communications with students shall remain as a permanent document in the employee's file and shall not be removed upon request. No derogatory materials removed from an employee's personnel file under this section shall be used in any disciplinary action against the employee. Removed materials shall be kept or destroyed in accordance with the Ohio Public Records Law. This paragraph does not apply to evaluations.

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

- B. Evaluation - No evaluation of any employee shall be placed in any personnel file without an opportunity for a meeting between the employee and the evaluator. An evaluation shall be made based upon observation and knowledge of the evaluator. The employee shall have the right to review and respond to any written evaluation as provided in A3 above. The employee may appeal an evaluation through the chain of command up to the level of the Superintendent or designee.

ARTICLE 25 – MILEAGE

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

ARTICLE 26 - ORGANIZATIONAL RIGHTS

- A. OAPSE Rights - OAPSE shall have the following rights in addition to the rights contained in any other portion of this Agreement:
 1. The right of access at reasonable times to areas in which employees work.
 2. The right to use, without charge, Board of Education bulletin boards, mailboxes, and the use of the school mail system and other means of communication for the posting or transmission of information or notices concerning OAPSE matters.

3. The right to review employees' personnel files and any other records dealing with employees when accompanied by the employee.
 4. The right to be supplied with, upon request, a complete hire date seniority roster of all bargaining unit employees on the effective date of this Agreement and annually thereafter. The roster shall indicate the employee's present classification and primary job site.
 5. The right to receive two (2) copies of any budget or financial material adopted by the Board of Education, upon request.
- B. Distribution of Contract - Within thirty (30) days after the execution of this contract, the Board of Education shall provide the Union President fifty (50) spiral bound copies and sufficient copies of this contract for every employee of the bargaining unit. The cost of reproduction shall be shared equally by the Board and the Local. All new hires to the district shall be provided with a copy of this Agreement by the Board at the time of employment. Sufficient copies of any written changes agreed to by the parties of this Agreement during the life of this Agreement shall be given to the Local President.

ARTICLE 27 - LAYOFF AND RECALL

- A. If layoff becomes necessary in a job classification for any reason decided by the Board, the following procedure shall govern such layoff:
1. The number of people affected by reduction in the force in a classification will be kept to a minimum by not employing replacements insofar as practicable of employees who resign, retire or otherwise vacate a position.
 2. A laid-off employee may displace a less senior employee within the classification or in a previously held classification as provided for in Section "H." Those employees affected by displacement may exercise their right to displace a less senior employee, and so on, until an employee is unable to exercise the displacement rights set forth herein and will be laid off from employment with the District. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. An authorized leave of absence for medical reasons does not constitute an interruption in continuous service. In the case of identical seniority, a flip of a coin shall be used, if three or more are tied, then by lot with Employees in attendance. Educational Assistants will refer to paragraph 3.
 3. Educational Assistants will follow procedures for displacement listed in 2 above, with the exception that the Educational Assistant will displace a less senior employee according to the following guideline:

The Educational Assistants listed in Article 45, Section A will be limited to displacing a less senior employee within the currently held position from which they were laid

off (for example: special education, computer lab, media center, and English Second Language [ESL]).

B. The following classifications shall be used in the event of layoff:

Local 205

1. Bus Driver
2. Chauffeur

Local 378

- | | |
|--------------------------|-----------------------|
| 1. Clerk III | 6. Latchkey Assistant |
| 2. Clerk IV | 7. Receptionist |
| 3. Data Entry I | 8. Secretary III |
| 4. Data Entry II | 9. Secretary II |
| 5. Educational Assistant | |

Local 568

- | | |
|-------------------|----------------------|
| 1. Cook | 5. HVAC Technician |
| 2. Crossing Guard | 6. Food Service Aide |
| 3. Custodian | 7. Maintenance |
| 4. Electrician | |

- C. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any permanent employee in that classification is laid off.
- D. Ten (10) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
1. The effective date of layoff;
 2. A statement advising the employee of their rights of reinstatement from the layoff.
- E. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and names of all employees employed for a probationary period shall be placed on the reinstatement list in the reverse order of layoff. The names of all other employees shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
- F. After the provisions of Article 37 B are followed, vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. An employee offered a reinstatement position must respond to the Superintendent or designee within forty-eight (48) hours of being offered the position and must return to work within

fourteen (14) calendar days from the date of acceptance of the reinstatement position. Any employee who declines reinstatement shall be removed from the reinstatement name list.

- G. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
- H. Any employee laid off may return to a previously held classification by displacing the least senior employee with the same or more hours in the previously held classification, based on classification seniority in said class.
- I. Members of this bargaining unit may be displaced from their positions by members of the bargaining unit presently represented by Local 727, OAPSE in the event of a layoff or job elimination in the bargaining unit represented by Local 727, OAPSE. The Local 727 bargaining unit members may only displace the least senior employees in a classification they previously held on their own shift provided the employee being displaced has less district seniority than the 727 member. If there is no less senior employee on the same shift as the 727 member, the 727 member may displace the least senior employee on the next shift provided the employee being displaced has less district seniority than the 727 member and so on for the third shift. Any member of the bargaining unit in this agreement, displaced under this paragraph, shall have the right to displace the least senior employee on the next shift, or utilize paragraph I above, if applicable.

ARTICLE 28 - DISCIPLINARY ACTION

- A. Each newly hired employee shall serve a probationary period of nine (9) working months. Each employee who is promoted or moves to a different classification, as referenced in Article 3, Subsection B, shall serve a probationary period of three (3) working months. During the first half of the probationary period, an employee shall not be terminated, except for just cause, which shall be defined as incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the rules of the civil service commission, or any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in office.
- B. After the successful completion of the probationary period, employees of the bargaining unit may only be disciplined or discharged for just cause, which shall be defined as incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the rules of the civil service commission, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes but is not limited to dismissal, demotion or suspension.

C. Normally, an employee subject to disciplinary action shall be given a verbal warning as a first step. Usually, the disciplinary procedure will proceed under normal circumstances as follows:

1. Verbal Reprimand in Written Form
2. Written Reprimand
3. 1 – 3 Day Suspension
4. 3 – 5 Day Suspension
5. Termination

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

D. Each employee shall be entitled to have the OAPSE Field Representative or designated member of the bargaining unit at any disciplinary or fact finding hearing. Written notice of the purpose of any disciplinary or fact finding hearing from which disciplinary action may arise shall be hand delivered to the employee forty eight (48) hours in advance of the hearing or mailed to the employees home address not less than three work days prior to the hearing. The employee will be informed of his right to OAPSE representation in the notice.

E. No prior act shall be considered in employee disciplinary proceedings unless the employee was warned, reprimanded or otherwise disciplined for such prior act.

ARTICLE 29 - GRIEVANCE PROCEDURE

A. Definition- A grievance is a written claim by a member based upon an alleged misinterpretation or misapplication of the provisions of this agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

B. Procedure - Grievances shall be handled in the following manner:

1. The written grievance must be initiated at Step Two within twenty-five (25) calendar days of the date of its alleged occurrence.
2. Step One - A member may present directly or through his/her building representative, his/her potential grievance to his/her immediate supervisor. The potential grievance shall be submitted orally. If the potential grievance is not satisfactorily adjusted informally, the process may proceed to Step Two.
3. Step Two - An aggrieved employee may present directly or through his/her building representative, his/her grievance to his/her immediate supervisor in writing. If the grievance is not satisfactorily adjusted within five (5) work days after the submission of the grievance, the immediate supervisor within five (5) work days after the

submission of the grievance shall reduce to writing his/her response to the grievance. Written response to the grievance shall be submitted to the aggrieved party and the building representative. The grievant may elect representation by the OAPSE Field Representative or designated member of the bargaining unit at Step Three and above of the grievance procedure.

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

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

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

8. The opinion of the arbitrator shall be binding upon the Board of Education and the Local.
9. At the option of either party, the provisions of this Article 29 B., procedure, may be reopened for bargaining between June 1, 2013 and July 31, 2013 in accordance with Article 16.

ARTICLE 30 - WORKERS' COMPENSATION

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

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

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

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

Following the approval to return to work by the physician in charge of the Board of Education's Workers' Compensation Managed Care Program for employees unable to return to work without any restrictions as a result of a work related injury, the Board will provide a transitional work program. The physician in charge will approve the duties and the number of hours per day the employee can work in the transitional program. Said duties may vary and may or may not be typical duties of said employee's classification.

The transitional work program will give the employee the opportunity to report back to work as quickly as possible. The employee must report for duty to the office of the Superintendent or designee the next work day following notification by the Superintendent or designee that the transitional work program has been approved. The employee will be paid his/her regular rate of pay for hours worked while in the transitional work program.

The initial transitional work program will be for no more than a period of ten (10) weeks. Progress reviews will be conducted by the physician, employee and employer at the fourth, eighth and tenth weeks. Continuation of the transitional work program beyond the initial ten (10) weeks will be determined on a case-by-case basis involving the physician in charge, the employee, the Local President and the Superintendent or designee.

ARTICLE 31- LEAVES OF ABSENCE

Adoption Leave

- A. An employee may use up to five (5) days of accumulated sick leave for his/her personal adoption of an infant less than one (1) year old.
- B. If both adoptive parents are bargaining unit members their combined use of sick leave for the purpose of adoption is limited to five (5) days total.
- C. Members who adopt may also use unpaid Family Medical Leave Act (FMLA) as applicable and as referenced in the Family Medical Leave section that follows.
- D. Members who adopt may also use unpaid Childrearing Leave as specified in the Childrearing section that follows.

Assault Leave

- A. Any member who is unable to perform his/her duties due to a physical assault upon the member while performing school-related activities shall receive assault leave up to a maximum of thirty (30) days. Performing school-related activities shall be interpreted to include any actions taken by members to control, discipline or otherwise direct the behavior of individuals which disrupt a school function. This shall not include actions taken for personal reasons. Upon request, the member shall provide the Superintendent with a statement from his/her physician that the member is unable to perform the duties of his/her position due to the injury.
- B. All absences due to court appearances resulting from school related assaults shall be chargeable to assault leave.

Childrearing

- A. Unpaid Childrearing Leave for a newly born or newly adopted child shall be granted to a member for up to twelve (12) consecutive months. Extensions may be granted at the discretion of the Board. Members shall submit a written notice to the Superintendent not later than thirty (30) calendar days prior to the members last workday advising the Superintendent of the date that this leave is to begin.
- B. Member's rights while on Childrearing Leave are the same as those stated for Unpaid Leaves of Absence.

- C. The Board recognizes that the granting of unpaid Childrearing Leave does not preclude a pregnant member from also exercising her statutory rights to Sick Leave and/or an unpaid leave in accordance with the Statutory Law of Ohio. Childrearing Leave, Sick Leave and Medical Leave cannot run concurrently.

Jury Duty

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

Maternity Leave

- A. Female members may use accumulated sick days and/or personal days on an as needed basis during prenatal period. Immediately following the date of delivery female members may use their accumulated sick days and/or personal days for any scheduled workdays during the period of fifty-six (56) calendar days immediately following the date of delivery. The member is expected to return to work at the conclusion of the fifty-six (56) calendar day period unless the use of additional accumulated sick days is required by the attending physician's written direction or if the member requests and is granted an unpaid Childrearing Leave of Absence.
- B. Members who do not have sufficient accumulated sick days and/or personal days to cover the workdays in the fifty-six (56) calendar day period immediately after the date of delivery and are unable to return to work must apply for an unpaid Childrearing Leave of Absence until released by the attending physician. Release by the attending physician does not preclude the member from being granted an initial or extension to an unpaid Childrearing Leave of Absence.

Military Leave

- A. Any regular member who may be conscripted or involuntarily activated into the defense forces of the United States for service or training shall be granted Military Leave. Such members shall be reinstated into their positions in the school system with full credit, including the annual increments under the salary schedule upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made within a reasonable time. (O.R.C. 3313.13)

OAPSE Leave

- A. OAPSE Locals 205, 378, and 568 shall each be granted a cumulative annual total of seven (7) employee work days release time to conduct Local business. Approval shall be granted upon three (3) day advance written notification to the Superintendent and his/her approved

designee by the Local President using the appropriate form (Appendix H). Personal leave or any other leave will not be deducted for the member(s) listed on the form. OAPSE Leave does not apply to attendance at negotiations sessions.

Personal Business Leave

- A. A member by contract is permitted three (3) paid personal leave days each school year. A personal leave day is defined as a day to transact business or other personal matters that are not covered by the sick leave policy or cannot be done outside the workday. On days immediately before or after a holiday, personal leave days may only be used if needed because of verified emergency conditions affecting the member at the sole discretion of the Superintendent or his/her approved designee. The emergency conditions must be described either in writing or in a personal conference with the Superintendent or his/her approved designee. Members may not use personal days to be gainfully employed by another employer during the hours the employee is scheduled to work for the Board.
- B. Request for Personal Leave (Appendix D) must be submitted to the immediate supervisor at least three (3) days in advance of the requested date. The three (3) day limitation may be waived in the event of a confirmed emergency.
- C. No more than one person, per classification, per building, per shift or eight percent (8%) of the classification in all months, except May and June, whichever is greater, will be permitted to use personal leave on any given day unless approved differently at the sole discretion of the Superintendent or his/her approved designee. Members who request personal business days during the months of May and June must indicate in writing their reason for making the request and approval of the day(s) will be at the sole discretion of the Superintendent or his/her approved designee.
- D. A personal leave day may be used in one-quarter ($\frac{1}{4}$) day increments.
- E. Unused personal days will be converted to sick days at a rate of one (1) sick day per one (1) unused personal leave day.

Professional Leave

- A. Professional Leave shall be defined as leave for attendance at professional meeting of a relatively short duration such as conferences, workshops, seminars, or other professional growth opportunities which develop professional growth based on district, building, and student needs.
- B. The request for professional leave shall be submitted on the approved form (Appendix I) and submitted to the immediate supervisor. The immediate supervisor will confer with the building principal as to the relevance of the request. The principal will recommend approval/disapproval and submit the form to the Superintendent or designee. The request for professional leave must be date stamped in the Superintendent or designee's office at least five (5) days in advance of the requested leave in order to be approved.

- C. Professional Leave may be approved if:
 - 1. The request directly relates to the individual's duties and is designed to improve performance in their daily duties, and
 - 2. The administration deems such request necessary, and
 - 3. Money is available in the building budget.
- D. Reimbursement for reasonable expenses transportation, lodging, meals, and registration fees may be authorized based on available finances.
- E. Attendance is required at the professional meeting or activity for which professional leave has been approved.
- F. The number of members on professional leave/personal leave in a building on any one day may be restricted to a number equal to five (5) percent of each classification of the building.

Sick Leave

- A. All members of the bargaining unit shall be entitled to fifteen (15) days sick leave with pay per year, which shall be credited at the rate of one and one fourth (1 1/4) days per month, accumulated to a maximum of 330 days.
- B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for such absence due to illness, injury or death in the employee's immediate family. Sick leave may not be used to be gainfully employed by another employer during the hours the employee is scheduled to work for the Board.
- C. Any accumulated sick leave of a person separated from any other public service shall be transferable pursuant to State statute.
- D. Employees who render part-time service shall be entitled to sick leave for the time actually worked at the rate of the full-time employee.
- E. For the purpose of the foregoing, immediate family consists of the employee's spouse, employee's parents, spouse's parents, children, sisters, brothers, grandparents, grandchildren, stepparents, stepchildren, spouse's grandparents, and family members residing in the employee's household. For the purposes of bereavement, members may use up to two (2) days per year for any family member, good friend, or neighbor. These days may be used in one-quarter (1/4) day increments. The two (2) day bereavement limitation may be waived by the Superintendent or designee. The following relationships are not subject to the annual paid bereavement leave limits: employee's spouse, employee's parents, and employee's sister, brother, children/stepchildren and other persons living in the same household. Undocumented absences will count towards the number for excessive use of sick leave.

F. Sick days can only be used in full day, 3/4, 1/2 or 1/4 increments. Members, on the day of their return, must complete a sick leave form (Appendix C) and give it to their immediate supervisor. Failure to do so may result in loss of pay for the amount of time the member was off work and/or additional disciplinary action.

G. Excessive Use of Sick Leave

1. The excessive use of sick leave is defined as the use of sick leave without supporting medical documentation from a physician or other appropriate licensed health care provider or bereavement documentation for eight (8) or more days in the fiscal year (July 1 – June 30).
2. When the 8th sick leave day has been used, the Business Office, the Superintendent or designee will audit the previous incidences for supporting documentation. In the event that no documentation has been received, it will be considered a pattern of excessive use of sick leave.
3. If the Superintendent or designee believes a pattern of excessive use of sick leave exists, the employee may be subject to progressive disciplinary action (see Article 28).

Unpaid Leaves of Absence

A. Day(s) Without Pay

1. Members may apply for and be granted up to two (2) aggregate days without pay per work year contingent upon the following:
 - a. The member has exhausted his/her personal days.
 - b. A day or partial day without pay cannot be used the day before or after a holiday.
 - c. A day or partial day without pay cannot be used by the member to be gainfully employed by another employer during the hours an employee is scheduled to work for the Board.
 - d. Members must submit a day without pay form to the building principal/immediate supervisor at least three (3) days in advance of the requested day(s) (See Appendix F for form).
2. Days without pay may be used in one-quarter (¼) day increments.
3. Requests for days without pay in excess of an aggregate of two (2) days per work year must be made in writing to the Superintendent or designee.
4. Days taken without pay not approved by the building principal, immediate supervisor and/or Superintendent or designee will be considered as absent without leave and subject to discipline.

B. Long Term Unpaid Leave of Absence

1. Upon written request (Appendix G) by the member to the Superintendent or his/her approved designee, the Board of Education may grant an unpaid leave of absence for a period of not more than two (2) years for educational, professional or other reasons. Upon written request and written verification by the employee's physician, the Board of Education shall grant an unpaid medical leave of absence where illness or other disability is the reason for the request, for a period of not more than a total of two (2) years for the same illness or disability. For purposes of this section, if an employee returns to work for a continuous period of one (1) year after a medical leave without any further medical leave for the same illness or disability, a subsequent request for a medical leave for a recurrence of the illness or disability shall be treated as an initial request for medical leave and shall entitle the employee to eligibility for another two (2) years of medical leave for such recurring illness or disability.
2. While on any form of leave of absence in excess of sixty (60) consecutive calendar days all health and dental benefits, vacation and sick day accruals cease sixty (60) days after the effective date of the leave, provided, however, that health and dental benefits shall remain in effect during a medical leave of absence due to an injury sustained in the course of his/her employment of the Board for a maximum period of two (2) years during the job related medical leave of absence. Where health and dental benefits have ceased during a leave of absence, an employee may continue said benefits on a self-pay basis, if permitted by the Benefit Plan.
3. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for that purpose of replacing the returning employee while he/she was on leave.
4. If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.

C. Family and Medical Leave Act

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

ARTICLE 32 - HOURS AND OVERTIME

- A. The normal work week for full-time employees shall consist of five (5) consecutive days and forty (40) hours per week except as otherwise provided herein. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the school district.

- B. The length of the work day shall be designated by the Board for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular ascertainable minimum number of hours. An employee's daily hourly rate and assigned hours (except drivers) shall be stipulated within their annual notification of wages.
- C. Except as otherwise provided herein all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1 ½) the regular rate of pay of the employee. Overtime is defined to include any regular time worked in excess of forty (40) hours in any calendar week. Holidays, calamity days, jury duty, and professional leave shall be considered hours worked for the purpose of overtime.

All hours worked on Sunday shall be compensated at time and one-half (1 ½) the employee's regular rate.

All hours worked on paid holidays, designated by this contract, shall be compensated at time and one-half (1 ½) the regular rate of pay in addition to the employee's regular holiday pay for not working.

- D. Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay or actual time spent, whichever is greater, at the overtime rate. This paragraph does not apply to Transportation employees.
- E. Any employee called back to work outside his/her regular shift shall be compensated for at least two (2) hours pay or actual time spent, whichever is greater, at the overtime rate of pay under this Agreement, provided that the call-in is at least two (2) or more hours prior to the start of the next regularly scheduled shift. This paragraph shall not apply to additional time worked at the end of a regularly scheduled shift and does not apply to Transportation employees.
- F. If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the Board shall arrange to allow sufficient time for such voting by the employee.
- G. Any custodian or maintenance employee in the bargaining unit whose assigned work shift commences on or after 3:00 P.M. shall receive a second shift differential, and whose assigned work shift commences on or after 11:00 p.m. shall receive a third shift differential as shown in the attached wage schedules. Any employee who works a split shift will be paid at the shift differential for which he/she works the majority of his/her hours.
- H. When needed, overtime work within a classification within a building shall be assigned to employees on the Overtime Desired List on a rotating basis in order of classification seniority. Two (2) weeks prior to the start of the months July, October, January and April, an employee desiring to work overtime during that three (3) month period shall place his/her name on the "Overtime Desired List". The Overtime Desired List shall be established by classification within a building. The Overtime Desired List shall remain valid until the next Overtime Desired List is established. For purposes of Extended Detention and Saturday School at Fairfield High School only, separate overtime desired lists shall be created for those Educational Assistants assigned to Fairfield High School,

Freshman School, and Middle School who desire such overtime and whose students are involved in the detention. Middle School Educational Assistants shall only be eligible for the Saturday School overtime list. These overtime assignments will occur on a rotating basis in the order of classification seniority.

Once an employee has placed his/her name on the list, the employee must work all the overtime assignments he/she is eligible for except one (1) overtime assignment in each three (3) month period. The employee may elect to turn down one (1) overtime assignment in each three (3) month period. Should the employee elect to turn down a second overtime assignment in a three (3) month period, the employee will be removed from the Overtime Desired List for the remainder of that three (3) month period. Employees on approved leave shall be passed over. If an employee on the Overtime Desired List transfers to another building, his/her name will be inserted on the already rotating list in that building in order of his/her classification seniority date. A newly hired employee may add his/her name to the Overtime Desired list within two (2) weeks of his/her start date. The newly hired employee will be placed on the already rotating list in order of his/her classification seniority date. Any employee may remove his/her name at anytime during the three (3) month period, unless he/she is scheduled to work an overtime assignment, then he/she must first work the overtime assignment before he/she is permitted to remove his/her name from the list.

Should the Overtime Desired List not provide a sufficient number of employees for an event, employees not on the Overtime Desired List may be required to work overtime in ascending order starting with the least senior employee within a classification within a building until the event is fully staffed. For the purpose of the foregoing overtime assignments shall be defined as scheduled overtime events and do not include emergencies or substituting for another employee. Should a scheduled overtime event require specific skills, the union president of the chapter in which the overtime will occur, shall be contacted and a joint decision as to how to assign the overtime will be made. (Transportation refer to Article 40.)

A district-wide custodial overtime list shall be utilized for the purpose of snow removal outside of the custodial employee's assigned building when required by the Supervisor of Buildings and Grounds. The snow removal list shall be rotated by seniority. Any current district custodian may sign up for the district-wide custodial overtime snow removal list. Any custodial employee who turns down more than one assignment during the period of snow removal will be removed from the list for that school year.

- I. Pyramiding of premium and/or overtime. The allowance of overtime or premium payment on any time for which an employee receives overtime or premium compensation eliminates that time from consideration for overtime or premium payment on any other basis. If the time worked falls under two or more overtime and/or premium pay classifications the higher rate shall prevail.
- J. Substitute hours and extra hours will be filled at the sole discretion of the supervisor. The needs of the students and school district are the priority when filling these hours. Management is permitted but not required to use other employees as substitute workers, with the employee's consent.

K. Breaks & Lunch

Any employee who works four (4) consecutive hours is entitled to a paid ten (10) minute break.

Any employee who works over five (5) consecutive hours is entitled to a paid one-half (1/2) hour lunch break.

Any employee who works seven (7) consecutive hours or more is entitled to one paid ten (10) minute break in addition to a paid one-half (1/2) hour lunch.

Breaks and lunch breaks will be scheduled with the immediate supervisor.

- L. All food service aides represented by Local 568 shall be guaranteed a minimum of three (3) hours of work per scheduled work day.

ARTICLE 33 – SAFETY

- A. The Board of Education will comply with the standards of Ohio H.B. 308 in providing a safe work environment, including the utilization of safety committees and procedures. No employee shall be in any way discriminated against as a result of reporting anything believed to be a violation of this section.

- B. Accident Review Board - All accidents involving board vehicles, machinery or equipment shall be reported immediately and shall be reviewed by an accident review board. A reportable accident is any accident involving a Board vehicle, equipment or machinery which results in property damage and/or personal injury regardless of who is injured or what property is damaged, to what extent or where it occurs, regardless of who is responsible. The accident review board shall be composed of six (6) members as follows: three (3) management representatives selected annually by the Superintendent or designee from the various school operations, one (1) representative from the 568 Local and two (2) representatives from the 205 Local. Each bargaining unit representative shall be elected annually by the respective bargaining unit membership from those members who have completed at least one year of accident-free and citation-free driving. The board shall meet as necessary if there are accidents to review.

Following a thorough review of the accident report prepared by the driver or operator of the Board vehicle, machinery or equipment and other such evidence as the accident review board deems appropriate, the accident review board shall render a determination regarding the ability to avoid the accident on the part of the driver or operator. The accident review board's determination of the ability to avoid the accident shall be based upon whether any reasonable act on the part of the driver or operator could have been performed that might have avoided the accident. The accident review board shall also make recommendations for such preventive measures which could have avoided the accident. The accident review board's findings and recommendations shall be reduced to writing with copies forwarded to the employee, the employee's supervisor, the employee's personnel file and the

Superintendent or designee. The findings and recommendations of the accident review board shall have no bearing on any disciplinary proceeding under Article 28.

C. No Smoking Policy

The members will comply with Fairfield Board of Education Policy GBK regarding smoking.

In addition, the following shall apply:

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

D. Drug Free Workplace

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

1. No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law, in the workplace.
2. "Workplace" is the site for the performance of any work done in connection with the District. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property) or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities.
3. As a condition of employment, each employee shall notify his/her supervisor, in writing, of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.
4. Employees will be given a copy of the standards of conduct and the statement of disciplinary sanctions and will be notified that compliance with the standards of conduct is mandatory. Employees who violate the policy shall be subject to administrative regulations, local, state and federal laws and/or the negotiated agreement, up to and including termination. Any employee in violation of this policy

may be required to participate in a drug abuse assistance or rehabilitation program approved by the Board.

5. Employees will be provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.
6. Annually, employees will receive a list of local drug and alcohol counseling, rehabilitation and re-entry programs and services which are available in the community. Lists will also be available in the central office.

ARTICLE 34 - SEVERANCE PAY

- A. The Board shall grant severance pay to any member who is employed by the Fairfield School District and who is certified to retire and actually retires from service in the State of Ohio.
- B. Severance pay shall be calculated at one-half ($\frac{1}{2}$) of the first 160 days plus one-fourth ($\frac{1}{4}$) of the next 110 days, up to a maximum of 107.5 days of severance pay.
- C. Any member who dies while on active service or on any Board approved leave of absence of the Fairfield School District, is deemed to have retired the day prior to his/her death. Severance pay benefits shall be determined by the individual's sick leave accumulation as applied to the above formula.
- D. The member or beneficiary of the member shall receive total payment within thirty (30) days after the effective date of retirement.

ARTICLE 35 - CLASSIFICATION PAY

- A. The Board agrees that if any employee is required by the immediate supervisor or building principal to perform work in another classification, such employee required to perform work in another classification shall receive his/her regular rate or the rate of the other classification at said employee's experience step, whichever is higher for said employee's each full day complement of duties performed in the other classification.
- B. Members accepting additional work outside of his/her normal annually scheduled obligations and outside of his/her assigned classification will be compensated at the base rate of the classification within which the member agrees to work.

ARTICLE 36 - SENIORITY DEFINITIONS

- A. System Seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire.

- B. Job Classification Seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classification shall correspond with the job classification set forth on the salary schedule as published by the Board of Education.
- C. Seniority within job classification for vacant positions will prevail at all times, unless otherwise specified in this agreement.
- D. When members are on approved leave for periods of thirty (30) consecutive calendar days or less, seniority shall not be affected. Seniority shall not accumulate during approved leaves exceeding thirty (30) consecutive calendar days except those which are for medical reasons.

ARTICLE 37 - TRANSFERS AND PROMOTIONS

- A. As used in this Article, a vacancy shall occur when the Board establishes a new position or assignment not currently held by an existing employee or an existing employee vacates an existing position or assignment which is not abolished by the Board. Changes in the assigned duties of an employee within the job classification of the employee shall not be considered vacancies except as otherwise provided in this paragraph. Changes in assigned duties involving changes in the amount of work hours or building relocation [except building relocation directly related to relocation of a previously assigned student(s)] shall be considered vacancies subject to the posting procedure. Changes in the assigned duties of Educational Assistant personnel which involve duties within another job description for Educational Assistant or involve duties with ED or MD students not in a cross-categorical setting will be considered a vacancy and shall be posted. If any employee's assigned duties are altered so that the posting procedure is implemented, the employee must participate in the posting process for positions or assignments which remain within his/her job classification or for which he/she is otherwise eligible within the bargaining unit in order to retain employment. The employee does not have a right to retain or return to previously assigned duties if the Board determines that such duties are no longer needed. In order to fulfill the newly assigned duties, an employee may be involuntarily required to perform the newly assigned duties for a period of not more than thirty (30) days.
- B. When a vacancy occurs in a classification or an assignment, it shall be posted in a conspicuous place in each open building for a period of three (3) working days and a copy will be sent to the OAPSE President. Eligible employees in the posted classification may request the vacant position in writing. Such applications must be received by the Superintendent or designee by the close of the work day (4:00 p.m.) on the third (3rd) day of the posting period. All vacancies shall be posted expeditiously and must be posted no later than thirty-five (35) working days for the applicable classification after board approval or the completion of the guidelines described in section F of this article.
- C. If an employee within the same classification requests the position in writing, the employee with the highest seniority date and qualification shall be awarded the position except as provided in Article 44 and 45.

D. Probationary Transfers

1. Employees serving their initial nine (9) working month probationary period may not transfer to another position within their classification until the initial nine (9) working month probationary period has expired unless the position within the classification offers more work hours per day. Employees serving their initial nine (9) working month probationary period may transfer to another position offering more work hours per day within his/her classification one (1) time during the initial nine (9) working month probationary period. With the effective date of said transfer the initial nine (9) working month probationary period will start over if the transfer causes the employee to go to another building, however if the transfer allows the employee to remain in the same building the employee's probationary period will be uninterrupted. Said transferred employee may not transfer to another position within his/her classification until the reinstated or continued probationary period has expired.
2. Employees serving a three (3) working month promotional probationary period may transfer to another position within his/her classification one (1) time during the initial three (3) working month promotional probationary period. With the effective date of said transfer the initial three (3) working month promotional probationary period will start over and said transferred employee may not transfer to another position within his/her classification until the reinstated promotional probationary period has expired. (Transportation refer to Article 40.)

E. Any existing employee who is on an entry-level civil service list for a position and is otherwise eligible for appointment to the position or an existing employee who applies for an unclassified civil service position for which no list is required and the employee is otherwise eligible and excluding those positions which are excluded from the bargaining unit in Article 3 B. shall be interviewed and considered before hiring a person who is not an existing employee. An existing employee who is not selected is entitled upon written request to a conference with the Superintendent or designee for discussion of reason(s) why the position was not granted to him or her. A President of any Fairfield OAPSE Local may also be present at any such conference.

F. Any employee who has changed position within a classification through the posting procedure may do this no more than three times in any calendar year. Any employee who changes positions within a classification through the posting procedure may choose to return to their former position within three (3) work days after each move to a new position. The employee must notify the designated supervisor or designated administrator of their choice to return prior to the end of their shift on the third work day and a return date will be established. (Transportation refer to Article 40.) The employee may elect to waive the three (3) work day provision by completing a waiver through the Business Office.

G. In the case of transfers or promotions to a different classification seniority will be maintained in the employee's previous classification until the probationary period is complete. Seniority in the different classification will then date back to the first date transferred.

- H. Any employee may request a transfer to a posted position of lower pay and/or fewer hours. The pay rate will be the level bid or posted and not the employee's previous level.

ARTICLE 38 - CHECK OFF AND ORGANIZATIONAL SECURITY

- A. OAPSE shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the Board of Education. The Board authorizes the Treasurer to make payroll deductions for insurance premiums, credit union deposits, political contributions and tax sheltered annuities if requested by members. Deductions will only be made for companies or organizations that have a minimum of one percent (1%) of the district's employees enrolled and for tax sheltered annuities. The company designated may be required to execute a reasonable agreement protecting the district from any liability. However, the Treasurer will not be involved in completing claims, forms, etc. but rather deduct the premiums and send same to the appropriate party.
- B. Payroll membership dues deductions shall be continuous and shall be revocable once during the term of this contract by written notice to the Treasurer, delivered during the ten (10) days prior to August 31, 2013. Payroll membership dues deductions for which the Treasurer has received written notice of revocation during the ten (10) days prior to August 31, 2013 shall be terminated effective September 1, 2013.
- C. The Board agrees not to honor any membership dues deduction by any employee of the bargaining unit, in favor of any other labor organization unless determined otherwise by a secret ballot election.
- D. Individual authorization forms shall be furnished by OAPSE and, when executed, shall be filed by the local Chapter Treasurer with the Board Treasurer.
- E. A member shall have the option to have dues deducted anytime they wish to join but those requests must first be initiated with the Local Treasurer. All requests for new deductions must be submitted to the Treasurer of the Board by the first day of each month. The Treasurer of the Board will enter the requested payroll deduction into the computer at the earliest possible date. The amount of annual dues, including local chapter dues, shall be clearly stated upon each member's dues authorization.
- F. The Treasurer of the Board shall immediately notify the Local Treasurer if any member revokes his/her dues authorization.
- G. All dues collected by the Treasurer of the Board will be forwarded to State OAPSE each month accompanied by a list of dues paying members.
- H. The Local Union will assume full responsibility for its financial obligations to the State OAPSE organization and hold the Board harmless.

I. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Local, a fair share fee for the Local's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Local's work in the realm of collective bargaining. Nothing contained in this Article or contract shall be construed to require that any employee become a member of the Local or any of its affiliates.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee shall be transmitted in writing by the Local to the Board Treasurer on or before September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Local on the same schedule as Local membership dues deductions are transmitted.

3. Schedule of Fair Share Fee Deductions

- a. Payroll Deduction of such annual fair share fees shall commence on the first pay in October each year in the same manner as local dues. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date for which membership dues are made on or after the later of sixty (60) days' employment in a bargaining unit position or October 1.
- b. Upon termination of membership during the membership year the Board Treasurer shall, upon written notification from the Local that a member has terminated Local membership, commence the deduction of the fair share fee with respect to the former member on the first pay date for which membership dues deductions are made occurring on or after thirty (30) days from the receipt by the Board Treasurer of the written notice of termination of Local membership.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Local represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09(c) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Local and that such

procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement of Rebate

Upon timely demand, non-members may apply to the Local for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Local.

7. Board Responsibility and Indemnification by Local

It is specifically understood that the only responsibility the Board assumes is to deduct the fair share fees in the amount specified by the Local and to forward such fair share fees according to the terms of this Article. The Local will hold the Board harmless from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense of any action or inaction, claimed or otherwise, to which the Board may be liable by virtue of the provisions of this Article.

J. People Deduction

1. Payroll Deduction of People Deduction. The Board agrees to deduct from the wages of any employee who is a member of the union, a People Deduction as provided for in a written authorization. Such authorization must be executed by the employee. The employee may only revoke his/her authorization between June 15 and June 30 of each year during the term of this contract by giving written notice to both the Board and the Union.
2. Transmittal of Deductions. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such People Deductions were made, the period covered, and the amounts deducted for each.
3. Board Responsibility and Indemnification by Local. It is specifically understood that the only responsibility the Board assumes is to deduct the People Deductions in the amount specified by the employee and to forward such People Deductions according to the terms of this Article. The Local will hold the Board harmless from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense of any action or inaction, claimed or otherwise, to which the Board may be liable by virtue of the provisions of this Article.

ARTICLE 39 - CALAMITY DAYS

- A. Calamity days shall be defined as any full day closing of the school system or building due to inclement weather, epidemic or conditions that render the school system or building unfit for use by students on a day when students were scheduled to be in attendance to meet the state minimum standards as outlined in the Board's annually adopted school calendar. Early dismissals and late starts for students shall not be considered calamity

days. In the event of an early dismissal or late start for students, all employees will be expected to complete their normal work shift unless the Superintendent or designee(s) grants permission for individual employees to be dismissed early or start late, except as otherwise provided herein for Educational Assistants whose only duties pertain to students who are not at school or on the bus during an early dismissal or late start. The decisions of the Superintendent or designee(s) as to employees who may be dismissed early or start late shall not be subject to grievance. This may result in some employees being required to work their normal hours while others are dismissed early or start late. No employee shall be entitled to overtime or additional compensation for working their normal hours in the event of an early dismissal or late start. Educational Assistants whose duties pertain only to students who are not present at school or on the bus during early dismissals or late starts may report late or leave early in accordance with the general late start or early dismissal times for their school without loss of pay and without being required to complete their normal work shift.

- B. No member of the bargaining unit shall lose wages as a result of a calamity day(s). Any member required to work on a calamity day shall receive double time for the actual time worked. If the time actually worked is less than eight (8) hours or the normal work shift, whichever is less, the difference between eight (8) hours or the normal work shift, whichever is less, and the actual time worked shall be compensated at the regular rate. This provision does not apply to fieldtrips or activity trips in Transportation.

ARTICLE 40 – TRANSPORTATION

A. Definitions

1. Transportation Department Employees are bus drivers and chauffeurs as those individuals are designated by the Fairfield Civil Service Commission and education assistant as specified in Article 3, section B of this Agreement.
2. A Route is a series of pickups and/or dropoffs of students by bus drivers as determined by the Transportation Director.
3. A Chauffeur Assignment Package (hereinafter C.A.P.) is a series of pickups and/or dropoffs of students by chauffeurs which comprise the chauffeur's work day as determined by the Transportation Director.
4. A Driver Assignment Package (hereinafter D.A.P.) is a group of routes which comprise the driver's work day as determined by the Transportation Director

B. General Items

1. Meetings - Bus Drivers and chauffeurs shall be paid at their hourly rate for nine (9) one hour safety meetings attended (September – May) and a minimum of eight (8) hours at their hourly rate for attending the annual meeting and time spent taking the physical examination. Drivers and chauffeurs will be compensated at their hourly rate for time required to carry out any other tasks pertaining to their job (meetings with principals,

taking vehicle to and from the garage, required attendance at meetings of all department personnel, practice routes, etc). Educational assistants will be paid two (2)

hours at their hourly rate for attending the annual meetings and actual time spent for practice routes driven with their assigned chauffeur.

2. Schools Not in Session - On days when Fairfield Schools are not in session, Transportation Department employees who are required to work will be paid but in no case less than three (3) hours pay for the morning (before 12:00 Noon) if worked and three (3) hours pay for the afternoon (after 12:00 Noon) if worked.

Transportation Department employees who sign up to work open routes will be assigned by classification seniority order on a daily basis on days when Fairfield Schools are not in session.

3. Calamity Days in Non-Public Schools - If a non-public school closes for a calamity day and the Fairfield Schools are open and a Transportation employee was scheduled to be paid for hours worked for the non-public school, the Transportation employee shall receive no deduction in pay for said hours not worked but will remain available for other duties as assigned by the Transportation Director without additional compensation.
4. Layovers – Drivers, chauffeurs or educational assistants who have required layovers when they are not scheduled for duties for a continuous period of less than one (1) hour shall be paid at their regular rate for the layover time. They are to remain at their duty station, as determined by the Transportation Director during the layover. When scheduled layovers of one (1) hour or more are reduced to less than one (1) hour by the employee accepting additional work or performing other duties not regularly scheduled, the employee shall still go off the clock except while such additional work or other duties are performed, even when the actual layover time is then less than one (1) hour.
5. Early Dismissal - In the event of an early dismissal, a bus driver assigned to the routes associated with the building being dismissed will cover the early dismissal unless the bus driver is committed to other regularly assigned route(s) which shall take precedence. In the event a bus driver does not cover any of his/her regular routes during an early dismissal because of a conflicting regular route, the driver shall be paid for the time of the route or routes missed but must remain available during that time for other duties as assigned by the Transportation Director without additional compensation.
6. Environmental Routes - Are those which are run by chauffeurs and educational assistants in conjunction with educational activities for handicapped students but are run on an intermittent recurring basis depending on educational needs and scheduling and therefore are not field trips, activity trips, regular routes or extras. As much as possible environmental routes will be included in the C.A.P.'s for the fall selection process. The Board may cancel any environmental route in part or totally but chauffeurs and educational assistants shall be paid for any canceled environmental

route which is canceled with seven (7) or less days notice. Chauffeurs and educational assistants shall not be paid for environmental routes which are canceled with more than seven (7) days notice.

7. Supplemental Routes are those which are run by bus drivers in conjunction with educational activities but are run on an intermittent recurring basis depending on educational needs and scheduling and therefore are not field trips, activity trips, regular routes or extras. As much as possible, supplemental routes for bus drivers will be included in the D.A.P.'s for the August selection process. Bus drivers bid on supplemental routes which have not been included in D.A.P.'s by seniority and availability with regular daily routes. The Board may cancel any supplemental route in part or totally but bus drivers shall be paid for any canceled supplemental route which is canceled with seven (7) or less days notice. Bus drivers shall not be paid for supplemental routes which are canceled with more than seven (7) days notice.
8. Abstracts - The Board shall pay the cost of the required driving abstract, random drug testing and the Bureau of Criminal Investigation check, for bus drivers and chauffeurs. Transportation employees who are required to report for random drug testing will be paid a minimum of one (1) hour for each time they are selected.
9. Physical Exams - Board paid T-8 physical examinations for bus drivers and chauffeurs will be conducted at an off-site facility the two (2) weeks immediately following the last day of Fairfield student attendance for the school year. Additional testing, examination and/or treatment shall be the responsibility of the employee.
10. CDL License and Certification - The Board will place any bus driver or chauffeur who does not maintain their CDL license and certification on a leave of absence without pay and benefits. Upon the expiration of six (6) months leave of absence, the leave shall expire immediately and the employment of the bus driver or chauffeur shall automatically terminate at that time. The Board will assume required license renewal costs for bus drivers and chauffeurs who are in paid status only.
11. New Buses - No bus driver or chauffeur who has selected a new bus shall be eligible to select another new bus until three years have elapsed from the date the previous new bus was placed in service.
12. Bus Video Cameras - It is agreed that when the Fairfield Board of Education implements the use of a school bus video monitoring system within each bus, each driver/chauffeur and educational assistant will be given notice when an actual camera is being placed on board his/her bus.
13. Behind-The-Wheel (BTW) Trainers—Drivers and chauffeurs who are interested in being Behind-The-Wheel (BTW) trainers shall sign a sign up list for that position. If the Transportation Director determines that there is a need for an additional trainer(s), the Transportation Director shall select the additional trainer(s) from the sign up list. The Transportation Director shall not be required to select from the list on the basis of seniority. However, any more senior employee who is not selected may request a

meeting with the Transportation Director to discuss why they were not selected. Trainers shall be paid their hourly rate for work performed as trainers.

14. Pre and Post Trip Activities—Drivers and chauffeurs starting times for hourly pay will be fifteen (15) minutes prior to their first route departure time of the day and will extend fifteen (15) minutes beyond their scheduled return to the bus compound time after their last route of the day. This additional time per day shall be for the required pre-trip and post-trip inspection and other related duties.

C. Assignment Packages

1. Driver Assignment Packages - When D.A.P.'s for bus drivers are put together for the August selection process, no D.A.P. shall exceed eight (8) hours per day and shall not be less than four (4) hours per day.
2. Selection of D.A.P.'s - D.A.P. selection shall be held annually the first week of August. Bus drivers will select D.A.P.'s and unassigned vehicles only one (1) time per year in August which shall remain in effect for the entire school year. Any D.A.P. available after existing bus drivers have chosen at the August selection process may be assigned to a new bus driver for the year. Any D.A.P. made available during the school year as a result of a driver vacancy shall be assigned to a substitute employee during the following posting procedure: Any such D.A.P. vacancy shall be posted within five (5) work days of the vacancy for a period of three (3) work days for bid by seniority within existing drivers. However, any driver who selects the vacant D.A.P. shall be required to accept the existing bus on the vacant D.A.P. as his/her bus and will be paid at the hourly rate for his/her seniority step on the wage schedule without regard to any guaranteed hourly rate from their previous D.A.P. If applicable, up to two subsequent vacancies created by the posting procedure herein shall be filled using the same procedure and subject to the same conditions. Any vacancy not filled through the above process or a vacancy occurring after February 28 of each year shall be assigned to a temporary employee, according to Civil Service rules, for the remainder of the current school year.
3. Amendments to Routes - A route may be amended at any time by the Transportation Director by adding or deleting student pickups or dropoffs. The base amount of compensation for the D.A.P. or C.A.P. selected by a driver or chauffeur pursuant to paragraph C.2 above or C.5 below shall not be reduced by any amendment to any route under this paragraph.
4. Chauffeur Assignment Packages - When C.A.P.'s are put together for the fall selection process, no C.A.P. will exceed eight (8) hours.
5. Selection of C.A.P.'s - Both chauffeurs and educational assistants will select C.A.P.'s by classification seniority with chauffeurs selecting first then educational assistants. Selection shall take place only one (1) time each year. Chauffeurs will select unassigned vehicles annually in the fall.

6. Amendments to C.A.P.'s - The Transportation Director may amend any C.A.P. on an as needed basis at any time. When an amendment is to be made, the Transportation Director shall attempt to maintain an even distribution of hours among the C.A.P.'s. When the amendment involves more than one possibility, and all other considerations are equal, seniority shall be respected. Notwithstanding the above, where the needs and requirements of handicapped students or economy and efficiency in the use of Board owned vehicles conflict with the above, the Transportation Director shall have the authority to amend C.A.P.'s as needed. Assignments to C.A.P.'s will be regarded as temporary but shall become permanent unless an objection is received as hereinafter stated. All permanent assignments for which a temporary assignment has been made will be listed on the Transportation Department bulletin board for one (1) week period. Chauffeurs who did not receive said assignments may object in writing to the Transportation Coordinator within the aforementioned week. Within five (5) days of the one week period, the Transportation Coordinator, the Union representative and objecting chauffeur(s) shall meet to resolve the objection. If no resolution is reached, the Business Director shall review the matter and render a final decision.
7. Educational Assistant Assignments - Educational Assistants will remain with the same Chauffeur as their C.A.P. is assigned on field trips. Educational assistants are not eligible for regular, emergency, or special trips that conflict with their C.A.P. except as authorized by the Transportation Director, and, in the case of conflict, provided the educational assistant shall not receive regular pay for any portion of C.A.P.s missed as a result of the field trip. Educational Assistants assigned to more than one C.A.P. will go with the chauffeur requesting the field trip. The hours left open will be filled by educational assistants assigned to Transportation on a rotating seniority basis provided the hours being replaced do not conflict with their regular C.A.P.

D. Additional Routes, Absences, Shortages of Drivers

1. Additional Routes for Bus Drivers - When an additional route for drivers becomes available, it shall be posted for five working days. Posted additional routes will first be made available by seniority to drivers whose existing D.A.P. is six (6) hours or less and does not conflict with the posted additional route. If no such driver chooses to add the posted additional route, the posted additional route may be assigned to the least senior driver whose existing D.A.P. is less than six (6) hours and does not conflict with the posted additional route. If no driver selects or is assigned the additional route, the process shall continue for drivers whose D.A.P. is seven (7) hours or less but more than six (6) hours, then drivers whose D.A.P. is eight (8) hours or less but more than seven (7) hours. If the posted additional route is not assigned through the above process, it may be assigned to a new employee. The first posting of additional routes will occur on the second Friday in August. An additional route may be assigned temporarily during the posting period or until a permanent assignment is made not to exceed a total of sixty (60) work days.
2. Bus Driver Shortages - Bus drivers will sign a list at the beginning of each year indicating their willingness to drive uncovered daily routes which cannot be driven by other available personnel. (Doubling or doubling back is not subject to this list.) Bus drivers who sign the list after the initial establishment of the list shall be placed at the

bottom of the list at that time regardless of their seniority. This list will be used in the awarding of daily routes which are uncovered as a result of driver shortage in the same manner as field trip lists are used. However, before any daily routes are passed out, any reductions in route assignments for that same day that have been made are to be replaced in the safest most efficient way possible.

3. Payment for Extra Routes, Splits, Doubles, and Double Backs – Drivers who are awarded extra routes, a split of an extra route, a double route or double-back route shall be paid for minimum time periods in addition to their regular time as follows:

<u>Route</u>	<u>Time</u>
High School /Freshman Extra (AM)	1.2 hours
High School /Freshman Double (AM)	1.2 hours
High School /Freshman Split (AM)	.6 hours
Intermediate/Middle School Double (AM)	1.2 hours
Intermediate/Middle School Split (AM)	.6 hours
Middle School Double (PM)	.8 hours
Middle School Split (PM)	.4 hours
Freshman/Intermediate Shuttle	.8 hours
Elementary Double (AM and PM)	.8 hours
Elementary Split (AM and PM)	.4 hours
Sacred Heart Double (AM and PM)	.8 hours
Sacred Heart Split (AM and PM)	.4 hours
Kindergarten (AM, MID, and PM)	.8 hours
Kindergarten Split (AM and PM)	.4 hours
Others, not listed (AM and PM)	Additional time spent beyond regularly scheduled time

Drivers who spend more than the minimum additional time above in excess of their regularly scheduled time shall be paid for the actual time worked.

4. Absence - When a Transportation Department employee is absent from work for all or part of a day or days, all assigned duties will be performed by the substitute assigned to replace the regular Transportation Department employee except as follows: When the Transportation Director has reason to believe a bus driver will be absent from work for a period of six (6) or more consecutive working days, any assigned routes which begin in excess of seven (7) hours will be passed out to other bus drivers, on a classification seniority basis, for two (2) calendar weeks at a time beginning on a Monday, when the requested assignment by seniority does not conflict with economic and efficient use of buses as determined by the Transportation Director. Additional routes picked up under the provisions of this paragraph become priority items on a par with regular routes for the duration of the pickup.

When any bus driver goes on leave of absence for more than two (2) consecutive months, any routes which begin in excess of seven (7) hours shall be removed from the D.A.P. and passed out in accordance with the provisions of "D 1" above. No bus driver may pick up any additional routes while on leave.

E. Field Trips

1. Types of Trips - Field and Activity trips assigned to the Transportation Department shall be divided into three (3) categories as follows:
 - a. Special Trip - A Saturday, Sunday, or overnight trip.
 - b. Regular Trip - Any trip other than a special trip as defined above.
 - c. Emergency Trip - A regular or special trip the request for which is not received in the Transportation Office at least two (2) work days prior to the date of the trip and trips turned back in by a Transportation employee for any reason. A work day shall be determined on the basis of a twenty four (24) hour period commencing upon receipt of the written request in the Transportation office and shall not include Saturdays, Sundays or other days that Fairfield Schools are not in session.
2. Eligibility - Bus drivers and chauffeurs are not eligible for regular, special or emergency trips that conflict with the bus driver's regular D.A.P. or chauffeur's C.A.P. except as authorized by the Transportation Director and, in the case of conflict, the bus driver or chauffeur shall not receive regular pay for any portions of D.A.P.'s or C.A.P.'s missed as a result of the trip.
3. Seniority List for Trips - The separately maintained regular board seniority list for bus drivers and chauffeurs shall start at the top annually (first day for Fairfield City Schools) and will exhaust before starting over. The separately maintained special and emergency boards seniority lists for bus drivers and chauffeurs shall start at the top annually (first day for Fairfield City Schools) and will exhaust before starting over. A bus driver or chauffeur who fails to drive a trip assignment for any reason except trip cancellation shall rotate on the list as if the trip were actually driven. If a trip is canceled, and notification of cancellation is less than two (2) hours, the bus driver or chauffeur shall be paid for one and one-half hours (1 ½) at the appropriate field trip rate. In addition, the bus driver or chauffeur shall be given the opportunity to select, by 5:00 P.M. of the next work day, another trip of equal or fewer hours from the next 30 days of field trips available at the time of selection.
4. Posting Time - Regular and special trips shall be posted a minimum of two (2) posting days or forty-eight (48) hours, whichever comes first, excluding Saturdays, Sundays and other days that Fairfield Schools are not in session. For purposes of this paragraph only, a posting day means a day from 6:00 A.M. to 5:00 P.M. excluding Saturdays, Sundays and other days that Fairfield Schools are not in session. Regular and special field trips shall be assigned from the regular and special posting boards, respectively. Regular and special trips will be posted on one board and the drivers will sign the appropriate posting boards. Emergency trips shall be assigned from the emergency posting board. The foregoing notwithstanding, when in the judgment of the Transportation Director an emergency exists for which a bus driver or chauffeur is needed immediately, or, if no regular bus driver or chauffeur is available from appropriate posting boards, the Transportation Director may assign a regular or substitute bus driver or chauffeur without using any posting boards.

5. Field Trips for Drivers - The field and activity trip rate for bus drivers effective 7/1/12 shall be \$13.49 per hour. Meal allowance is included in the field trip rate stated above. Drivers on field trips on Saturday or Sunday will be paid time and one-half (1 ½) the field trip rate.

The minimum for a field or activity trip shall be three (3) hours, plus a total of thirty (30) minutes preparation and cleanup time for each trip driven for a total minimum of three and one half (3 ½) hours, except for trips that begin and end between the hours of 9:30 A.M. and 3:30 P.M. on scheduled work days, for which the total minimum, including preparation and cleanup time, shall be three (3) hours. Field trips which return early will be paid based upon actual time except that no more than one (1) hour shall be deducted from the posted time.

Hourly payments for overnight field trips shall exclude a minimum of eight (8) hours sleep time. Parking fees will be reimbursed upon presentation of an expense report accompanied by valid parking receipts.

6. Field Trips for Chauffeurs and Education Assistants - Chauffeurs and educational assistants will be paid for actual hours at their regular hourly rate plus \$1.00 per hour when on field or activity trips for handicapped children. Chauffeurs and educational assistants on field trips on Saturday and Sunday will be paid time and one-half (1 ½) their regular hourly rate plus \$1.00 per hour. Hourly payments for overnight field or activity trips shall exclude a minimum of eight (8) hours sleep time. Parking fees will be reimbursed upon presentation of an expense report accompanied by valid parking receipts.

On a chauffeur driven field trip which requires an education assistant, if the chauffeur's regularly assigned educational assistant is absent, other educational assistants shall be eligible for the trip on a seniority basis provided the trip does not conflict with the regularly assigned duties of the educational assistant who bids on the trip.

When chauffeurs run field or activity trips that were posted on the field and activity trip posting board for bus drivers, they will be paid the field trip rate for bus drivers.

7. Expenses on Overnight Trips - Transportation Department employees assigned to an overnight field or activity trip which requires lodging will be reimbursed lodging expenses as follows:
 - a. Lodging must be arranged prior to departure through the Transportation Director.
 - b. Reimbursement requests will be honored when receipts for each field trip are attached to a completed payment of expense form. The expense account form must contain date of request, field trip number, date of trip, amount requested and signature of driver. Each receipt must be an original valid receipt bearing the name of the establishment where the lodging was purchased, date of purchase and total amount of purchase. All reimbursement forms must be accompanied by field trip papers or they will not be honored.

8. Two Day Trips - A field trip that requires the delivery of students one day and the return on a different day, with no overnight stay by the Transportation employee, will count as two (2) separate trips for determining the hourly minimum for the trip.
9. Split Trips - A trip in which students are delivered and returned the same day by the same bus driver will count as one (1) trip. If two (2) bus drivers voluntarily elect, with prior permission from the Transportation Director, or are required by the Transportation Director, to split the trip, payment will be the minimum or actual time for each bus driver, whichever is greater. If no bus driver signs for a trip, or in an emergency situation, it is necessary for the Transportation Director to assign a bus driver the minimum will be applied to both the delivery and return if a different bus driver is used for each portion of the trip.
10. Remaining With the Group - Transportation employees are required to remain with the group or groups throughout a field trip except for sufficient time for meals, except through prior permission of the Transportation Director to go off the clock for a specific purpose.
11. Turning in Trips - All field or activity trips turned back in will be charged to the Transportation employee resulting in the Transportation employee being passed over on the next two (2) postings.
12. Limit on Trips - In order to have two (2) field or activity trips in one (1) day, there must be two (2) hours layover between the returning time of the first trip and departure time of the second trip.
13. Cancellation of Field or Activity Trips for Which Educational Assistants Are Scheduled - If a field or activity trip which a Transportation Department educational assistant is scheduled to be on is canceled with less than two (2) hours notice, the educational assistant shall receive one and one-half (1 ½) hours pay for the canceled trip.

F. Summer Work

1. Bus Washing – Any bus driver or chauffeur who wishes to participate in bus washing to prepare the bus fleet for summer bus inspections conducted by the Ohio State Highway Patrol will be required to sign up for this optional work. The individuals will be selected for this work based on seniority and will be paid at the current field trip rate of the school year when the work is assigned.
2. Summer Driving – Any regular driver or chauffeur that accepts optional driving work during the summer as defined above will be paid their regular hourly rate of pay from the school year when the work was performed. The driver or chauffeur will be eligible for a minimum of one and a half (1 ½) hours for time worked in the morning (A.M.) and one and a half (1 ½) hours for time worked in the afternoon (P.M.) or actual time spent, whichever is greater.

3. Keys Program – Chauffeurs selected for the optional summer work of driving students for this extended school year program will be eligible for a minimum of two (2) hours for time worked in the morning (A.M.) and two (2) hours for time worked in the afternoon (P.M.) or actual time spent, whichever is greater.

ARTICLE 41 - JOB DESCRIPTION

- A. Each employee shall be given a job description and shall be given amendments within thirty (30) days after any changes are made in the job description.
- B. Upon conclusion of this negotiation process, the Board agrees to provide the officers of the union with a copy of all job descriptions which are in the bargaining unit.

ARTICLE 42 - ECONOMIC PROVISIONS

- A. Wage schedules for employees herein are as shown in Appendices A-1 through A7 for the periods stated except that no service increment adjustment will be made for school years 2012 – 2013 and 2013 - 2014. Wages, insurance benefits, and severance pay shall be subject to a bargaining reopener for the 2014 – 2015 contract year.

ARTICLE 43 - HEALTH , DENTAL, EAP, LIFE INSURANCE BENEFITS

- A. Health and dental benefits will be provided by the Board as follows:
 1. For the purposes of health and dental benefits full time members are those who are regularly scheduled to work more than four (4) hours per day and part time members are those who are regularly scheduled to work four (4) hours or less per day.
 2. For part time members who were employed as of 1/1/93, the Board shall pay a prorated 50% (based upon the Board percentage paid for full time employees) of the cost of health and/or dental benefits if the other 50% is paid by the part time employee.
 3. The Board will provide no health or dental benefits for any part time (four [4] hours or less) members hired after 1/1/93. Such members have the option to participate in the Board's health/dental benefit plans at their own expense.
- B. Dental Benefits
 1. The Board shall provide dental benefits as outlined in the Butler Heath Plan (BHP) Dental Benefit Plan as adopted or amended from time to time by the Trustees of BHP.
 2. The Board will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the premium for either a single, single plus one or family plan whichever is

applicable to full time members. Effective January 1, 2013, the Board will pay ninety percent (90%) and the employee will pay ten percent (10%) of the premium for plans previously described.

3. Enrollment in the dental plan is described in the current benefit plan book.

C. Health Benefits

1. The Board shall provide health benefits as outlined in the then current "Butler Health Plan" BHP as adopted or amended from time to time by the Trustees of BHP.
2. The Board will pay eighty percent (80%) of the annual premium for a single, single plus one or family plan, whichever is applicable to the full time member. Members will pay the remaining twenty percent (20%) of the premium for plans previously described.
3. Enrollment in the health plan is described in the current benefit plan book.

D. Payment in Lieu of Health Benefits

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

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

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

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

ARTICLE 44 – LATCHKEY PERSONNEL

- A. All employees hired or assigned to a latchkey position prior to July 1, 2012 are classified as Educational Assistants and subject to the provisions of this contract except as otherwise provided in this article. All employees hired or assigned to a latchkey position on or after July 1, 2012 are classified as Latchkey Assistants and subject to the provisions of this contract except as otherwise provided in this article including the wage schedule in Appendix A-7. All newly hired Latchkey Assistants or current or former employees newly assigned to Latchkey Assistant positions will start at Step One of the latchkey wage schedule.
- B. All Educational Assistants and Latchkey Assistants working in latchkey assignments must meet and maintain all Ohio Department of Education Child Care Licensing rules and regulations, including state mandated in-service trainings.
- C. For purposes of this article, School Year Latchkey is defined as the period from the first day of school for students until the last day for students as stated on the Fairfield City School District Calendar as adopted by the Board of Education. Summer Latchkey is defined as the period from the last day of attendance for students until the first day of school as stated on the Fairfield City School District Calendar as adopted by the Board of Education.
- D. Early Dismissal and Late Arrival – On days when schools are delayed, latchkey hours remain the same. On days when school is dismissed early, latchkey will operate from the time school dismisses early until the regular closing time. The difference in time for late arrivals and early dismissals will be compensated at time and one-half. On calamity days latchkey staff will be permitted to leave the latchkey site upon pick-up of the last remaining student.
- E. Team Leader for School Year Latchkey – The team leader will have the responsibility for the daily operations of the program in their building and duties assigned by the Latchkey Coordinator. Team Leaders who are also educational assistants will receive one additional hour of pay at their current rate plus one minute of pay for each student over sixty that is enrolled in the program at their building. This additional compensation will be reviewed for adjustment up or down each January after the first full week of school. Team leaders shall be chosen by the Latchkey Coordinator from among existing school year latchkey personnel who respond to the posting for team leader. Team Leaders who are Latchkey Assistants will follow the wage schedule in Appendix A-7.
- F. Combining Hours – See Article 45 D. also.
 - 1. An Educational Assistant holding an additional position within the district and working as a Latchkey Assistant will be compensated for latchkey hours worked based on the latchkey wage schedule (Appendix A-7).

G. Open Positions –

1. School Year Latchkey positions will be posted internally and externally and the successful applicant will be selected at the discretion of the Latchkey Coordinator, except that Educational Assistants who are working in the latchkey program will retain seniority to be appointed to an open position in the latchkey program and will continue to be paid as an Educational Assistant.
2. Summer Latchkey positions will be filled by seniority of those answering a posting in the following order:
 - a. Current school year latchkey personnel and employees who have been previously employed in the summer latchkey program (For purposes of this section only, one (1) year of latchkey seniority will be given for each summer or each school year of latchkey service except that only one (1) year of seniority will be given for a school year and immediately following summer of latchkey service)

H. Summer latchkey personnel who elect to work both school year latchkey and summer latchkey will be authorized three paid days off and twelve unpaid days off during the summer latchkey term. Team leaders must schedule the days with the summer latchkey coordinator and other summer latchkey personnel must schedule their days with their team leader. Such days, both paid and unpaid, may not be taken the first or last week of the summer latchkey term.

I. Educational Assistants who are eligible for the terms and conditions as described in this contract will not be permitted to transfer, utilize seniority, or utilize displacement rights to secure a position in latchkey after July 1, 2012. All current latchkey educational assistants will retain all rights as described in this agreement should a situation arise requiring the use of displacement rights or transfer to a vacant educational assistant position by classification seniority. Latchkey Assistants will have no bidding rights as described in Article 37 except to other Latchkey Assistant positions.

J. Health and Dental Benefits for Latchkey Assistants are provided by the Board as follows: Latchkey Assistants will not be provided health and dental benefits or be eligible for the stipend as listed in Article 43D. until they have been regularly employed by the Board for the number of hours per day specified in Article 43 A.1. for a current period of one (1) year from the most recent hire date, not including summer latchkey service, if any. Employment as a substitute will not count toward the one (1) year eligibility requirement.

ARTICLE 45 - CLASSIFIED POSITIONS EXPLANATIONS

For the purpose of this Article, Educational Assistants shall be referenced as follows:

- A. Educational Assistants assigned to Special Education, including Transportation, as defined by the Ohio Department of Education and Section 504 of the Rehabilitation Act of 1973, Media Centers, Computer Labs and English as Second Language (ESL).

- B. All other Educational Assistant assignments.
- C. An Educational Assistant would be eligible to transfer to any vacant Educational Assistant position by seniority except transfers to those Educational Assistant positions listed in A above. The positions in A above will be filled at the discretion of the Board except that those Educational Assistants who hold a position listed in A above may transfer to a similar position listed in A above by seniority. (Examples: Special Education may transfer into another Special Education position by seniority, Media to Media, Computer to Computer, etc.)

Any member of Local 378 who is desirous of being considered for a vacant position listed in A above must submit a written application within the posting period. Each Educational Assistant who applies for a vacant position listed in A above shall be given consideration prior to hiring a person who is not an Educational Assistant. Any member of this bargaining unit (OAPSE Local #378) who applies for but is not granted a position listed in A above is entitled upon written request to a conference with the Superintendent or designee for discussion of reason(s) why the position was not granted to them. A President of any Fairfield OAPSE Local may also be present at any such conference.

- D. Through the posting procedure a current Educational Assistant can add a posted position to his/her current duties in accordance with C above and the following:
 - 1. With the exception of Latchkey positions, both positions - the applying party's current position and the intended additional position - must be in the same building.
 - 2. The applying party shall be selected in accordance with the procedure described in Article 37.
 - 3. The additional hours and duties will not conflict with current hours and duties as determined by the Building Administration.
 - 4. The additional hours will not place the applicant into an overtime status.
 - 5. The combined total hours are subject to change.
 - 6. The combined positions represent the current assignment package for the successful applicant and remain as such until the successful applicant relinquishes the package or until reduction in force occurs.
 - 7. The Superintendent or designee will determine the posting status as vacancies occur for such combined positions.
 - 8. The Superintendent or designee determines the time of day the combined hours are to be worked.
- E. With regard to Educational Assistants assigned to Special Education, all such positions which are being filled by substitute employees will be reviewed every nine (9) weeks after the start of the school year at a meeting of the Superintendent or designee, Director of

Special Services, and the OAPSE 378 President. The purpose of such review shall be to determine whether such positions can be filled by a regular employee through the process described in Paragraph C above.

- F. Paraprofessional Licensing – The Board agrees to cover the initial cost of the paraprofessional test for Educational Assistants who hold, bid, or are displaced into a position(s) in a federally designated Title I building that require the “highly qualified” status. Should an educational assistant not pass the required test on the first attempt, the cost of the second test will be split 50% paid the Board and 50% paid by the employee. If the educational assistant does not pass after the second attempt, the cost of any and all future paraprofessional tests would be the responsibility of the employee.

The Board will pay each educational assistant for one (1) attempt to take the required paraprofessional test. Should the employee not pass on the first attempt, all future time spent taking the test will not be compensated by the Board.

The Board agrees to assist employees in preparation for any required paraprofessional test. These will only be completed when there is a need for an employee or group of employees to meet the federal Title I requirement for a position or positions in a Title I building. These sessions will occur before an employee’s first attempt at passing the required test. These will only be recommended when requested by the employee or group of employees.

The Board agrees to cover the initial cost of the paraprofessional test for all educational assistants that support instruction in the classroom, but are not required to meet the Title I “highly qualified” designation. If the employee does not pass on the first attempt, the cost of any and all future highly qualified, paraprofessional tests would be the responsibility of the employee. The educational assistant desiring to take the paraprofessional test would not be compensated for their testing time.

The Board agrees to allow all other educational assistants that currently do not support instruction to take the paraprofessional test. The Board would not be responsible for any costs associated with the test, including the cost of the test and compensation for their testing time.

The Board and Union agree that new employees required to obtain the “highly qualified” designation will be responsible for the cost of the paraprofessional licensing as a condition of permanent employment.

ARTICLE 46 - PAY PROCEDURE

- A. The number of pays for all employees within the bargaining unit shall be twenty-six (26) per contract year.
- B. Pay days from July 1, 2012 through June 30, 2015 will be as shown on the following schedule. (Appendix B)
- C. All employees shall participate in direct deposit.

- D. All employees must use electronic notification (email) for pay stubs by January 1, 2013. Board agrees to provide access and assistance to employees in the bargaining unit during this transition.

ARTICLE 47 - ZIPPER CLAUSE

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 48 - SAVING CLAUSE

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

ARTICLE 49 - MANAGEMENT RIGHTS

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

Board of Education
Fairfield City School District

Ohio Association of Public
School Employees

By 
President

By Bob Collas 8-1-12
Local 205 President Date

By Martin Hudley 8-1-12
Local 205 Date

By Nancy R. Lane
Treasurer

By Deida Keller 8-6-12
Local 378 President Date

By Kathie Hassler 8-8-12
Local 378 Date

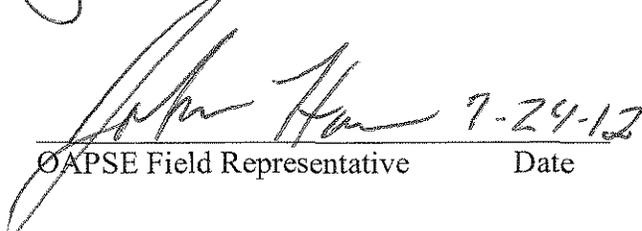
By Tracy Mays 7-27-2012
Local 568 President Date

By Pamela Wooten-Miller 7/25/12
Local 568 Date

July 12 2012
Date of Board Ratification

Approved as to Form:

 7/30/12
Fairfield City Law Director Date

 7-29-12
OAPSE Field Representative Date

FAIRFIELD CITY SCHOOL DISTRICT
BUS DRIVER AND CHAUFFEUR
WAGE SCHEDULES

<u>BUS DRIVER RATE</u>				<u>CHAUFFEUR RATE</u>			
<u>Step</u>	<u>Route Rate</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>	<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>		<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%			0.00%	0.00%	
1	16.36	16.36		1	14.37	14.37	
2	16.59	16.59		2	14.62	14.62	
3	16.85	16.85		3	14.87	14.87	
4	17.11	17.11		4	15.12	15.12	
5	17.35	17.35		5	15.33	15.33	
6	17.62	17.62		6	15.60	15.60	
7	17.89	17.89		7	15.87	15.87	
8	18.14	18.14		8	16.11	16.11	
9	18.42	18.42		9	16.39	16.39	
10	18.70	18.70		10	16.63	16.63	
11	18.98	18.98		11	16.87	16.87	
12	19.26	19.26		12	17.14	17.14	
13	19.45	19.45		13	17.38	17.38	
14	19.64	19.64		14	17.62	17.62	
15	19.84	19.84		15	17.90	17.90	
16	20.04	20.04		16	18.06	18.06	
17	20.24	20.24		17	18.23	18.23	
18	20.44	20.44		18	18.41	18.41	
20	20.64	20.64		20	18.77	18.77	
21	20.85	20.85		21	18.93	18.93	
23	21.06	21.06		23	19.50	19.50	

FAIRFIELD CITY SCHOOL DISTRICT
CUSTODIAN, SECURITY & MAINTENANCE
WAGE SCHEDULES

<u>Step</u>	<u>CUSTODIAN DAY RATE</u>		
	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%	
1	13.34	13.34	
2	13.66	13.66	
3	13.93	13.93	
4	14.09	14.09	
5	14.40	14.40	
6	14.63	14.63	
7	14.89	14.89	
8	15.19	15.19	
9	15.35	15.35	
10	15.64	15.64	
11	15.87	15.87	
12	16.12	16.12	
13	16.37	16.37	
14	16.65	16.65	
15	16.85	16.85	
16	17.06	17.06	
17	17.22	17.22	
18	17.39	17.39	
20	17.73	17.73	
21	17.94	17.94	
23	18.47	18.47	

<u>Step</u>	<u>CUSTODIAN SWING RATE</u>		
	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%	
1	13.93	13.93	
2	14.09	14.09	
3	14.40	14.40	
4	14.63	14.63	
5	14.89	14.89	
6	15.19	15.19	
7	15.35	15.35	
8	15.64	15.64	
9	15.87	15.87	
10	16.12	16.12	
11	16.37	16.37	
12	16.65	16.65	
13	16.85	16.85	
14	17.15	17.15	
15	17.35	17.35	
16	17.53	17.53	
17	17.69	17.69	
18	17.89	17.89	
20	18.26	18.26	
21	18.46	18.46	
23	19.01	19.01	

<u>Step</u>	<u>CUSTODIAN NIGHT RATE</u>		
	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%	
1	14.34	14.34	
2	14.53	14.53	
3	14.79	14.79	
4	15.05	15.05	
5	15.28	15.28	
6	15.55	15.55	
7	15.80	15.80	
8	16.01	16.01	
9	16.29	16.29	
10	16.53	16.53	
11	16.81	16.81	
12	17.02	17.02	
13	17.28	17.28	
14	17.53	17.53	
15	17.73	17.73	
16	17.92	17.92	
17	18.07	18.07	
18	18.26	18.26	
20	18.63	18.63	
21	18.79	18.79	
23	19.36	19.36	

<u>Step</u>	<u>SECURITY & MAINTENANCE RATE</u>		
	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%	
1	14.46	14.46	
2	14.73	14.73	
3	14.94	14.94	
4	15.24	15.24	
5	15.49	15.49	
6	15.74	15.74	
7	15.99	15.99	
8	16.24	16.24	
9	16.51	16.51	
10	16.76	16.76	
11	16.95	16.95	
12	17.20	17.20	
13	17.47	17.47	
14	17.71	17.71	
15	17.95	17.95	
16	18.12	18.12	
17	18.32	18.32	
18	18.50	18.50	
20	18.86	18.86	
21	19.02	19.02	
23	19.61	19.61	

FAIRFIELD CITY SCHOOL DISTRICT
DATA ENTRY I AND II, CLERK III AND IV, RECEPTIONIST, AND SECRETARY II, III
WAGE SCHEDULES

<u>Step</u>	<u>DATA ENTRY I & CLERK IV</u>	
	<u>7/1/2012</u>	<u>7/1/2013</u>
	0.00%	0.00%
1	13.02	13.02
2	13.28	13.28
3	13.53	13.53
4	13.81	13.81
5	14.05	14.05
6	14.32	14.32
7	14.58	14.58
8	14.84	14.84
9	15.07	15.07
10	15.33	15.33
11	15.60	15.60
12	15.85	15.85
13	16.11	16.11
14	16.37	16.37
15	16.64	16.64
16	16.83	16.83
17	16.98	16.98
18	17.16	17.16
20	17.57	17.57
21	17.67	17.67
23	18.20	18.20

<u>Step</u>	<u>DATA ENTRY II, RECEPTIONIST, & CLERK III</u>	
	<u>7/1/2012</u>	<u>7/1/2013</u>
	0.00%	0.00%
1	13.52	13.52
2	13.80	13.80
3	14.07	14.07
4	14.33	14.33
5	14.60	14.60
6	14.87	14.87
7	15.14	15.14
8	15.40	15.40
9	15.67	15.67
10	15.95	15.95
11	16.23	16.23
12	16.50	16.50
13	16.76	16.76
14	17.02	17.02
15	17.28	17.28
16	17.47	17.47
17	17.64	17.64
18	17.82	17.82
20	18.22	18.22
21	18.38	18.38
23	18.92	18.92

<u>Step</u>	<u>SECRETARY III</u>	
	<u>7/1/2012</u>	<u>7/1/2013</u>
	0.00%	0.00%
1	13.67	13.67
2	13.94	13.94
3	14.21	14.21
4	14.48	14.48
5	14.75	14.75
6	15.03	15.03
7	15.29	15.29
8	15.58	15.58
9	15.83	15.83
10	16.10	16.10
11	16.39	16.39
12	16.65	16.65
13	16.92	16.92
14	17.20	17.20
15	17.48	17.48
16	17.66	17.66
17	17.87	17.87
18	18.02	18.02
20	18.42	18.42
21	18.54	18.54
23	19.11	19.11

<u>Step</u>	<u>SECRETARY II</u>	
	<u>7/1/2012</u>	<u>7/1/2013</u>
	0.00%	0.00%
1	14.87	14.87
2	15.17	15.17
3	15.46	15.46
4	15.74	15.74
5	16.06	16.06
6	16.37	16.37
7	16.63	16.63
8	16.92	16.92
9	17.21	17.21
10	17.53	17.53
11	17.82	17.82
12	18.11	18.11
13	18.41	18.41
14	18.73	18.73
15	19.00	19.00
16	19.20	19.20
17	19.40	19.40
18	19.61	19.61
20	20.03	20.03
21	20.19	20.19
23	20.79	20.79

FAIRFIELD CITY SCHOOL DISTRICT
EDUCATIONAL ASSISTANT
WAGE SCHEDULES

<u>EDUCATIONAL ASSISTANT RATE</u>			
<u>Step</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%	
1	12.38	12.38	
2	12.66	12.66	
3	12.90	12.90	
4	13.17	13.17	
5	13.40	13.40	
6	13.65	13.65	
7	13.86	13.86	
8	14.07	14.07	
9	14.33	14.33	
10	14.54	14.54	
11	14.80	14.80	
12	14.98	14.98	
13	15.20	15.20	
14	15.42	15.42	
15	15.69	15.69	
16	15.87	15.87	
17	16.05	16.05	
18	16.24	16.24	
20	16.61	16.61	
21	16.81	16.81	
23	17.31	17.31	

FAIRFIELD CITY SCHOOL DISTRICT
FOOD SERVICE AIDE AND COOK
WAGE SCHEDULES

<u>FOOD SERVICE AIDE RATE</u>				<u>COOK RATE</u>			
<u>Step</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>	<u>Step</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%			0.00%	0.00%	
1	11.39	11.39		1	11.51	11.51	
2	11.56	11.56		2	11.72	11.72	
3	11.77	11.77		3	11.94	11.94	
4	11.97	11.97		4	12.12	12.12	
5	12.20	12.20		5	12.31	12.31	
6	12.36	12.36		6	12.52	12.52	
7	12.58	12.58		7	12.74	12.74	
8	12.77	12.77		8	12.93	12.93	
9	12.99	12.99		9	13.14	13.14	
10	13.18	13.18		10	13.36	13.36	
11	13.40	13.40		11	13.55	13.55	
12	13.57	13.57		12	13.79	13.79	
13	13.82	13.82		13	13.95	13.95	
14	13.99	13.99		14	14.17	14.17	
15	14.19	14.19		15	14.38	14.38	
16	14.33	14.33		16	14.50	14.50	
17	14.45	14.45		17	14.62	14.62	
18	14.59	14.59		18	14.73	14.73	
20	14.87	14.87		20	15.04	15.04	
21	15.00	15.00		21	15.19	15.19	
23	15.44	15.44		23	15.64	15.64	

FAIRFIELD CITY SCHOOL DISTRICT
MAINTENANCE ELECTRICIAN, LABORER, AND CROSSING GUARD
WAGE SCHEDULES

MAINTENANCE								CROSSING GUARD RATE			
ELECTRICIAN/HVAC RATE				LABORER RATE							
Step	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>	Step	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>	Step	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%			0.00%	0.00%			0.00%	0.00%	
1	19.56	19.56		1	11.13	11.13		1	13.18	13.18	
2	19.84	19.84		2	11.43	11.43		2	13.27	13.27	
3	20.21	20.21		3	11.70	11.70		3	13.70	13.70	
4	20.55	20.55		4	11.90	11.90		4	13.94	13.94	
5	20.91	20.91		5	12.20	12.20		5	14.10	14.10	
6	21.23	21.23		6	12.41	12.41		6	14.44	14.44	
7	21.69	21.69		7	12.71	12.71		7	14.65	14.65	
8	21.95	21.95		8	12.92	12.92		8	14.93	14.93	
9	22.29	22.29		9	13.17	13.17		9	15.20	15.20	
10	22.63	22.63		10	13.43	13.43		10	15.38	15.38	
11	23.01	23.01		11	13.66	13.66		11	16.65	16.65	
12	23.35	23.35		12	13.93	13.93		12	16.86	16.86	
13	23.71	23.71		13	14.12	14.12		13	17.09	17.09	
14	24.10	24.10		14	14.44	14.44		15	17.59	17.59	
15	24.47	24.47		15	14.63	14.63					
16	24.63	24.63		16	14.83	14.83					
17	24.79	24.79		17	15.01	15.01					
18	24.95	24.95		18	15.20	15.20					
20	25.32	25.32		20	15.55	15.55					
21	25.50	25.50		21	15.71	15.71					
23	26.26	26.26		23	16.17	16.17					

FAIRFIELD CITY SCHOOL DISTRICT
LATCHKEY ASSISTANT AND TEAM LEADER
WAGE SCHEDULES

<u>LATCHKEY ASSISTANT</u>			
<u>Step</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%	
1	10.00	10.00	
2	10.25	10.25	
3	10.51	10.51	
4	10.77	10.77	
5	11.04	11.04	
6	11.32	11.32	
7	11.60	11.60	
8	11.89	11.89	
9	12.19	12.19	
10	12.49	12.49	
15	12.80	12.80	
20	13.12	13.12	
25	13.45	13.45	

<u>TEAM LEADER</u>			
<u>Step</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
	0.00%	0.00%	
1	12.00	12.00	
2	12.30	12.30	
3	12.61	12.61	
4	12.93	12.93	
5	13.25	13.25	
6	13.58	13.58	
7	13.92	13.92	
8	14.27	14.27	
9	14.63	14.63	
10	15.00	15.00	
15	15.38	15.38	
20	15.76	15.76	
25	16.15	16.15	

PAY PERIODS

JULY 1, 2012 THROUGH JUNE 30, 2015

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

*Tuesday

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

Appendix B

FAIRFIELD CITY SCHOOL DISTRICT
APPLICATION FOR USE OF SICK LEAVE

Classified Employees

EMPLOYEE'S NAME _____

SCHOOL _____

I hereby request _____ day(s) of sick leave for following dates:

_____ through _____
(Beginning date) (Ending date)

_____ Bereavement leave as defined in the current OAPSE Master Contract

Check one of the following:

_____ Good friend

_____ Neighbor

_____ Family member: _____

Name

Relationship

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

_____ Illness or injury in immediate family _____
(Name & Relationship)

_____ Personal Illness. Nature of illness _____
(Optional)

_____ Personal Injury. Nature of injury _____
(Optional)

(Employee's Signature)

(Date Submitted)

FAIRFIELD CITY SCHOOL DISTRICT
REQUEST FOR PERSONAL BUSINESS LEAVE

Classified
Personnel

Classified
Personnel

Date _____

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

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

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

Signed _____

Print Name _____

Classification _____

School _____

_____ Approved

_____ Disapproved

Principal's/Supervisor's Signature _____

Permission granted _____
Superintendent or Designee

Permission denied _____
Superintendent or Designee

Date _____

FAIRFIELD CITY SCHOOLS
ALTERNATE DAY INTENT FORM

Name of Employee

Position - Driver, Chauffeur,
Educational Assistant

Vehicle Number

I DO NOT WISH TO DRIVE ON THE FOLLOWING ALTERNATE DAY:

DATE OF ALTERNATE DAY _____
Month Day Year Day of Week

A.M. ROUTE(S) _____
Route Number Time School

P.M. ROUTE(S) _____
Route Number Time School

Signature

Today's Date

Form must be submitted ten (10) workdays in advance.

2/03

FAIRFIELD CITY SCHOOL DISTRICT

Classified
Personnel

REQUEST FOR DAY(S) WITHOUT PAY

Classified
Personnel

EMPLOYEE'S NAME _____

SCHOOL _____

CLASSIFICATION _____ DAILY ASSIGNED HOURS _____

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

I hereby request _____ day(s) without pay:

Beginning date _____

Returning date _____

For the following reasons: _____

Signed _____

Date of Request _____

_____ Permission granted

Principal/Supervisor Date

Superintendent or Designee

_____ Permission denied

Principal/Supervisor Date

Superintendent or Designee

FAIRFIELD CITY SCHOOL DISTRICT

REQUEST FOR LONG-TERM UNPAID LEAVE OF ABSENCE

Classified
Personnel

Classified
Personnel

Send completed form directly to the Business Office

Employee's Name _____

Assigned Building/Area _____

Classification _____

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

Home Telephone Number _____

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

through _____ for the following reasons:
Month Day Year

Signature

Date

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

FAIRFIELD CITY SCHOOL DISTRICT

REQUEST FOR OAPSE LEAVE

Date _____

TO: BUSINESS OFFICE

CC: BUILDING PRINCIPAL

I hereby request _____,
Date(s)

for OAPSE business for the following bargaining unit members:

Signed: _____
OAPSE President

OAPSE Local: _____

FAIRFIELD CITY SCHOOL DISTRICT
REQUEST FOR PROFESSIONAL LEAVE

Date Submitted _____

Name _____ Date(s) Requested: _____

Purpose for Request: _____

Destination (City, State): _____

Estimated Expenses:

Cash Advance Request:
 (Available for overnight trips only)

Transportation (IRS Rate) _____
 Amount

Meals* _____

Meals** _____

Lodging _____

Lodging** _____

Registration (fees) _____

Registration (fees) _____

Other (parking, etc.) _____

Total: _____

Cash Advance Requested: _____

Employee Signature _____ Date _____

Employee Signature _____ Date _____

Recommended Approval _____

Principal's Signature _____ Date _____

Recommended Disapproval _____

Reason(s) for Disapproval: _____

(District Office Use Only)

Permission Granted _____

 Superintendent or Designee, Classified Personnel

Permission Denied _____

 Date

Reason for Denial: _____

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

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

***Lodging is standard single occupancy rate only.

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

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

Appendix I

FAIRFIELD CITY SCHOOL DISTRICT
APPLICATION FOR USE OF VACATION

Classified Employees

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

EMPLOYEE'S NAME _____

SCHOOL _____



I hereby request _____ day(s) of vacation:

Beginning date _____

Returning date _____

Signed _____

Classification _____

Date of Request _____

Supervisor's/Principal's Signature