



10-05-2017
2258-02
17-MED-03-0321
K35897

MASTER AGREEMENT

BETWEEN

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AFSCME-AFL-CIO
LOCAL #179**

AND

**SPRINGFIELD LOCAL
BOARD OF EDUCATION**

2017 – 2020

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ARTICLE 1 – UNIT DESCRIPTION

- 1.1** The Ohio Association of Public School Employees AFSCME/AFL-CIO and OAPSE 179, shall be recognized as the sole bargaining agent for all employees in the Springfield District except the Superintendent, Treasurer, Business Manager, Certificated Staff, Supervisors of Transportation, Food Service, Maintenance/Custodial, Secretary to the Superintendent, Secretary to the Treasurer/Food Service Director, Secretary to the Business Manager/Special Services Director, all temporary/casual employees, students and all other employees that belong to another bargaining unit.

At such time that the Secretary to the Treasurer/Food Services Director or Secretary to the Business Manager/Special Services Director become separated, the Secretary to the Treasurer and the Secretary to the Business Manager will remain excluded. All other secretaries that result from the split shall become part of the bargaining unit.

- 1.2** **Substitute Employees** – employed for assignment as services are needed to take the place of regular employees who have the rights to return to work. Any assignment to a particular position as a substitute may be terminated whenever it is determined that the services of the substitute are no longer needed. They are not entitled to sick leave or other fringe benefits granted to regular employees. The rate of pay, for substitutes in each classification, is decided by the school district’s Board of Education.

- 1.3** **Temporary/Casual Employees** – Employees hired to perform as needed Custodial/Maintenance duties on a non-fixed schedule, may work for a period of time that does not exceed 360 hours per school year, starting from the date of the employee’s first assignment. These temporary employees shall not replace Custodial/Maintenance bargaining unit positions.

No other bargaining unit position shall be filled by a temporary/casual employee longer than forty-five (45) working days per year, unless the job is posted for permanent bid in accordance with Article 13 on the forty-sixth (46th) day.

- 1.4** **New Jobs** – All newly created jobs within any classification series included with the bargaining unit and not excluded in 1.1 above, shall become a part of the bargaining unit and covered by and subject to the terms and provisions of this agreement.

The employer shall notify the union in writing when a new job/classification is created. Within fifteen (15) work days of such notice, the Union may request bargaining concerning the appropriate rate of pay and the rights for the classification. The employer retains the right to implement a proposed rate pending such negotiations.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

- 2.1 Submission of Issues** – Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such request. Such request should be made no earlier than March 15th of the year of expiration of the contract. All issues proposed for discussion shall be submitted by the parties at the first or second meeting.
- 2.2 Scope** – The Union has bargaining rights for the following issues:
- a. Wages, hours, fringe benefits, and other matters of economic welfare.
 - b. Working conditions.
 - c. Grievance Procedure.
 - d. Membership Deduction.
- 2.3 Negotiating Teams** – The Board, or designated representative of the Board, will meet with representatives designated by the Union for the purpose of discussion and reaching, mutually satisfactory agreements. Each team shall have no more than four (4) members.
- 2.4 Progress Reports** – The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and Union, the proceedings of the negotiations shall not be released to the media without the approval of both parties.
- 2.5 Resolving Differences** – If after sixty (60) calendar days, or a number of days mutually agreed upon, tentative agreement on all items is not reached, either party may declare a bargaining impasse. Within five (5) days of a declaration of impasse, the parties shall jointly contact the Federal Mediation and Conciliation Service and request the assistance of a mediator.

ARTICLE 3 – UNION RIGHTS

- 3.1** All members of the bargaining unit who are not members of the Union shall pay to the Union, a fair share fee, as a condition of their continued employment with the Springfield Local School District. Such fair share fee shall not exceed dues paid by members of the union.
- 3.2** The Union shall notify the Board of the fair fee amount and of any changes in the amount of dues deduction, if changed, and shall provide to each non-member employee a notice of the amount of the fee, explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the union's internal rebate policy.
- 3.3** Fair share fee shall be deducted through the payroll deduction in the same manner as dues deduction. The local president will provide a list of persons who will have fair share fee

deductions. Both dues and fair share fees shall be forwarded to the State Union with notices of names, addresses and amounts.

A. Deduction Procedure

1. The Board agrees to deduct from the pay of the school employees, dues for the Union when so authorized in writing by each employee.
2. Each current bargaining unit member desiring Union membership shall submit an authorization form to the School Treasurer. Dues deduction authorization shall be continuous for the life of the contract unless such authorization is revoked during the final thirty (30) days of the contract.
3. The deductions shall be in sixteen (16) consecutive payments starting with the second payroll in October. All monies deducted and a report of all deductions shall be sent to the State Union Treasurer. Copies of the reports shall be sent to the Local Treasurer.
4. The Union hereby indemnifies and defends the Board against any and all claims, demands, suits, and any and all other forms of liability which may arise by reason of the Board's actions in deducting and forwarding union dues, initiation fees, assessment and/or fair share fees pursuant to this provision.
5. The Union shall forward to the Treasurer by September 1st each year the amount to be deducted for that year if changed from the previous year.
6. The Board agrees not to honor any check-off authorizations or dues deduction authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.
7. Provisions of this article shall apply to all bargaining unit employees.
8. The Local President shall be provided the names and job locations of all new employees within ten (10) work days of their date of hire by the Board of Education.
9. A list of all unit employees will be made available to the State Union Treasurer by September 15th. The list will indicate the employee's classification, grade, step, hours, hourly rate, number of months employed and previous year's gross wages. Copies will be provided to the Local Union President.

- B. The Board of Education shall honor payroll deduction authorizations for the Union designated political action committee. The Board will process and transmit PAC contributions, with a report of contributors and a separate check, in the same manner as union dues.

3.4 Union Time

- A. Three (3) delegates from the Union shall be permitted to attend the annual OAPSE Conference as a professional meeting. A period of three (3) days off work shall be allotted to each attending delegate who shall lose no pay. Neither time nor pay may be counted against their personal days nor their absence record.
- B. Unit members holding state office positions in the union will be granted up to thirty (30) unpaid days leave per year for official business upon notice to the Superintendent.
- C. The right to paid release time will be granted for local president and/or unit member(s) for union business, including but not limited to, negotiations, contractual concerns, administrative contractual requested meetings and/or any other union and/or job related concerns between the Superintendent or his/her designee or the Board of Education and the Union held during employee's working hours.
- D. At the time of initial employment, the employee will be given information concerning the position and its responsibilities. The specific duties entailed will be explained by the employer, and any written rules and regulations available will be available to the employee. The Business Manager shall notify the Union President via email, of all new hires (names/positions/building) within five (5) business days.

3.5 Policy Book - A copy of the complete and up-to-date policy book shall be available to the President of the local union and shall be kept current with all additions and corrections through the District website.

3.6 The Superintendent/designee shall provide to the Union President a copy of the Board of Education packet including but not limited to agenda, addendums and exhibits prior to any Board of Education meeting.

ARTICLE 3B – MANAGEMENT RIGHTS

The employer retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Ohio and the United States including, all of the rights defined in Revised Code Section 4117.08(C) 1-9. These include:

1. Determine matters of inherent managerial policy.
2. Direct, supervise, evaluate or hire support staff employees.
3. Determine the efficiency and effectiveness of the Employer's operations.
4. Determine the overall methods of operation and personnel needed.

5. Suspend, discipline, or discharge for just cause or layoff, transfer, assign, schedule, promote or retain support staff employees.
6. Determine the adequacy of the workforce.
7. Determine the overall mission of the Employer.
8. Effectively manage the work force.
9. Take such actions as are necessary to carry out the mission of the Employer.

The exercise of the foregoing management rights by the Employer shall be limited only by the terms of this agreement.

ARTICLE 4 - CALAMITY DAYS

- 4.1 One custodian in each building shall be responsible for checking the furnace, building (pipes, electrical appliances, etc.) on a calamity day. No other employees shall be required to work when school is closed because of a calamity day. Anyone who is asked to report to work and subsequently reports, shall be paid time and one half (1-1/2) compensatory time in addition to their regular pay for that day.
- 4.2 Any employee who has clocked in for their scheduled shift before the calamity day is declared will be paid their regular hourly rate plus the calamity day until the time the employee is notified to clock out for the day.
- 4.3 Employees must be in pay status on a calamity day to receive calamity day pay. If the employee is on an approved paid leave of absence, he/she will only receive the calamity day pay and the paid day of leave shall not be deducted from the employee's available paid leave.
- 4.4 The number of Calamity days allowed each school year will be in accordance with the Ohio Revised Code. Make-up calamity days will not be held on a holiday.

ARTICLE 5 – SEVERANCE PAY/RETIREMENT BONUS

- 5.1 The Board agrees that any employees covered by this agreement, leaving active service (unless discharged for cause), shall receive a payment for unused sick leave at the rate below:
 - A. Leaving active service with ten (10) or more years with the Springfield Local School_District – one fourth (1/4) of unused sick leave to a maximum of forty-five (45) days.
 - B. Employees retiring from active service shall receive thirty percent (30%) of his/her unused sick leave to a maximum of sixty-five (65) days.

- 5.2 Any employee who is rehired after previously leaving employment and who has benefited from the provisions in Section 5.1, shall not be eligible to receive this benefit again.
- 5.3 Any employee who has received a retirement bonus previously waives any opportunity for regular reemployment with the Board.

ARTICLE 6 – VACATIONS

- 6.1 All twelve (12) month (260 days) employees are entitled to vacation with pay on the following vacation schedule beginning with their first anniversary date.

Year 1 through 7.	2 weeks
Year 8 through 13.	3 weeks
Year 14 through 20.	4 weeks
Year 21 through 26.	5 weeks
Year 27 and above.	6 weeks

Each employee with one year of service or greater shall receive a vacation accrual per the above schedule. Thereafter, each of these employees will receive a monthly accrual of 1/12th of their annual vacation allowance. Once an employee reaches a new threshold of years of service per the above schedule, the Board of Education will immediately add one week of vacation accrual to their balance.

This schedule will apply to any current employee who becomes eligible for vacation. Any employee hired after January 1, 2011 who becomes eligible for vacation shall only be eligible for up to 5 weeks vacation.

- 6.2 Vacations may only be taken with the approval of the Superintendent or his/her designee. The employee who has made the request first will be granted the vacation for that period. If the requests are submitted at the same time, then seniority shall prevail. The maximum amount of vacation accrual will be limited as follows:

<u>Eligible For</u>	<u>Maximum Accrual</u>
2 weeks	20 days
3 weeks	25 days
4 weeks	35 days
5 weeks	40 days
6 weeks	50 days

The employee may not exceed the maximum accrual without prior approval of the Superintendent and the Board of Education. Failure to stay below the maximum accrual will result in a loss of any days in excess of the maximum without compensation.

This maximum accrual shall apply to any current employee who becomes eligible for vacation. Any employee hired after January 1, 2011 who becomes eligible for vacation shall only be eligible for up to 40 days of accrual.

- 6.3** Any employee who moves from a nine (9) or ten (10) month position into a twelve (12) month position shall immediately become eligible for vacation and shall receive their pro-rated years' service based on months per year (example: 9 months/year = $\frac{3}{4}$ year) in which the employee had been scheduled to work a minimum of five (5) hours per day in their previous position.
- 6.4** Employees who do not accrue vacation time may take up to five (5) days without pay per school year. The employee must have prior approval, five (5) days in advance, from the superintendent and will be responsible for paying all premiums on their benefits. The superintendent may make certain exceptions for special situations.

ARTICLE 7 – HOLIDAYS

7.1 Paid Holidays

- A. All twelve (12) month employees shall have the following: New Year's Day and two (2) additional days, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and two (2) additional holidays. The additional holidays at New Year's and Christmas will be determined by the Superintendent each year and the employees will be notified of these days.
- B. Each nine/ten (9/10) month employee will receive the following days as paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.
- C. For 10-month secretaries two (2) student non-attendance days shall be paid non-work days.

ARTICLE 8 – PAY PROCEDURES

8.1 Premium Pay/Work Week

- A. All employees shall receive one and one-half (1-1/2) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in any one week. Compensatory time shall not be considered hours worked. Compensatory time is strictly on a voluntary basis. Holidays shall be counted as time worked.
 - 1. In lieu of receiving extra compensation during that pay period, an employee who is regularly scheduled to work seven (7) or eight (8) hours per day, may elect compensatory time off at the rate of straight time off or premium time for each extra hour worked based on whether or not the employee is in overtime status.
 - 2. If compensatory time is elected, the employee shall arrange with his/her Supervisor to use such time within the employee's current or next pay period.
 - 3. All compensatory time must be documented on time cards (actual clock in/out times). Absence sheets must be turned in for compensatory time used and time cards must be marked as such.

- B. All employees shall receive time and one half (1-1/2) on Sunday. The regular rate for Food Service employees working a banquet or other related activity invoiced to an outside group shall be time and one half (1-1/2) their hourly rate for all hours worked.

- C. All employees shall receive time and one half (1-1/2) their hourly rate for all work performed on a paid holiday in addition to their regular holiday pay.

- D. Overtime/Extra Time
 - 1. Custodian Classification Series – Interested qualified unit employees at a facility shall have the first opportunity for all overtime/extra time in their classification series on a rotating basis followed by other interested qualified employees at other buildings. Such overtime/extra time shall be rotated as equally as possible. An ongoing record of such hours worked will be posted in each work location by classification. An employee's decline of an offer to work will be charged to the employee as overtime. Temporary vacant day shift assignments shall just be offered to other shift employees in the same classification within their building followed by other employees, within the classification series, by seniority when an advance notice of two (2) days is given. An exception to this process is if the vacant position requires a boiler's license during the heating season (October through April), which can be adjusted by mutual agreement of the parties.

2. Other Classifications – Interested qualified unit employees at a facility shall have the first opportunity for all overtime/extra time in their classification series, based on seniority, followed by other interested qualified employees at other buildings.
 3. Any and all overtime/extra time must have the prior approval of the Superintendent or his designee.
- E. Any employee who is transferred from one classification series to another classification series shall be advanced to that step of the salary schedule of the new classification series, which reflects the minimum wage, increase.

Any employee temporarily or permanently promoted to a higher paid classification in their same classification series shall be advanced to their same step on the salary schedule in the new classification.

Any cafeteria worker filling the school manager's position shall be paid the manager's rate regardless of the number of hours assigned instead of the worker's regular rate.

- F. The regular work week shall be Monday through Friday.
- G. Any person employed prior to January 1st of any school year and who is in pay status or on Worker's Compensation leave at least 120 days shall be eligible to receive increments on the salary schedule as of July 1st, the succeeding year.
- H. A substitute secretary should be called for all buildings when there is an absence if deemed necessary by the Principal or when there will be three (3) days or more absence. Educational Assistants with qualifications shall be given preference for filling in for secretaries before using substitutes. Educational Assistants will be paid at the secretary's classification base salary schedule.

The minimum regular work schedule for all employees shall be two (2) consecutive hours per day.

8.2 Payroll Checks – All payroll payments shall be made by direct deposit to the financial institutions of the employee's choice (bank, savings and loan, credit union etc.) with email notification. Exceptions to this may be made upon reasonable request by an employee.

8.3 Mileage Reimbursement – Any non-certified employee who is required to use his/her personal automobile to travel as part of his/her job assignment shall receive the IRS rate for each mile driven.

8.4 Certifications - A \$50.00 stipend to hourly cafeteria workers, educational assistants and teaching assistants after completion of three (3) years employment, another \$50.00 stipend after six (6) years employment, another \$50.00 after nine (9) years employment, and another \$50.00 after twelve (12) years.

Custodians/Maintenance with a boiler license will receive \$416.00 per year, payable in 26 pays. Employees required to maintain a boiler's license shall be reimbursed for costs of maintaining said license.

8.5 **SERS Pickup** – Salary consists of a cash salary component and a pick-up component, which is equal to the amount of employee contribution being “picked-up” by the Board required contribution to SERS for the employee’s account.

8.6 **Salary Notice**

A. Salary notice for salary employees shall state the classification, step, annual rate of pay and bi-weekly amount.

B. Salary notice for hourly employees shall state the classification, step (if applies) and hourly rate of pay.

8.7 **Salary Schedules:** All salary schedules shall be affixed to the collective bargaining agreement and shall state the number of days of employment for all salary classifications.

8.8 If the Board of Education determines that time clocks are necessary then the issue of time clocks must apply equally to all employees, excluding secretaries and central office staff, including substitutes, temporary and casual employees in bargaining unit classifications.

8.9 All non-certified employees will be paid on a twelve (12) month basis, twenty-six (26) equal pays per contract year.

8.10 All four (4) hour positions to be paid at 50% of eight (8) hour schedule for the same classifications.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.1 **Definition-** For the purpose of this agreement, the term “grievance” is defined as a dispute between the Board and the Union or between the Board and an employee concerning the interpretation and/or application of, or compliance with, the provisions of this agreement.

9.2 **Procedure** – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended, however, by mutual agreement. A grievance must be filed within fifteen (15) work days of the employee(s) having knowledge of or should have knowledge of the alleged violation or the grievance shall be deemed forever waived.

9.3 **Level One: Conference With Building Principal or Immediate Supervisor Regarding the Problem**

- A. Employee with a grievance shall notify his/her principal or immediate supervisor. Such immediate supervisor shall discuss the problem in good faith with the grievant with the object of resolving the matter informally within five (5) working days from the time he/she receives such notification. The president shall be notified of the grievance.
- B. The principal or immediate supervisor shall notify the employee orally of the disposition of the grievance with five (5) working days after such discussion.
- C. The employee and principal/immediate supervisor shall note the Level One conference in writing.

9.4 Level Two: Investigation and Review by Superintendent and/or Designee

- A. In the event the grievant is not satisfied with the disposition of the grievance, a written grievance may be filed within ten (10) working days with the Superintendent, with a copy to the designated union representative. The written grievance shall state the specific facts that give rise to the grievance; the specific provision(s) of the Contract that was allegedly violated; and the specific relief that is requested.
- B. The Superintendent or designees shall represent the administration at this level of the Grievance procedure. Within the ten (10) work days after the grievance is filed, the Superintendent or designee shall hold a hearing on the grievance unless the grievant states in writing that he/she does not desire such a hearing. The Superintendent shall render a written decision of the grievance within the ten (10) days after the conclusion of the hearing and a copy of the decision shall be forwarded to the designated representative and grievant.

If there is no satisfactory disposition of the grievance at Level Two, the Superintendent's decision, the grievant may advance to grievance mediation with FMCS within five (5) working days of the receipt of the decision.

9.5 Level Three: Grievance Mediation

If, after receiving the decision of the Superintendent, the grievant remains unsatisfied, the grievant shall advance the matter to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). This advancement shall be made within five (5) working days from the receipt of the decision of the Superintendent. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the Mediator, but no later than thirty (30) days from the filing of the request for mediation. Each party shall bear their costs in the mediation process and equally divide the cost of the Mediator, if any is charged. If the mediation process is not successful or is not completed within thirty (30) days of the requested for mediation and the grievant remains unsatisfied, the grievance may proceed to the next level.

In the event FMCS charges for its' services, the parties agree to meet and discuss this matter to address that change

9.6 Level Four: Review by the Springfield Board of Education

- A. The grievant may submit a written request to the Board for a review of the decision as an extension of the original grievance form. The Board will review all records with the parties involved. Such conferences shall be informal and in Executive Session. The Board may establish a committee of the Board to carry out the provisions of this section.
- B. The board shall render a decision within ten (10) working days of receipt of the written appeal. A copy of this decision shall be forwarded to the designated representative and the grievant.

If there is no satisfactory disposition of the grievance at Level 4, the affected local union may submit the grievance to arbitration within thirty (30) days of receipt of the Board's decision.

9.7 Level Five: Arbitration

If the parties are unable to agree on an arbitrator, he/she shall be selected by the alternate strike method from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on all parties. Cost for services of the arbitrator will be borne equally by the Board of Education and the local union involved in the grievance. If the arbitration involves a disciplinary action under provisions of the agreement, the loser will assume the cost of the arbitrator.

- 9.8** No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any school representative of the grievance committee in the grievance procedure by reason of such participation.
- 9.9** All decisions shall be in writing setting forth the decision and the reasons therefore and shall promptly be transmitted to all parties of interest, including the Local President.
- 9.10** An employee may only be represented by the Union at all levels of the grievance procedure. Unit members may represent themselves at a grievance hearing, and if so, the union shall have the opportunity to be present at such hearings and any settlement of the grievance must be consistent with the contract.
- 9.11** In the event a problem as described in the definition affects a group, the Grievance Committee may file a grievance on behalf of the employees. Such class action shall be signed by the President or Chairperson of the Grievance Committee and shall begin at Level Two (2).

ARTICLE TEN – INSURANCE

10.1 HOSPITALIZATION

- A. The Springfield Local Board of Education shall provide a \$200.00 deductible and \$400.00 family deductible clause in the unlimited major medical coverage of the hospitalization policy for its classified employees. (See Appendix 1)
- B. Classified employees of the Board of Education may elect hospitalization coverage during open enrollment or upon a qualifying event.

Qualifying Events are as follows:

- Termination of employment
- Reduction in hours of employment
- Termination of other coverage
- Termination of employer contributions toward coverage
- The exhaustion of COBRA coverage
- The exhaustion of applicable lifetime benefits
- An individual ceases to be a dependent under a plan
- The plan terminates a benefit package option
- Your coverage is provided through a Health Maintenance Organization (HMO) or other arrangement, and you no longer live or work in the HMO’s or other arrangement’s service area (and there is no other coverage available under the plan)
- The plan no longer offers coverage to a class of similarly situated individuals that includes you (e.g., the plan terminates coverage for all part-time employees)
- Layoff
- The death of or divorce from your spouse

Notice of intent to enroll must be provided within 31 days of the event with coverage to be the effective date of the event. In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your Eligible Dependents provided you request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

- C. The Board of Education shall finance coverage for all non-certified employees requesting such coverage and for their dependents. Payroll deductions shall be provided at the following percentages:

	Board	Employee
2017-2018	92.5	7.5%

2018-2019	92%	8%
2019-2020	91%	9%

D. All full-time non-certified employees shall be entitled to hospitalization, dental, prescription and vision coverage. All other employees shall be entitled to hospitalization, dental, prescription and vision if they meet the following criteria:

1. They hold a position scheduled more than five (5) hours per day. Hours by an employee in multiple positions cannot be accumulated towards qualifying.
2. They submit an enrollment form to the Board Treasurer's office.

All other employees are eligible for said benefits by paying fifty percent (50%) of the premium for each listed coverage. Payroll deductions shall be provided for payment of this premium. Employees who do not receive pay during the summer months shall pay the remaining months' premium on their last pay of the school year, or by payment to the Treasurer's Office in each summer month. Failure to provide the employee's share of the premium, will result in loss of coverage during those months.

All employees who were scheduled to work 20 hours per week or more as of 8/31/93 and any eleven or twelve month position will be grand-fathered (eligible for coverage specified in 10.1 A-C above). This provision also applies to Dental and Prescription coverage.

E. Second Opinion

If an employee's physician recommends non-emergency surgery or procedure (on an in-patient basis), the employee may be required to receive another opinion, at no extra cost to that employee. If the second opinion does not confirm the need for surgery, the employee or dependent may elect to obtain a third opinion. The insurance program will pay for such third opinion.

F. Pre-Admission Review

1. When a physician schedules an elective hospital admission, the employee and his/her physician are required to complete pre-admission review procedural requirements prior to admission.
2. The employee and or physician are notified if the admissions is authorized or denied.
3. If the admission is not authorized, the pre-admission review center will furnish the reason for denial and suggest admission alternatives, such as out-patient programs.

- G. Initial hard copy of the insurance plan document shall be provided to all eligible employees and new hires. Additional copies shall be web-based.
- H. Employees on layoff status or Worker’s Compensation shall receive their insurance benefits in accordance with this agreement beginning with the 1st month of layoff and for 90 additional days. Insurance benefits shall end if an employee rejects an offer of reinstatement to their classification series during the 90 day period.

10.2 Prescription Drug Insurance

- A. The Springfield Board of Education shall provide prescription coverage by a carrier licensed by the State of Ohio (see Appendix 2).
 - 1. Prescriptions for legend drugs, including contraceptives, ordered by a licensed physician, osteopath, dentist, or chiroprapist.
 - 2. Injectable insulin, with or without a prescription.
 - 3. Compound prescription drugs containing at least one (1) legend drug.
 - 4. Refills of covered prescriptions for a period of one (1) year following the date of the original prescription, at which time a new prescription will be required.
 - 5. Quantity drug prescriptions up to a 30-day supply, or 100-unit doses, whichever is greater.
- B. Classified employees of the Board of Education may elect prescription coverage during open enrollment or upon a qualifying event.
- C. For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage, commencing with the first day of school (or September 1, whichever is first), and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (maternity, paternity, sick, etc.), and employees that retire prior to MediCare- age qualifications, may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

D. Cost Shared

	Board	Employee
2017-2018	92.5%	7.5%
2018-2019	92%	8%

2019-2020	91%	9%
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10.3 Dental Insurance

- A. The Springfield Board of Education shall provide dental insurance for its classified employees (see Appendix 3).
- B. Classified employees of the Board of Education may elect dental coverage during open enrollment or upon a qualifying event.
- C. Cost Shared

	Board	Employee
2017-2018	92.5	7.5%
2018-2019	92%	8%
2019-2020	91%	9%

10.4 Vision

- A. The Springfield Board of Education shall provide vision insurance for its classified employees (see Appendix 4).
- B. Classified employees of the Board of Education may elect vision coverage during open enrollment or upon a qualifying event.
- C. Cost Shared

	Board	Employee
2017-2018	92.5	7.5%
2018-2019	92%	8%
2019-2020	91%	9%

10.5 Waiver of Insurance Coverage

In accordance with the Board's insurance plan, regular employees who are receiving full single or family group health coverage and who agree to waive in writing on or before November 15th the right to hospitalization insurance will receive a lump sum payment of Seven Hundred Dollars (\$700.00) for waived single coverage and One Thousand (\$1000.00) for waived family coverage. Payment for this will be made on the first pay period following completion of the benefit year. An employee may rescind this waiver during the calendar year if the employee has a change in family status that would permit such rescission under the applicable rules of Section 125 of the Internal Revenue Code and its regulation. Upon such rescission, coverage of the employee and the employee's dependents under the medical plan of the Board shall be determined solely in accordance with the terms and limitations of the medical plan. Any prior separated periods of coverage under the plan will be applied in total towards this Plan's pre-existing conditions limitations. An employee who rescinds the waiver will receive no payment for the period of time in which the waiver was in effect.

For employees newly hired to the district after June 30, 2012, the following shall apply. If two employees are married to each other, they shall be entitled to only one family plan if they have a dependent child or two single plans if there are no dependent children and neither employee is eligible for the waiver of insurance coverage.

10.6 Life Insurance

- A. The Board of Education shall provide for life insurance in the amount that always reflects a \$2,000.00 difference less than the certified staff.

10.7 125 Plan

A. Right to Participate

A plan under the Internal Revenue Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining member who is qualified shall have the right to participate in the premium/salary reduction section only of Section 125.

B. Selection of Company/Forms

The Board shall select a company to provide for the implementation of the plan and the Treasurer shall keep the OAPSE Local President informed. Forms provided by the Board shall be completed by the employee in order for him/her to be able to participate in the plan. The forms shall be submitted to the Treasurer on or before December 1 of each year.

C. Continuation of Participation

Once an employee has volunteered to participate in the plan he/she must continue in the plan for the plan year except for reasons of death, divorce, resignation or retirement.

D. Plan 125 Flexible Spending Account (FSA)

1. The Board will make available to any employee that requests, a 125 plan, which includes a Flexible Spending Account (FSA). This plan shall allow employees to use pre-tax dollars to pay expenses per IRS guidelines.
2. The Board will be responsible for the payment of the start-up cost for this plan and any monthly administration fee, if applicable.

ARTICLE 11 – LEAVES

11.1 Sick Leave

- A. Each employee of the Board of Education shall be entitled to sick leave credit of one and one fourth (1-1/4) workdays with pay for each completed month of service, and accruing an unlimited amount. Employees may use sick leave with advance notice for absence due to physical or mental illness, injury or exposure to contagious disease which could be communicated to others. Absences of thirty (30) or more consecutive work days shall require the employee to provide documentation from a doctor.
- B. Sick leave may be used for absence due to physical or mental illness, death, or injury in the immediate family.
 1. Immediate family shall consist of the following persons: husband or wife; mother or father; sister or brother; son or daughter; mother-in-law or father-in-law; brother-in-law or sister-in-law; daughter-in-law or son-in-law; aunt or uncle, and grandparents or grandchildren of the non-certified employee and employee's spouse.
 2. Maximum of five (5) days sick leave may be used for birth of employee's grandchild.
- C. Sick leave will be computed on the basis of twelve (12) months service per year, except in year of termination when sick leave will be computed to last day of service.

Computations are figured on fifteen (15) days per year.

- D. The previously accumulated sick leave of an employee who has been separated from the public service may be placed to his/her credit upon his/her re-employment to public service.
- E. Additional sick leave may be granted with prior approval of the Superintendent in accordance with Ohio Revised Code.
- F. An employee who exhausts his/her sick leave as a result of Section 11.1A or 11.1B may be eligible for The Family Medical Leave Act where qualifying events exist.

11.2 Leaves of Absence

- A. Leaves of absence may be authorized by the Board of Education upon the recommendation of the Superintendent. Unauthorized absence from duty following the expiration of a leave of absence from duty or a renewal thereof, or failure to comply with the provisions of the leave shall constitute grounds which may be considered by the Board of Education as the sole reason for termination of an employee's contract.
- B. The application for leave of absence or an extension or renewal thereof, must be made in advance, when possible, and in writing to the Superintendent or designee, stating the purpose of the leave, and the period of the leave, and must be accompanied by supporting statements concerning the need for or desirability of said leave.
- C. Employees of the Board shall be entitled to a leave of absence for a maximum of one (1) year of personal illness or other disability. Employees may be granted a leave of absence for a maximum of two (2) consecutive years for other reasons.
- D. Employees on leave of absence shall be responsible for paying all premiums on their benefits while on leave.

11.3 Emergency Personal Leave

Employees shall be granted three (3) unrestricted personal days, as prescribed in the Ohio Revised Code. In extenuating circumstances the Superintendent has the discretion to grant additional restricted days.

- A. Personal Leave will not be granted for other employment except military or jury duty service, or as specified by law.
- B. Reasons for granting additional restricted personal leave may include, but not limited to, the following and may require further explanation:
 - a. Court appearance – Personal or Family
 - b. Death or illness of family or other persons not covered by sick leave
 - c. Emergency auto repair
 - d. Family obligations
 - e. Household emergencies
 - f. Religious days or obligations
 - g. Business which cannot be conducted at other times
- C. A request for personal leave shall be submitted through the building principal or immediate Supervisor and forwarded so as to reach the Superintendent’s office at least two (2) days prior to the requested date.
- D. When an emergency exists a request may be submitted to the building principal with less than the above mentioned time. However, the Superintendent reserves the right to approve or disapprove.
- E. Personal absence on the scheduled work day prior to or immediately following a “paid holiday” will not be approved unless emergency or unusual conditions warrant it. Personal leave shall not be used during the first and last two weeks of the student academic year unless an emergency or unusual condition warrant it. It will then be up to the discretion of the Superintendent.
- F. Unused Personal days shall be converted to sick leave days July 1 of each year.

11.4 Assault Leave

- A. An employee who is absent from work due to a physical disability resulting from an assault which has arisen from a situation or activity within the scope of his/her employment may be granted paid assault leave for a period not to exceed ninety (90) days, when said employee charges the assailant with a criminal offense.

The Business Manager should be notified immediately of any assault.

- B. If requested by the Superintendent, the employee shall also be examined by a physician selected and paid for by the District.
- C. Falsification of either the signed statement by the employee or the physician's statement may be grounds for suspension or termination of employment.
- D. The Superintendent shall review each assault leave request and cause further investigation of the incident as deemed appropriate.
- E. An employee who is physically assaulted shall cooperate with law enforcement agencies and school officials in the prosecution of the party or parties involved in the alleged assault.
- F. Approved assault leave shall not be deducted from an employee's accumulated sick leave.

11.5 Maternity/Paternity/Adoption Leave

- A. An employee who becomes pregnant is expected to notify the Superintendent's office in writing as soon as practicable but no later than ninety (90) days prior to the anticipated delivery date. At the time the employee leaves her assignment, she may elect one (1) or more of the options listed below:

- 1. Use of Sick Leave

- a. The employee may elect to utilize her accumulated sick leave during her period of disability. It shall be up to the discretion for the employee and her doctor to determine suitable date of departure and return to work. Sick leave will be paid only during the time period in which a physician certifies the employee to be disabled, and only to the extent of the number of days accumulated.
- b. In the event an employee on such disability leave exhausts her accumulated sick leave days prior to termination of her disability, she will be granted a leave of absence without pay for the balance of the period of disability. For the first twelve (12) workweeks of unpaid maternity leave, the employee will continue to be covered under the Board's hospitalization/surgical insurance programs at Board cost. In the event the leave extends beyond twelve (12) workweeks, the employee will be eligible to continue to be covered under the Board's insurance but will be required to reimburse the Board for any premiums during that period.

- 2. Use of Long-Term Leave

- a. Leave without pay for the year in which a birth/adoption occurs shall be granted to the parent requesting long-term leave for maternity/paternity/adoption. The maternity leave date established for the beginning of leave shall be determined by the employee and her physician. Requests for such leave shall be filed with the Superintendent's office at least six (6) weeks prior to the beginning of the requested leave.
- b. Request for one (1) additional year of leave may be filed with the Superintendent's office.
- c. Individuals on long-term maternity/paternity/adoption leave may continue hospitalization and surgical group insurance coverage available through the Board by reimbursing the Board for premium costs. Failure to forward premium payments to the Board at the stipulated times will terminate this option.
- d. Upon medical certification of their ability to perform their previous job responsibilities, the employee will be offered reinstatement, first to their previous assignment. If that assignment is unavailable, they shall be eligible to exercise rights under contractual layoff procedures.

11.6 Upon request as per applicable conditions listed for long-term leaves (11.5 A.2), an employee who has requested a leave of absence for maternity, paternity, or adoption shall be granted a long-term leave of absence without pay. For the first twelve (12) work weeks of unpaid maternity, paternity, or adoption leave, the employee will continue to be covered under the Board's hospitalization/surgical insurance programs at Board percentage agreed to in this contract. In the event the leave extends beyond twelve (12) workweeks, the employee will be eligible to continue to be covered under the Board's insurance but will be required to reimburse the Board for any premiums during that period.

11.7 Employees shall be granted paid leave for training that is deemed necessary by the employer.

11.8 Family Medical Leave Act

- A. The Board and the Union recognize that unit members are entitled to leave right provided by the Family Medical Leave Act (FMLA).
- B. Eligible employees may elect to use FMLA Leave in place of Sick Leave at the employee's option.
- C. For purposes of this section, the "twelve (12) month period" shall start with the first day of FMLA leave used and extend for twelve (12) months.

ARTICLE 12 – EMPLOYEE RIGHTS/OBLIGATIONS

12.1 Probationary Period

- A. There shall be a probationary period of 120 work days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. If the service of a probationary employee is unsatisfactory, the employee may be removed at any time during the period.
- B. During such time, a new employee shall have no layoff seniority rights. Disciplinary action or layoff may occur for any reason without cause. Dismissal will not be subject to the grievance procedure. Employees retained beyond the probationary period shall have their system seniority computed as of their date of hire; their job classification seniority computed as of their latest date of entry into the job classification. All new employees shall be evaluated during their probationary period.
- C. Provisions of this article do not supersede 3319.081 a-f ORC except as modified herein.
- D. There will be a probationary period of current employees whenever the employee is assigned to a different classification. Such period shall be for sixty (60) work days. The Superintendent may move the employee back to their former assignment at any time during this period. The employee may move back to their same classification at any time during this period.

12.2 Layoff Procedure

- A. When a reduction in the number of employees is necessary the Board and the Administration shall determine the affected classification series and the effective date of the reductions. Local President shall be notified two (2) weeks in advance of any anticipated layoff.
- B. Reduction will be made for employees in each affected classification. Employees shall be placed on “inactive state” of employment. System seniority shall be used in determining which employee(s) shall be affected by a layoff.
- C. Bumping
 - 1. Bumping shall only occur down classification series.
 - 2. Bumping between/among classification series or “up” job lines is prohibited.

3. The employee in an affected position may bump any employee with less seniority in his/her classification or may bump any employee with less seniority in a lower classification series.
- D. Reinstatement: This is to cover all regular employees as listed in Classification Series.
1. A recall list will be maintained. The list will contain the names of employees from each classification. The list will be in a “high to low” order by system seniority.
 2. Employees on a recall list will retain rights for two (2) years (730 days) from the effective date of the layoff.
 3. The employee will be recalled to any vacancy in his classification series at or below the job line which he filled prior to the layoff. The two (2) years (730 days) time limit applies. The employee will not be eligible for recall for vacancies and other classification series or classification above this line.
 4. Employees will be notified by certified return receipt mail, to the address listed in the Board’s payroll office, when a vacancy occurs for which they are eligible for reinstatement as per this article. The employee must accept the position in writing (registered letter) and reply to the Superintendent of Schools within seven (7) calendar days of the postmark. Failure to respond in writing shall be considered to be a “job refusal” by the employee.
 5. Refusing to accept a vacancy for which the employee is eligible shall sever all rights and relations between the employee and the Board of Education.
 6. Employees reinstated (called back) shall be paid at the rate for the classification they are called back to fill and shall be placed on their appropriate step of the salary schedule based on their years of service.
 7. In filling temporary assignments, employees on layoff status shall be called to work within their classification of the bargaining unit where they have recall rights.
 8. Employees recalled for temporary assignments within their classification series shall be paid at their last pay step. Employees recalled to temporary assignments outside of their classification series shall be paid at the Board adopted substitute rate.
 9. Employees on call back list may be used as substitutes in their classification series. All sub-assignments shall expire the last day of any school year.

E. Seniority

1. Each classification shall contain a separate list of employees in rank order as per seniority.
2. Seniority shall begin the latest day of entry to a regular assignment with the school district.
3. When seniority dates for two (2) or more employees are equal, the Board appointment date shall be used to determine the most senior employee.
4. When seniority dates are still equal, the Board's application date shall be used.
5. If seniority dates are still equal, the most senior employee shall be determined by the flip of a coin. At this meeting a representative of the union and the affected person(s) shall be present for the seniority determination.
6. Seniority shall end with the Board's acceptance of the employee's termination date.

12.3 Discipline

- A. Members of the bargaining unit shall have the right to be only represented by the Union at conferences with the Administration when the focus of the conference is possible disciplinary action. Representation shall be upon request by the employee.
- B. When the Board seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person upon the employee with email documentation. The notice shall indicate:
 1. The specific charges.
 2. The penalty proposed.

All disciplinary action excluding reprimands shall be subject to appeal to Level Two (2) of the grievance procedure.

- C. Employees shall be evaluated in writing a minimum of one time annually by their immediate supervisor. However, evaluations may be completed whenever the supervisor feels the quality of an employee's work falls below expected standards. The employee shall have a reasonable time to correct deficiencies before disciplinary action is taken against said employee. The employee has the right to attach a written rebuttal to the evaluation if he/she does not agree with some portion of the evaluation content before it becomes a part of his/her personnel file.
- D. The employee shall receive a copy of all evaluations or other correspondence that is to become a part of his/her personnel file.

- E. An employee may only be represented by the union at all disciplinary conferences or hearings. Unit members may represent themselves at the conferences or hearings, but the Union shall have the opportunity to be present, and any settlement must be consistent with contract.
 - F. Disciplinary references in the personnel file(s) will be purged from the file(s) at the end of three (3) years if no repeat offenses are reported during this period.
- 12.4 **School Directories:** The school directory and school calendar are available on the District website (www.springfieldspartans.org). The employee access shall be password protected.
- 12.5 **Job Descriptions:** Every employee must have a copy of their job description. There should be a clarification of job descriptions in offices where there is more than one secretary employed.
- 12.6 **Right to Join or Not to Join:** It is further realized that the employees have the right to join, participate in, and assist the union and the right to refrain from such activities.
- 12.7 **Non-Discrimination:** Parties have agreed they will work together to prevent any discrimination as described in Board Policy.
- 12.8 The Local #179 President shall be able to provide input prior to the submission of the school calendar to the Board of Education.
- 12.9 Board minutes shall record the hiring of all substitute employees as well as regular employees.

ARTICLE 13 – POSTING-PROMOTION PROCEDURE

- 13.1 **Posting Promotion Procedure:** Vacancies shall be posted within five (5) working days of approval of the vacancy by the Board of Education. The Board shall have the right to declare whether a vacancy exists. If the Administration decides not to fill the vacancy, the Union shall be notified and no substitutes or temporary employees may be used in the position after it is vacated.
- 13.2 **Job Postings**
- A. Job openings shall be posted by the Board of Education for a period of five (5) working days at all school buildings at the time clock stations and Main Office as well as via the District website and/or via email. Positions will be posted with description of duties, salary range, work schedules and location. Additionally, all job postings shall be posted online and on “on call” June 1st – Sept 1st.
 - B. The President of the local union and the payroll clerk shall receive copies for informational purposes of the posting for all job vacancies.

- C. Employees desiring to be considered for the position shall submit their request to the appropriate administrator within eight (8) working days of the initial posting.
- D. Vacancies will be filled within fifteen (15) working days of the initial posting. Substitutes may not be used after fifteen (15) working days of the initial posting. The Administration will provide training to the employee assigned to the position.

13.3 Incumbent applicants in a classification series shall have first opportunity for additional work hours (1-1/2 hours or less) at their school facility as long as they are not scheduled to work during these hours.

- A. The additional work hours (1-1/2 hours or less) shall then be made available to interested, qualified and eligible unit members in the facility, followed by other unit members in the district who are interested, qualified and eligible.
- B. Selection will be made by seniority if candidates are determined to be substantially qualified.
- C. Applicants for short hour jobs (1-1/2 hours or less) can be rejected if it would give them over eight (8) hours of work per day.

13.4 Seniority which is defined as the right accrued to employees through length of service, shall entitle them to the job when qualifications as determined by the Board of Education are met.

- A. Vacancies shall be filled in the following sequence:
 - 1. Lateral movement – which is a job change within a particular class. The vacancy shall be offered to the interested senior employee in the classification. No probationary period shall be required.
 - 2. Downward movement – which is a job change to a lower paying job within the employee’s present classification series. The vacancy shall be offered to the interested senior employee in the classification series. No probationary period shall be required.
 - 3. Promotional movement – which is a job change to a different classification higher than entry level in any classification series. The vacancy shall require a probationary period.
 - 4. Employees in another classification series shall have the next opportunity for a job change based on their seniority and skills.
 - 5. Positions cannot be accumulated towards the medical benefit package, nor will the Board reduce hours or split positions in the attempt to deny medical benefits on current positions.

- 13.5 When it is necessary to move or reassign an employee because he/she is having difficulty performing the functions of his/her position, the Supervisor shall confer with the employee.
- 13.6 The employee shall have the opportunity to meet with the Superintendent prior to the transfer, if requested. In all cases, the Superintendent's decision shall be final.

ARTICLE 14 – SAFETY

- 14.1 A. The Board agrees to:
1. Provide a safe, healthy, secure workplace within its capabilities.
 2. Provide appropriate training on new equipment as required.
 3. Provide safety protection for all employees within its capabilities.
- B. Safety Grievances shall begin at Level Two (2). This provision in no way prevents any employee from indicating a safety concern to their immediate supervisor at any time.
- C. Employees who are injured on the job have a right to use either sick leave or Worker's Compensation Insurance.
- D. Employees injured on the job must notify an administrative personnel and complete an accident report at the first possible chance.
- 14.2 **Notice of Violation** - Before exercising his/her right under ORC 4167.06 (attached herein for reference as Appendix 5), it is recommended that an employee contact his/her principal or the Superintendent and review all existing facts. The employee has the right to review all existing facts. The employee has the right to OAPSE representation in connection with such review. The employee may be temporarily reassigned without regard to other provisions of the Agreement but shall suffer no loss of compensation as a result of the reassignment.
- 14.3 **Discrimination Claims** – In the event an employee wishes to actually assert a claim of discrimination of having filed an occupational safety or health violation as defined in ORC 4167.13, the Superintendent shall have the right to a meeting with OAPSE representatives in order to (1) review all existing facts and (2) to determine mutually whether or not the claim shall be remedied through the grievance procedure herein or by some other means.
- 14.4 **Internal Administration Procedure** – The parties desire to deal with safety and health complaints and to attempt to correct any safety or health violations internally to the extent possible. Accordingly, the Association agrees that it will not itself file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to ORC 4167.10 without first having met the Superintendent to review all existing facts and possible corrective measures.

ARTICLE 15 – DEDUCTIONS

15.1 Tax-Sheltered Annuity Deduction

- A. The board of Education shall provide payroll deduction for a tax sheltered annuity plan.

15.2 United Way Deduction

- A. The Board of Education shall adopt the policy that United Way contributions may be deducted a follows:
 - 1. After pledges have been made, United Way contributions may be taken out with a minimum of \$5.00 per pay.

HEADINGS

It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section. The articles are to be referred to in standard numerical script.

GENDER AND PLURAL

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

CLASSIFICATION SERIES

OPERATIONS CLASSIFICATION SERIES

- | | |
|-----------------------------|-------------------|
| A. Skilled Maintenance | A. Head Custodian |
| B. Semi-Skilled Maintenance | B. Custodian |

LIBRARY CLERK CLASSIFICATION SERIES

- A. Library Clerk – Class II
- B. Library Clerk – Class I

FINANCIAL/CLERICAL CLASSIFICATION SERIES

- | | |
|--|-------------------------------|
| A. Account Clerk IV – Accounts Payable/ Insurance/EMIS | A. Secretary III |
| B. Account Clerk III – Payroll/Accounts Payable/
Insurance/EMIS | B. Head Building
Secretary |
| C. Account Clerk II – Student Activities/Payroll/
Accounts Payable/Insurance/EMIS | C. School Secretary |
| D. Account Clerk I – Student Activities/ Payroll | |

FOOD SERVICE CLASSIFICATION SERIES

- A. Manager
- B. Cook
- C. Cafeteria Worker – Hourly

SUPPORT CLASSIFICATION SERIES

- | | |
|-----------------------------|--------------------------------|
| A. Teaching Assistant | A. District Telephone Operator |
| B. Educational Assistant II | |
| C. Educational Assistant I | |

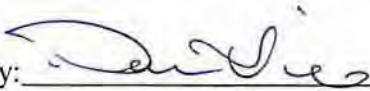
TERM OF CONTRACT

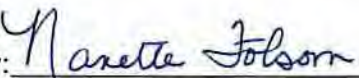
The Articles of this contract shall become effective 12:01 a.m., July 1, 2017 and shall remain in full force and effective until 11:59 p.m. June 30, 2020.

This agreement is made and entered into at Springfield Township, Ohio, on this 18th day of July, 2017, by and between the Union and the Board of Education.

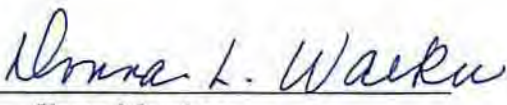
This contract between the parties is attested to by the representatives whose signatures appear below.

OAPSE/AFSCME-AFL-CIO

By: 
President #179

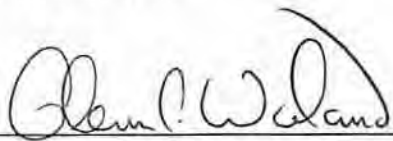
By: 
OAPSE Field Rep

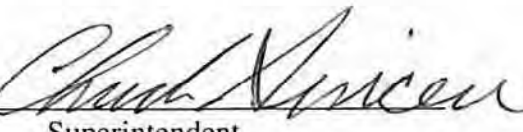
By: 
Team Member


By: 
Team Member

By: 
Team Member

SPRINGFIELD LOCAL BOARD OF EDUCATION

By: 
Board President

By: 
Superintendent

By: 
Treasurer

By: 
Business Manager

GLOSSARY

ADMINISTRATION: Refers to all persons collectively who are involved in supervising and evaluating personnel employed by the Springfield Local School System (not eligible for membership in the bargaining unit).

ALL CALL: A telephone call to all classified employees placed by the superintendent or designee.

ASSOCIATION: Means the Ohio Association of Public School Employees (OAPSE) or its affiliates.

BARGAINING UNIT: Refers to all classified employees of the Springfield Board of Education who are represented in negotiations by OAPSE. This includes all employees eligible for membership in OAPSE.

BOARD OF EDUCATION: The Springfield Board of Education duly elected by residents of the District to serve as the policymaking body of the Springfield Schools. Unless otherwise specified, the Board may be represented by a committee of two (2) or more Board members.

CLASSIFIED EMPLOYEE/STAFF: Refers to any member(s) of the bargaining unit.

GOOD FAITH: Willingness to consider, propose, make concessions, and counter proposals in an effort to reach a mutually agreeable position. “Good faith” requires the participants in the negotiations to provide good and sufficient reasons to proposals and counter proposals. “Good faith” does not mean that either negotiation team is given the authority to make final commitment for the Board or for the Association.

IMPASSE: A deadlock on a given item being negotiated. Impasse is reached when no further change of position by either negotiation team is taking place and agreement cannot be reached.

LAY-OFF: The act of laying off an employee or a work force, usually temporary.

MEDIATION: The procedure for resolving impasse in negotiations as outlined by the Federal Mediation and Conciliation Services (FMCS).

NEGOTIATE: To confer, discuss, propose, consider, make concessions and counter proposals in “good faith” in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives with the authority to negotiate. Final approval of any negotiated item shall be by action of the Association and official adoption by the Board.

NEGOTIATIONS COMMITTEE: Appointed representatives whose job is one of fact finding and research. The Negotiation Team is picked from these representatives.

NEGOTIATIONS MEETING PERIOD: That period of time negotiations has been initiated until agreement has been reached. The period of time when negotiations is recognized to be taking place.

NEGOTIATIONS PACKAGE: Based on input from membership, the proposed contract language on all agenda items taken to formal negotiations.

NEGOTIATIONS SESSION: Refers to the actual meeting between the two (2) teams.

NEGOTIATIONS SETTLEMENT: Contractual language on/or resolutions of all agenda items tentatively agreed to and taken to the membership of the Board.

NEGOTIATIONS TEAMS: Those persons who officially sit at the bargaining table. The Board, or designated representative of the Board, will meet with representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. Each team shall have no more than four (4) members.

NEWS RELEASE: A report on the status of negotiations given directly to the public news media personnel, i.e. the newspaper, radio, or television news bureaus.

NON-CERTIFICATED STAFF: Synonymous with classified staff.

PROGRESS REPORTS: Reports made to the Board or to the Association members while Negotiations are in progress. The proceedings of the negotiations shall not be released to the media without the approval of both parties.

PROPOSAL: Refers to the proposed contract language on any given agenda item to be negotiated.

SOLE AND EXCLUSIVE REPRESENTATIVE: The Ohio Association of Public School Employees granted such status shall be recognized by the Local Board as the official voice of all members of the classified staff. The exclusive representative shall further represent members of the classified staff regardless of their race, color, creed, national origin, politics, sex, age, or marital status.

SUPERINTENDENT: The Local Superintendent, the Chief Executive Officer of the Springfield Board of Education and the advisor to the Board of Education.

**APPENDIX 1
MEDICAL MUTUAL
SuperMed Plus**

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 Removal upon End of Month	
Pre-Existing Condition Waiting Period (Does not apply to under the age of 19)	Initial Group Waived, All Others 3-3-12	
Blood Pint Deductible	0 pints	
Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible -- Single/Family*	\$200/\$400	\$500/\$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	\$935/\$1,870	\$1,500/\$2,500
Physician/Office Services		
Office Visit (Illness/Injury)	90% after deductible	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Preventive Services		
Preventive Service, in accordance with state and federal law**	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	100%
Well Child Services including Exam, Routine Vision, Routine Hearing. Well Child Care Immunizations and Laboratory Tests (31 visits per Lifetime; Birth to age 21)	100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test and related Physical Exam (One per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (26 visits per benefit period)	90% after deductible	70% after deductible

Occupational Therapy - Facility and Professional (26 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy - Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy - Facility and Professional (26 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room	90% after deductible	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Infertility Services - including in-vitro fertilization, artificial insemination and all other infertility services	90% after deductible	70% after deductible
Home Healthcare (120 visits per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	

Note: Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pockets limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pockets limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

* Maximum family deductible. Member deductible is the same as single deductible.

** Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act

APPENDIX 2

Medical Mutual	Springfield Local Schools Prescription Drug Program	
Benefits	Co-Pay	Day Supply
Benefit Period	January 1 st through December 31st	
Dependent Age Limit	Same as Medical	
Retail Program with Oral Contraceptive Coverage		
Generic Co-payment	\$14	30 day
Single-Source Brand Name Copayment	\$28	30 day
Multi-Source Brand Name Copayment	\$28	30 day
Home Delivery Program with Oral Contraceptive Coverage		
Generic Co-payment	\$28	90 day
Single-Source Brand Name Copayment	\$56	90 day
Multi-Source Brand Name Copayment	\$56	90 day

Note: Benefits will be determined based on Medical Mutual’s medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar Year
Benefit Period Deductible	\$25 single/\$75 family
Maximum Benefit Payable per Covered Person per Benefit Period	\$1,500
Dependent Age Limit	26 th birthday

It is important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the “HOW CLAIMS ARE PAID” section for necessary information.

Type of Service	Maximums and Limitations
Oral Exam	Two exams per Benefit Period
Bitewing x-rays	Two sets per Benefit Period
Full-mouth x-rays/Panorex	One every 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period
Space Maintainers	Available for all Covered Persons, regardless of age
Crowns	Once every five years per tooth
Prosthetics (Fixed)	Once every five years per tooth
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Dentures (Complete and Partial)	Once every five years per tooth Relining and rebasing is covered if done no less than six (6) months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

DENTAL PAYMENT SCHEDULE	
Types of Service	You Pay the Following
<ul style="list-style-type: none"> • oral examination/evaluations • bitewing x-rays • prophylaxis • space maintainers • fluoride applications 	<p>0% of the Usual, Customary and Reasonable Amount</p> <p>No deductible is required for these services</p>

• emergency palliative treatments	
• inlays • onlays • crowns • dentures (complete & partial) • prosthetics (fixed)	30% of the Usual, Customary and Reasonable Amount
For all other Covered Services	30% of the Usual, Customary and Reasonable Amount
ORTHODONTIC SERVICES	
Maximum Benefit Payable per Covered Person	\$1,000 per lifetime
Eligibility	Available for all Covered Persons, regardless of age
Your Payment Amount	30% of the Usual, Customary and Reasonable Amount

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$500 or involving one or more crowns.

MEDICAL MUTUAL OF OHIO	Springfield Local Schools Vision
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Benefits	
Benefit Period	January 1 st through December 31st
Dependent Age Limit	Same as Medical
Examinations	One per benefit period
Vision Examinations	\$40 per exam
Frames	One per two benefit periods
Basic Frames	\$60 per frame
Prescription Lenses	One per benefit period
Single Vision Lenses	\$60 per pair
Bifocal Lenses	\$70 per pair
Trifocal Lenses	\$100 per pair
Lenticular Single Lenses	\$70 per pair
Lenticular Bifocal Lenses	\$90 per pair
Lenticular Trifocal Lenses	\$110 per pair
Contacts in Lieu of Lenses	One per benefit period
Medically Necessary	\$175 per pair
Cosmetic	\$100 per pair

Note: Benefits will be determined based on Medical Mutual of Ohio’s medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual of Ohio may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered service.

**SPRINGFIELD LOCAL SCHOOLS
SALARY SCHEDULES**

Treasurer's Office								
Effective 07/01/17 (3% increase)								
Acct Clerk I			Acct Clerk II		Acct Clerk III		Acct Clerk IV	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary
0	1.0000	36,045	0	37,410	0	38,784	0	42,564
1	1.0300	37,126	1	38,532	1	39,948	1	43,841
2	1.0500	37,847	2	39,281	2	40,723	2	44,692
3	1.0700	38,568	3	40,029	3	41,499	3	45,543
4	1.0900	39,289	4	40,777	4	42,275	4	46,395
5	1.1100	40,010	5	41,525	5	43,050	5	47,246
6	1.1300	40,731	6	42,273	6	43,826	6	48,097
7	1.1500	41,452	7	43,022	7	44,602	7	48,949
8	1.1700	42,173	8	43,770	8	45,377	8	49,800
9	1.1900	42,894	9	44,518	9	46,153	9	50,651
10	1.2100	43,614	10	45,266	10	46,929	10	51,502
11	1.2300	44,335	11	46,014	11	47,704	11	52,354
12	1.2500	45,056	12	46,763	12	48,480	12	53,205
13	1.2700	45,777	13	47,511	13	49,256	13	54,056
14	1.2700	45,777	14	47,511	14	49,256	14	54,056
15	1.3100	47,219	15	49,007	15	50,807	15	55,759
16	1.3100	47,219	16	49,007	16	50,807	16	55,759
17	1.3100	47,219	17	49,007	17	50,807	17	55,759
18	1.3100	47,219	18	49,007	18	50,807	18	55,759
19	1.3100	47,219	19	49,007	19	50,807	19	55,759
20	1.3500	48,661	20	50,504	20	52,358	20	57,461
25	1.3900	50,103	25	52,000	25	53,910	25	59,164

Custodial/Maintenance

Effective 07/01/17 (3.0% increase)

Custodian			Head Custodian		Semi-Skilled Maint.		Skilled Maint.	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary
0	1.0000	35,349	0	37,822	0	36,599	0	40,307
1	1.0300	36,409	1	38,957	1	37,697	1	41,516
2	1.0500	37,116	2	39,713	2	38,429	2	42,322
3	1.0700	37,823	3	40,470	3	39,161	3	43,128
4	1.0900	38,530	4	41,226	4	39,893	4	43,935
5	1.1100	39,237	5	41,982	5	40,625	5	44,741
6	1.1300	39,944	6	42,739	6	41,357	6	45,547
7	1.1500	40,651	7	43,495	7	42,089	7	46,353
8	1.1700	41,358	8	44,252	8	42,821	8	47,159
9	1.1900	42,065	9	45,008	9	43,553	9	47,965
10	1.2100	42,772	10	45,765	10	44,285	10	48,771
11	1.2300	43,479	11	46,521	11	45,017	11	49,578
12	1.2500	44,186	12	47,278	12	45,749	12	50,384
13	1.2700	44,893	13	48,034	13	46,481	13	51,190
14	1.2700	44,893	14	48,034	14	46,481	14	51,190
15	1.3100	46,307	15	49,547	15	47,945	15	52,802
16	1.3100	46,307	16	49,547	16	47,945	16	52,802
17	1.3100	46,307	17	49,547	17	47,945	17	52,802
18	1.3100	46,307	18	49,547	18	47,945	18	52,802
19	1.3100	46,307	19	49,547	19	47,945	19	52,802
20	1.3500	47,721	20	51,060	20	49,409	20	54,414
25	1.3900	49,135	25	52,573	25	50,873	25	56,027

Boiler License -\$416.00 per Year

Field House custodial position receives a \$0.75 per hour differential

SECRETARY III (260 days)		
Effective 07/01/17 (3% increase)		
Step	Index	Salary
0	1.0000	34,675
1	1.0300	35,715
2	1.0500	36,409
3	1.0700	37,102
4	1.0900	37,796
5	1.1100	38,489
6	1.1300	39,183
7	1.1500	39,876
8	1.1700	40,570
9	1.1900	41,263
10	1.2100	41,957
11	1.2300	42,650
12	1.2500	43,344
13	1.2700	44,037
14	1.2700	44,037
15	1.3100	45,424
16	1.3100	45,424
17	1.3100	45,424
18	1.3100	45,424
19	1.3100	45,424
20	1.3500	46,811
25	1.3900	48,198

Head Building Secretary		
Effective 07/01/17 (3% increase)		
210-Day		
Step	Index	Salary
0	1.0000	27,493
1	1.0300	28,318
2	1.0500	28,868
3	1.0700	29,418
4	1.0900	29,967
5	1.1100	30,517
6	1.1300	31,067
7	1.1500	31,617
8	1.1700	32,167
9	1.1900	32,717
10	1.2100	33,267
11	1.2300	33,816
12	1.2500	34,366
13	1.2700	34,916
14	1.2700	34,916
15	1.3100	36,016
16	1.3100	36,016
17	1.3100	36,016
18	1.3100	36,016
19	1.3100	36,016
20	1.3500	37,116
25	1.3900	38,215

Regular 210 Day Secretary		
Effective 07/01/17 (3% increase)		
Step	Index	Salary
0	1.0000	24,955
1	1.0300	25,704
2	1.0500	26,203
3	1.0700	26,702
4	1.0900	27,201
5	1.1100	27,700
6	1.1300	28,199
7	1.1500	28,698
8	1.1700	29,197
9	1.1900	29,696
10	1.2100	30,196
11	1.2300	30,695
12	1.2500	31,194
13	1.2700	31,693
14	1.2700	31,693
15	1.3100	32,691
16	1.3100	32,691
17	1.3100	32,691
18	1.3100	32,691
19	1.3100	32,691
20	1.3500	33,689
25	1.3900	34,687

Library Clerks – 188 Days					
Effective 07/01/17 (3% increase)					
Library Clerk I			Library Clerk II		
Step	Index	Salary	Step	Salary	
0	1.0000	17,808	0	18,951	
1	1.0300	18,342	1	19,520	
2	1.0500	18,698	2	19,899	
3	1.0700	19,055	3	20,278	
4	1.0900	19,411	4	20,657	
5	1.1100	19,767	5	21,036	
6	1.1300	20,123	6	21,415	
7	1.1500	20,479	7	21,794	
8	1.1700	20,835	8	22,173	
9	1.1900	21,192	9	22,552	
10	1.2100	21,548	10	22,931	
11	1.2300	21,904	11	23,310	
12	1.2500	22,260	12	23,689	
13	1.2700	22,616	13	24,068	
14	1.2700	22,616	14	24,068	
15	1.3100	23,328	15	24,826	
16	1.3100	23,328	16	24,826	
17	1.3100	23,328	17	24,826	
18	1.3100	23,328	18	24,826	
19	1.3100	23,328	19	24,826	
20	1.3500	24,041	20	25,584	
25	1.3900	24,753	25	26,342	

Cafeteria									
Effective 07/01/17 (3% Increase)									
188 Days									
COOKS					MANAGERS				
Step	Index	Salary				Step		Salary	
0	1.0000	17,371				0		20,040	
1	1.0300	17,892				1		20,641	
2	1.0500	18,240				2		21,042	
3	1.0700	18,587				3		21,443	
4	1.0900	18,934				4		21,844	
5	1.1100	19,282				5		22,244	
6	1.1300	19,629				6		22,645	
7	1.1500	19,977				7		23,046	
8	1.1700	20,324				8		23,447	
9	1.1900	20,671				9		23,848	
10	1.2100	21,019				10		24,248	
11	1.2300	21,366				11		24,649	
12	1.2500	21,714				12		25,050	
13	1.2700	22,061				13		25,451	
14	1.2700	22,061				14		25,451	
15	1.3100	22,756				15		26,252	
16	1.3100	22,756				16		26,252	
17	1.3100	22,756				17		26,252	
18	1.3100	22,756				18		26,252	
19	1.3100	22,756				19		26,252	
20	1.3500	23,451				20		27,054	
25	1.3900	24,146				25		27,856	

Cafeteria		
Effective 07/01/17 (3% Increase)		
Hourly Wage		
YEARS	STEP	RATE
1-5	1	13.05
6-10	2	13.30
11-15	3	13.52
16-24	4	13.75
25	5	14.10

Education Assistants I & II ... Teaching Assistants

Effective 07/01/17 (3% increase)

Educ. Assts. I				Educ. Assts. II				Teaching Assts.			
YRS	STEP	Rate		YRS	STEP	Rate		YRS	STEP	Rate	
1-5	1	11.29		1-5	1	12.12		1-5	1	13.77	
6-10	2	11.58		6-10	2	12.39		6-10	2	14.06	
				11-15	3	12.68		11-15	3	14.35	
				16-24	4	12.98		16-24	4	14.64	
				25	5	13.33		25	5	14.99	

Treasurer's Office								
Effective 07/01/18 (2.75% increase)								
Acct Clerk I			Acct Clerk II		Acct Clerk III		Acct Clerk IV	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary
0	1.0000	37,036	0	38,439	0	39,851	0	43,735
1	1.0300	38,147	1	39,592	1	41,047	1	45,047
2	1.0500	38,888	2	40,361	2	41,844	2	45,922
3	1.0700	39,629	3	41,130	3	42,641	3	46,796
4	1.0900	40,369	4	41,899	4	43,438	4	47,671
5	1.1100	41,110	5	42,667	5	44,235	5	48,546
6	1.1300	41,851	6	43,436	6	45,032	6	49,421
7	1.1500	42,591	7	44,205	7	45,829	7	50,295
8	1.1700	43,332	8	44,974	8	46,626	8	51,170
9	1.1900	44,073	9	45,742	9	47,423	9	52,045
10	1.2100	44,814	10	46,511	10	48,220	10	52,919
11	1.2300	45,554	11	47,280	11	49,017	11	53,794
12	1.2500	46,295	12	48,049	12	49,814	12	54,669
13	1.2700	47,036	13	48,818	13	50,611	13	55,543
14	1.2700	47,036	14	48,818	14	50,611	14	55,543
15	1.3100	48,517	15	50,355	15	52,205	15	57,293
16	1.3100	48,517	16	50,355	16	52,205	16	57,293
17	1.3100	48,517	17	50,355	17	52,205	17	57,293
18	1.3100	48,517	18	50,355	18	52,205	18	57,293
19	1.3100	48,517	19	50,355	19	52,205	19	57,293
20	1.3500	49,999	20	51,893	20	53,799	20	59,042
25	1.3900	51,480	25	53,430	25	55,393	25	60,792

Custodial/Maintenance

Effective 07/01/18 (2.75% increase)

Custodian			Head Custodian		Semi-Skilled Maint		Skilled Maint	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary
0	1.0000	36,321	0	38,862	0	37,605	0	41,415
1	1.0300	37,411	1	40,028	1	38,733	1	42,657
2	1.0500	38,137	2	40,805	2	39,485	2	43,486
3	1.0700	38,863	3	41,582	3	40,237	3	44,314
4	1.0900	39,590	4	42,360	4	40,989	4	45,142
5	1.1100	40,316	5	43,137	5	41,742	5	45,971
6	1.1300	41,043	6	43,914	6	42,494	6	46,799
7	1.1500	41,769	7	44,691	7	43,246	7	47,627
8	1.1700	42,496	8	45,469	8	43,998	8	48,456
9	1.1900	43,222	9	46,246	9	44,750	9	49,284
10	1.2100	43,948	10	47,023	10	45,502	10	50,112
11	1.2300	44,675	11	47,800	11	46,254	11	50,940
12	1.2500	45,401	12	48,578	12	47,006	12	51,769
13	1.2700	46,128	13	49,355	13	47,758	13	52,597
14	1.2700	46,128	14	49,355	14	47,758	14	52,597
15	1.3100	47,581	15	50,909	15	49,263	15	54,254
16	1.3100	47,581	16	50,909	16	49,263	16	54,254
17	1.3100	47,581	17	50,909	17	49,263	17	54,254
18	1.3100	47,581	18	50,909	18	49,263	18	54,254
19	1.3100	47,581	19	50,909	19	49,263	19	54,254
20	1.3500	49,033	20	52,464	20	50,767	20	55,910
25	1.3900	50,486	25	54,018	25	52,271	25	57,567

Boiler License -\$416.00 per Year

Field House custodial position receives a \$0.75 per hour differential

260-Day Secretaries		
Effective 07/01/18 (2.75% increase)		
SECRETARY III		
Step	Index	Salary
0	1.0000	35,629
1	1.0300	36,698
2	1.0500	37,410
3	1.0700	38,123
4	1.0900	38,836
5	1.1100	39,548
6	1.1300	40,261
7	1.1500	40,973
8	1.1700	41,686
9	1.1900	42,399
10	1.2100	43,111
11	1.2300	43,824
12	1.2500	44,536
13	1.2700	45,249
14	1.2700	45,249
15	1.3100	46,674
16	1.3100	46,674
17	1.3100	46,674
18	1.3100	46,674
19	1.3100	46,674
20	1.3500	48,099
25	1.3900	49,524

Head Building Secretary		
Effective 07/01/18 (2.75% increase)		
210-Day		
Step	Index	Salary
0	1.0000	28,249
1	1.0300	29,096
2	1.0500	29,661
3	1.0700	30,226
4	1.0900	30,791
5	1.1100	31,356
6	1.1300	31,921
7	1.1500	32,486
8	1.1700	33,051
9	1.1900	33,616
10	1.2100	34,181
11	1.2300	34,746
12	1.2500	35,311
13	1.2700	35,876
14	1.2700	35,876
15	1.3100	37,006
16	1.3100	37,006
17	1.3100	37,006
18	1.3100	37,006
19	1.3100	37,006
20	1.3500	38,136
25	1.3900	39,266

Regular 210 Day Secretary		
Effective 07/01/18 (2.75% increase)		
Step	Index	Salary
0	1.0000	25,641
1	1.0300	26,410
2	1.0500	26,923
3	1.0700	27,436
4	1.0900	27,949
5	1.1100	28,462
6	1.1300	28,974
7	1.1500	29,487
8	1.1700	30,000
9	1.1900	30,513
10	1.2100	31,026
11	1.2300	31,538
12	1.2500	32,051
13	1.2700	32,564
14	1.2700	32,564
15	1.3100	33,590
16	1.3100	33,590
17	1.3100	33,590
18	1.3100	33,590
19	1.3100	33,590
20	1.3500	34,615
25	1.3900	35,641

Library Clerks – 188 Day					
Effective 07/01/18 (2.75% increase)					
Library Clerk I			Library Clerk II		
Step	Index	Salary	Step	Salary	
0	1.0000	18,298	0	19,472	
1	1.0300	18,847	1	20,056	
2	1.0500	19,213	2	20,446	
3	1.0700	19,579	3	20,835	
4	1.0900	19,945	4	21,224	
5	1.1100	20,311	5	21,614	
6	1.1300	20,677	6	22,003	
7	1.1500	21,043	7	22,393	
8	1.1700	21,409	8	22,782	
9	1.1900	21,775	9	23,172	
10	1.2100	22,141	10	23,561	
11	1.2300	22,507	11	23,951	
12	1.2500	22,873	12	24,340	
13	1.2700	23,238	13	24,729	
14	1.2700	23,238	14	24,729	
15	1.3100	23,970	15	25,508	
16	1.3100	23,970	16	25,508	
17	1.3100	23,970	17	25,508	
18	1.3100	23,970	18	25,508	
19	1.3100	23,970	19	25,508	
20	1.3500	24,702	20	26,287	
25	1.3900	25,434	25	27,066	

Cafeteria

Effective 07/01/18 (2.75% increase)

188 Days

COOKS			MANAGERS		
Step	Index	Salary	Step	Salary	
0	1.0000	17,849	0	20,591	
1	1.0300	18,384	1	21,209	
2	1.0500	18,741	2	21,621	
3	1.0700	19,098	3	22,032	
4	1.0900	19,455	4	22,444	
5	1.1100	19,812	5	22,856	
6	1.1300	20,169	6	23,268	
7	1.1500	20,526	7	23,680	
8	1.1700	20,883	8	24,091	
9	1.1900	21,240	9	24,503	
10	1.2100	21,597	10	24,915	
11	1.2300	21,954	11	25,327	
12	1.2500	22,311	12	25,739	
13	1.2700	22,668	13	26,151	
14	1.2700	22,668	14	26,151	
15	1.3100	23,382	15	26,974	
16	1.3100	23,382	16	26,974	
17	1.3100	23,382	17	26,974	
18	1.3100	23,382	18	26,974	
19	1.3100	23,382	19	26,974	
20	1.3500	24,096	20	27,798	
25	1.3900	24,810	25	28,621	

Cafeteria		
Effective 07/01/18 (2.75% increase)		
Hourly Wage		
YEARS	STEP	RATE
1-5	1	13.41
6-10	2	13.67
11-15	3	13.89
16-24	4	14.13
25	5	14.49

Education Assistants I & II ... Teaching Assistants

Effective 07/01/18 (2.75% increase)

Educ Assts I				Educ Assts II				Teaching Assts			
YRS	STEP	Rate		YRS	STEP	Rate		YRS	STEP	Rate	
1-5	1	11.60		1-5	1	12.45		1-5	1	14.15	
6-10	2	11.90		6-10	2	12.73		6-10	2	14.45	
				11-15	3	13.03		11-15	3	14.74	
				16-24	4	13.34		16-24	4	15.04	
				25	5	13.70		25	5	15.40	

Treasurer's Office								
Effective 07/01/19 (3% increase)								
Acct Clerk I			Acct Clerk II		Acct Clerk III		Acct Clerk IV	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary
0	1.0000	38,147	0	39,592	0	41,047	0	45,047
1	1.0300	39,291	1	40,780	1	42,278	1	46,398
2	1.0500	40,054	2	41,572	2	43,099	2	47,299
3	1.0700	40,817	3	42,363	3	43,920	3	48,200
4	1.0900	41,580	4	43,155	4	44,741	4	49,101
5	1.1100	42,343	5	43,947	5	45,562	5	50,002
6	1.1300	43,106	6	44,739	6	46,383	6	50,903
7	1.1500	43,869	7	45,531	7	47,204	7	51,804
8	1.1700	44,632	8	46,323	8	48,025	8	52,705
9	1.1900	45,395	9	47,114	9	48,846	9	53,606
10	1.2100	46,158	10	47,906	10	49,667	10	54,507
11	1.2300	46,921	11	48,698	11	50,488	11	55,408
12	1.2500	47,684	12	49,490	12	51,309	12	56,309
13	1.2700	48,447	13	50,282	13	52,130	13	57,210
14	1.2700	48,447	14	50,282	14	52,130	14	57,210
15	1.3100	49,973	15	51,866	15	53,772	15	59,012
16	1.3100	49,973	16	51,866	16	53,772	16	59,012
17	1.3100	49,973	17	51,866	17	53,772	17	59,012
18	1.3100	49,973	18	51,866	18	53,772	18	59,012
19	1.3100	49,973	19	51,866	19	53,772	19	59,012
20	1.3500	51,498	20	53,449	20	55,413	20	60,813
25	1.3900	53,024	25	55,033	25	57,055	25	62,615

Custodial/Maintenance

Effective 07/01/19 (3% increase)

Custodian			Head Custodian		Semi-Skilled Maint		Skilled Maint	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary
0	1.0000	37,411	0	40,028	0	38,733	0	42,657
1	1.0300	38,533	1	41,229	1	39,895	1	43,937
2	1.0500	39,282	2	42,029	2	40,670	2	44,790
3	1.0700	40,030	3	42,830	3	41,444	3	45,643
4	1.0900	40,778	4	43,631	4	42,219	4	46,496
5	1.1100	41,526	5	44,431	5	42,994	5	47,349
6	1.1300	42,274	6	45,232	6	43,768	6	48,202
7	1.1500	43,023	7	46,032	7	44,543	7	49,056
8	1.1700	43,771	8	46,833	8	45,318	8	49,909
9	1.1900	44,519	9	47,633	9	46,092	9	50,762
10	1.2100	45,267	10	48,434	10	46,867	10	51,615
11	1.2300	46,016	11	49,234	11	47,642	11	52,468
12	1.2500	46,764	12	50,035	12	48,416	12	53,321
13	1.2700	47,512	13	50,836	13	49,191	13	54,174
14	1.2700	47,512	14	50,836	14	49,191	14	54,174
15	1.3100	49,008	15	52,437	15	50,740	15	55,881
16	1.3100	49,008	16	52,437	16	50,740	16	55,881
17	1.3100	49,008	17	52,437	17	50,740	17	55,881
18	1.3100	49,008	18	52,437	18	50,740	18	55,881
19	1.3100	49,008	19	52,437	19	50,740	19	55,881
20	1.3500	50,505	20	54,038	20	52,290	20	57,587
25	1.3900	52,001	25	55,639	25	53,839	25	59,293

Boiler License -\$416.00 per Year

Field House custodial position receives a \$0.75 per hour differential

260-Day Secretaries		
Effective 07/01/19 (3% increase)		
SECRETARY III		
Step	Index	Salary
0	1.0000	36,698
1	1.0300	37,799
2	1.0500	38,533
3	1.0700	39,267
4	1.0900	40,001
5	1.1100	40,735
6	1.1300	41,469
7	1.1500	42,203
8	1.1700	42,937
9	1.1900	43,671
10	1.2100	44,405
11	1.2300	45,139
12	1.2500	45,873
13	1.2700	46,606
14	1.2700	46,606
15	1.3100	48,074
16	1.3100	48,074
17	1.3100	48,074
18	1.3100	48,074
19	1.3100	48,074
20	1.3500	49,542
25	1.3900	51,010

Head Building Secretary		
Effective 07/01/19 (3% increase)		
Head Building Secretary		
210-Day		
Step	Index	Salary
0	1.0000	29,096
1	1.0300	29,969
2	1.0500	30,551
3	1.0700	31,133
4	1.0900	31,715
5	1.1100	32,297
6	1.1300	32,878
7	1.1500	33,460
8	1.1700	34,042
9	1.1900	34,624
10	1.2100	35,206
11	1.2300	35,788
12	1.2500	36,370
13	1.2700	36,952
14	1.2700	36,952
15	1.3100	38,116
16	1.3100	38,116
17	1.3100	38,116
18	1.3100	38,116
19	1.3100	38,116
20	1.3500	39,280
25	1.3900	40,443

Regular 210 Day Secretary		
Effective 07/01/19 (3% increase)		
Step	Index	Salary
0	1.0000	26,410
1	1.0300	27,202
2	1.0500	27,731
3	1.0700	28,259
4	1.0900	28,787
5	1.1100	29,315
6	1.1300	29,843
7	1.1500	30,372
8	1.1700	30,900
9	1.1900	31,428
10	1.2100	31,956
11	1.2300	32,484
12	1.2500	33,013
13	1.2700	33,541
14	1.2700	33,541
15	1.3100	34,597
16	1.3100	34,597
17	1.3100	34,597
18	1.3100	34,597
19	1.3100	34,597
20	1.3500	35,654
25	1.3900	36,710

Library Clerks – 188 Days					
Effective 07/01/19 (3% increase)					
Library Clerk I			Library Clerk II		
Step	Index	Salary	Step	Salary	
0	1.0000	18,847	0	20,056	
1	1.0300	19,412	1	20,658	
2	1.0500	19,789	2	21,059	
3	1.0700	20,166	3	21,460	
4	1.0900	20,543	4	21,861	
5	1.1100	20,920	5	22,262	
6	1.1300	21,297	6	22,663	
7	1.1500	21,674	7	23,064	
8	1.1700	22,051	8	23,466	
9	1.1900	22,428	9	23,867	
10	1.2100	22,805	10	24,268	
11	1.2300	23,182	11	24,669	
12	1.2500	23,559	12	25,070	
13	1.2700	23,936	13	25,471	
14	1.2700	23,936	14	25,471	
15	1.3100	24,690	15	26,273	
16	1.3100	24,690	16	26,273	
17	1.3100	24,690	17	26,273	
18	1.3100	24,690	18	26,273	
19	1.3100	24,690	19	26,273	
20	1.3500	25,443	20	27,076	
25	1.3900	26,197	25	27,878	

Cafeteria

Effective 07/01/19 (3% increase)

188 Days

COOKS			MANAGERS		
Step	Index	Salary	Step	Index	Salary
0	1.0000	18,384	0		21,209
1	1.0300	18,936	1		21,845
2	1.0500	19,303	2		22,269
3	1.0700	19,671	3		22,694
4	1.0900	20,039	4		23,118
5	1.1100	20,406	5		23,542
6	1.1300	20,774	6		23,966
7	1.1500	21,142	7		24,390
8	1.1700	21,509	8		24,815
9	1.1900	21,877	9		25,239
10	1.2100	22,245	10		25,663
11	1.2300	22,612	11		26,087
12	1.2500	22,980	12		26,511
13	1.2700	23,348	13		26,935
14	1.2700	23,348	14		26,935
15	1.3100	24,083	15		27,784
16	1.3100	24,083	16		27,784
17	1.3100	24,083	17		27,784
18	1.3100	24,083	18		27,784
19	1.3100	24,083	19		27,784
20	1.3500	24,818	20		28,632
25	1.3900	25,554	25		29,481

Cafeteria		
Effective 07/01/19 (3% increase)		
Hourly Wage		
YEARS	STEP	RATE
1-5	1	13.81
6-10	2	14.08
11-15	3	14.31
16-24	4	14.55
25	5	14.92

Education Assistants I & II Teaching Assistants

Effective 07/01/19 (3% increase)

Educ. Assts. I			Educ. Assts. II			Teaching Assts.		
YRS	STEP	Rate	YRS	STEP	Rate	YRS	STEP	Rate
1-5	1	11.95	1-5	1	12.82	1-5	1	14.57
6-10	2	12.26	6-10	2	13.11	6-10	2	14.88
			11-15	3	13.42	11-15	3	15.18
			16-24	4	13.74	16-24	4	15.49
			25	5	14.11	25	5	15.86

LETTER OF INTENT

Whereas Springfield Board of Education and Ohio Association of Public School Employees Local 179 have entered into a Collective Bargaining Agreement for the classified employees of the District for wages, hours, benefits and working conditions. Both parties mutually agree to abide by said contract for the welfare of the District.

Whereas both parties understand the goal of the District is to provide the students with a positive, productive educational experience.

Whereas the District receives monies through Grants, Title I, DPIA and Parity Aid funds to institute programs to supplement the curriculum in targeted areas. The District, to effectively use the financial resources available and to target as many students as possible, implemented a Circle Reading program. The program provides assistance for a specific amount of days, less than a school year.

Therefore contractual employee currently in a classified position and working in the Circle Reading program shall receive wages and benefits as provided in the Collective Bargaining Agreement for both positions. Vacancies in said program will be filled in accordance with Article 13 of the Collective Bargaining Agreement, in the Educational Assistant classification.

Therefore calendars will be created with days worked and holidays paid. The minimum work calendar schedule for the Reading Circle Program shall be eighty (80) days, all consideration will be made to increase days worked.

If this Letter of Intent is held unlawful by a court of competent jurisdiction, then said parties would convene to reach a settlement in compliance with the Collective Bargaining Agreement,

The Letter of Intent will not set a precedent or be used as a past practice.

LETTER OF INTENT

Whereas Springfield Board of Education and Ohio Association of Public School Employees Local 179 have entered into a Collective Bargaining Agreement for the classified employees of the district for wages, hours, benefits and working conditions. Both parties mutually agree to abide by said contract for the welfare of the district.

Whereas both parties understand the goal of the district is to provide the students with a positive, productive educational experience.

Whereas the District receives monies through Grants, Title I, DPIA and Parity Aid funds to institute programs to supplement the curriculum in targeted areas. The District, to effectively use the financial resources available and to target as many students as possible, implemented a Circle Reading program. The program provides assistance for a specific amount of days, less than a school year.

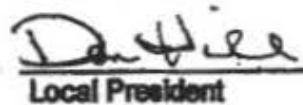
Therefore contracted employees currently in a classified position and working in the Circle Reading program shall receive wages and benefits as provided in the Collective Bargaining Agreement for both positions. Vacancies in said program will be filled in accordance with Article 13 of the Collective Bargaining Agreement, in the Educational Assistant classification.

Therefore calendars will be created with days worked and holidays paid. The minimum work calendar schedule for the Reading Circle Program shall be eighty (80) days, all consideration will be made to increase days worked.


If this Letter of Intent is held unlawful by a court of competent jurisdiction, then said parties would convene to reach a settlement in compliance with the Collective Bargaining Agreement.

This Letter of Intent will not set a precedent or be used as a past practice.

 5/20/05
Superintendent Date

 5/9/05
Local President Date

 5/25/05
Board President Date

 5/9/05
Field Rep Date

4167.06 -- Good faith refusal to work under dangerous conditions

(A) A public employee acting in good faith has the right to refuse to work under conditions that the public employee reasonably believes present an imminent danger of death or serious harm to the public employee, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in the occupation of the public employee. A public employer shall not discriminate against a public employee for a good faith refusal to perform assigned tasks if the public employee has requested that the public employer correct the hazardous conditions but the conditions remain uncorrected, there was insufficient time to eliminate the danger by resorting to the enforcement methods provided in this chapter, and the danger was one that a reasonable person under the circumstances then confronting the public employee would conclude is an imminent danger of death or serious physical harm to the public employee. A public employee who has refused in good faith to perform assigned tasks and who has not been reassigned to other tasks by the public employer shall, in addition to retaining a right to continued employment, receive full compensation for the tasks that would have been performed. If the public employer reassigns the public employee, the public employer shall pay the public employee's full compensation as if the public employee were not reassigned.

(B) A public employee who exercises the right to refuse to work under division (A) of this section shall notify by a written statement that is signed by the public employee, as soon as practicable after exercising that right, the administrator of workers' compensation of the condition that presents an imminent danger of death or serious harm to the public employee. Upon receipt of the notification, the administrator or the administrator's designee immediately shall inspect the premises of the public employer. The administrator and the administrator's designee shall comply with section 4167.10 of the Revised Code in conducting the inspection and investigation and in issuing orders and citations.

(C) A public employee who refuses to perform assigned tasks under division (A) of this section and fails to meet all of the conditions set forth in that division for the refusal is subject to any disciplinary action provided by law or agreement between the public employer and public employee for a refusal to work, including, but not limited to, suspension, nonpayment of wages for the duration of the refusal to work, and discharge.

FOR YOUR INFORMATION

The National Labor Relations Act provides for union representation if an employee is called in for a conference with administration and the employee reasonably believes that what is said during the interview may result in the employee being disciplined. This right was formally recognized by the U.S. Supreme Court in the 1975 **NLRB vs. Weingarten.**

In **NLRB vs. Weingarten** the Court determined that the right to representation applies to situations where there is “reasonable” belief that discipline may exist. The employee **MUST CLEARLY REQUEST** representation in order to claim this right. The administration has no duty to inform the employee of this unless the contract obligates them to do so (our contract does not). No employee may be disciplined for requesting this right. If an employee asks for union representation and the administration refuses to allow it, the employee may decline to comment until representation is provided. This refusal is also not subject to discipline. As a reminder for assistance, please clip and carry this with you to an interview or conference you may suspect may be disciplinary or job threatening.

WEINGARTEN RIGHTS

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my Union representative be present at the meeting. Without representation, I choose not to answer any questions.