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MASTER AGREEMENT

BETWEEN

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AFSCME-AFL-CIO
LOCAL #530**

AND

**SPRINGFIELD LOCAL
SCHOOL DISTRICT
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 530 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, all temporary/casual employees, students and all other employees that belong to another bargaining unit.
- 1.2 **Substitute Employees** – Substitute employees are taking the place of regular employees who have rights of return to the school system.
- 1.3 **Temporary/Casual Employees** – These employees are hired on a non-fixed time schedule for a period of time not to exceed forty-five (45) work days per **school** year from the date of the employee’s first assignment, exclusive of the period June 15 through August 31. No vacant assignment shall be filled by a temporary employee longer than forty-five (45) workdays. Temporary/Casual employees shall only be used when a contracted member of the bargaining unit is not available to fill the temporary position and when such temporary assignment does not cause the contracted bargaining unit member to exceed forty (40) hours per week.
- 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) workdays 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 in the year the Contract expires by notifying the Chief Financial Officer of the employer and the State Association’s Treasurer in writing. Withdrawal requests must be postmarked and received by the State Association’s Treasurer within the final

thirty (30) days of the contract in the year the contract expires to be considered timely. If a withdrawal is received by the State Association's Treasurer and deemed untimely, dues shall continue. Dues deductions may not be revoked at any other time or in any other manner.

3. The deductions shall be made in equal installments from each regular paycheck during the one year period for which the dues/fees have been calculated commencing with the first paycheck in September. 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 employees who are members of this unit.
 8. 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.
 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. Two (2) delegates from the Union shall be permitted to attend the annual OAPSE Conference as a professional meeting. A period of four (4) 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. The right to an aggregate of 80-hours of paid release time, per school year, 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.

3.5 Policy Manual

- A. 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. (www.springfieldspartans.org).
- B. Drivers' addresses and phone numbers are not to be given out to any students or parents.

3.6 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 The head mechanic shall be responsible for checking the garage and busses on a calamity day as part of his regular work schedule.
- 4.2 The number of Calamity days allowed each school year will be in accordance with Ohio Revised Code. Make-up calamity days will not be held on a holiday
- 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.

ARTICLE 5 – SEVERANCE PAY/RETIREMENT BONUS

- 5.1 The Board agrees that any employees covered by this agreement, leaving active service with ten (10) or more years of Springfield Local Schools 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 – 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.

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

For members of the bargaining unit hired after January 1, 2011, the vacation schedule shall be:

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

6.2 Vacations may be taken at any time during the period of January 1 through December 31 with prior approval of the Immediate Supervisor and/or Superintendent.

The maximum amount of vacation accrual will be limited as follows:

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

For members of the bargaining unit hired after January 1, 2011, vacation accrual will be limited as follows:

Eligible For	Maximum Accrual
2 weeks	20 days
3 weeks	25 days
4 weeks	35 days
5 weeks	40 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.

6.3 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, Presidents Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

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.
- 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 holiday regular pay.
- D. 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. This additional money will be paid on the payroll dates closest to December 1st, March 1st, June 1st, and September 1st.

- E. The regular work week shall be Monday through Friday.
- F. 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 school year.
- G. A two (2) hour call in time is guaranteed to mechanics when called to work other than regular hours. The employee must remain on duty the full two hours.
- H. The decision to hire a substitute mechanic when only one person is taking care of the garage will be made by the ~~Bus Coordinator~~ and/or the Administration.
- I. The minimum regular work week schedule for all employees shall be two (2) 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 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 on behalf of employee; and the Board will contribute to SERS an amount equal to SERS for the employee's account.

Addendum stating salary component and pick-up component shall be attached to each salary notice.

8.4 Uniforms – The Board will clean and provide uniforms for all vehicle mechanic employees.

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) workdays 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 Immediate Supervisor Regarding the Problem

- A. Employee with a grievance shall notify his 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 immediate supervisor shall notify the employee orally of the disposition of the grievance with five (5) working days after such discussion. 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 five (5) 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 designee 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 local union may submit the grievance to Grievance Mediation 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 request 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 the matter to address the 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 Level 4 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** Except for the oral notification provided in Level 1, all decisions shall be in writing setting forth the decision and the reasons therefore and shall promptly be transmitted to all parties of interest, and to the chairman of the Grievance Committee.
- 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 10 – 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 non-certified employees
(See Appendix 1)
- B. Classified employees of the Board of Education may elect hospitalization coverage during open enrollment (to be determined) 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. All employees shall be entitled to hospitalization, dental, prescription and vision as follows:
1. All employees hired before October 1993 must work at least four (4) hours per day for ~~94%~~ Board paid premiums at the following levels:

2017-2018 = 92.5% 2018-2019 = 92% 2019-2020 = 91%

2. Employees working more than five (5) hours per day are eligible to receive ~~94%~~ Board paid premiums at the following levels:
2017-2018 = 92.5% 2018-2019 = 92% 2019-2020 = 91%
3. Employees working four (4) to five (5) hours per day are eligible to receive 75% Board paid premiums on single coverage and 67% Board paid premiums on family coverage.
4. All other employees are eligible for said benefits by paying fifty percent (50%) of the premium for each listed coverage.
5. Payroll deductions shall be provided for payment of this premium. Employees who do not receive pay during the summer months shall pay the remaining month's 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.

D. 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.

E. 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 outpatient programs.
- F. Initial hard copy of the insurance plan document shall be provided to all eligible employees and new hires. Additional copies shall be web-based.
- G. 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 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.

10.3 Dental Insurance

- A. The Springfield Board of Education shall provide dental coverage by a Carrier licensed by the State of Ohio (see Appendix 3).
- B. Classified employees of the Board of Education may elect dental coverage during open enrollment (to be determined) or upon a qualifying event.

10.4 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).
- B. Any employee, whether new or currently employed but not covered by prescription drug insurance, may apply any time; but has a waiting period required by the carrier that is not to exceed thirty (30) days.
- 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.

10.5 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 (to be determined) or upon a qualifying event.

10.6 125 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 (premium only) 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 school 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 child and elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills.
2. The Board will be responsible for the payment of the start-up cost for this plan and any monthly administration fee, if applicable.

10.7 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.

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, upon approval of the responsible administrative officer of the school district, 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 grand-parents or grandchildren of the employee and employee's spouse and minor foster children.
 - 2. Maximum of five (5) days sick leave may be used for birth of employee's grandchild.
 - 3. 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.

- 4. 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.
- 5. Additional sick leave may be granted with prior approval of the Superintendent in accordance with the Ohio Revised Code.

6. 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 (11.8) 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, 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 two (2) consecutive years 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.
- E. Employees may be subject to disciplinary action when unexcused absences exceed six days per year. Illness or injury covered by accrued sick leave and approved leaves of absence shall count as excused absences.

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. 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.
- B. Reasons for granting additional personal leave may include, but not limited to, the following:
 - 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
- *Only b, c, d, e, f, g, may require further explanation.

- 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 immediate supervisor 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 (2) weeks of the student academic year unless an emergency or unusual conditions warrant it. It will then be up to the discretion of the Superintendent.
- F. It is understood that unused personal leave shall convert 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.

11.9 Attendance Incentive

Bargaining unit members shall be entitled to receive a stipend in the amount of \$100.00 payable on or before July 31 if they do not use more than five (5) days of sick leave, personal leave and/or dock days during the preceding school year.

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 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.

12.4 School Directories: The school directory and school calendar are available on the school website (www.springfieldspartans.com). 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, prior to any job description change, the President and Classification Representative shall be notified and offered the opportunity to provide input.

- 12.6 Salary Notice:** Salary notice for all employees shall state the annual rate of pay and bi-weekly amount.
- 12.7 Non-Discrimination:** Parties have agreed they will work together to prevent any discrimination as described in Board Policy.
- 12.8 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.
- 12.9 Medication:** No employee shall be required to administer medication unless written waiver has been obtained as required by law.
- 12.10** The Local #530 President shall be able to provide input prior to the submission of the school calendar to the Board of Education.

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.

13.2 Job Postings

- A. Job openings shall be posted by the Board of Education for a period of three (3) working days in the Bus Garage and all school-buildings at the time clock stations and Main office as well as the District website and/or via email. Additionally, all job postings shall be posted online and on "all call" June 1 through September 1.
- 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 three (3) working days of the initial posting. Positions will be posted with description of duties, salary range and work schedules.
- D. Vacancies will be filled within six (6) working days of the initial posting. Substitutes may not be used after six (6) working days of the initial posting.
- E. After a job opening has been awarded to an employee, the employee must keep the position for a minimum of 60 calendar days before the employee is permitted to bid on any other position.

13.3 Incumbent applicants in a classification series shall have first opportunity for additional work hours (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 (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 (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 classification. 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. The employee who is determined to be the most qualified for another job classification in the bargaining unit shall be given priority consideration over other unit members. Beyond qualifications, seniority shall be the determining factor. The administration may use an assessment as part of the process in determining the most qualified individual.

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 – TRANSPORTATION

14.1 Runs

- A. Parochial Runs/Other School Runs: When a parochial school or other school is in session on any day(s) the Springfield Schools are not and the transportation is to be provided, the regular assigned driver/monitor shall have the first opportunity to work and shall receive his regular hourly rate of pay.

With the unavailability of the regular assigned driver/monitor said parochial runs or other schools shall be offered to the next contracted driver/monitor on the extra work/trip list who is available. These drivers/monitors shall be paid Step one (1).

- B. Midday Runs: Midday runs shall be assigned each year by the Transportation Supervisor using the previous year's driver/monitor first. When feasible, each driver/monitor shall retain their right to the same general run they had in the last school year.

If a Midday run is eliminated the driver/monitor with the least seniority shall be dropped from the list; but will be the first considered for any future opening.

Any additional Midday runs shall be posted and will be assigned to the senior driver/monitor who signs for it.

- C. Handicap/Special Education Buses: The Board shall make available a bus monitor to those drivers of handicap/special education buses who request one.
- D. During the first thirty (30) days of school, drivers shall document actual run times. If a run increases or decreases thirty (30) minutes or more from the posted driving time, all runs shall be placed up for bid and picked by seniority. There shall be only one rebid for the school year.

For the purposes of rebid, the Transportation Supervisor shall schedule a drivers' meeting with a three (3) working day notice where all interested drivers can attend to bid on vacant routes until no driver is interested. Drivers attending shall be paid for one (1) hour of time at their hourly rate.

14.2 Seniority

When a route becomes open, a posting shall be made and the opening awarded on the basis of classification seniority. Whenever advisable, (based on capacity) the driver will

retain his bus. The Transportation Supervisor shall inform all school principals of such changes immediately so that necessary changes may be made in bus schedule books.

Drivers shall inform all students of impending changes. If a regular driver/monitor loses his run because of a reduction in bus service by the Board of Education, he will have the right by classification seniority to bump any driver/monitor with less service.

14.3 Field Trips

- A. A list of all field trips shall be posted on the bus garage bulletin board and kept up to date. This list shall indicate: Destination; Departing Time; Vehicle Assigned. The date of the assignment, rather than the actual date of the trip, shall determine the order. Along with this assignment, the operator is to be supplied with as complete as available details as to route and parking facilities.
- B. A person or organization must take every effort to notify Immediate Supervisor of trip cancellation as soon as possible so the drivers may be notified not to report for the extra trip. Certified driver/mechanics should be offered extra trips in rotation the same as regular drivers, when the trips do not interfere with regular working hours. When a driver is being paid, i.e., "on the clock" they shall be readily available to the trip supervisor. If the driver needs to be absent for more than a few minutes they shall report, in advance, the intended absence.
- C. When a field trip is scheduled to start before 5:30 p.m. and/or scheduled to last four (4) hours or more, the driver may use the bus to go for food or restroom facilities.

Under no circumstances should the driver leave the area of destination with or without the bus for any extended period of time (more than thirty (30) minutes) except by prior approval of the trip supervisor. The trip supervisor must schedule a break period in accordance with paragraph C., if requested.

The driver is not responsible for personal belongings left on the bus.

- D. All extra trips shall be scheduled by seniority and by rotation. A separate list shall be kept for day and night trips. The rotation order for day and night trips shall start at the top of the seniority list at the beginning of each school year. All Sunday trips shall be assigned by seniority on a rotation list separate from the day and night list. The Sunday trips list shall start where they stopped at the end of the previous school year, and continue on the rotation. Last minute field trips, i.e. those that come up with less than 24 hours' notice, shall be on a separate list scheduled by seniority and by rotation, and start at the top of the seniority list at the beginning of each new school year. No bus shall be passed in rotation except for the following reasons:

Any driver who refuses or cannot take an assigned field trip shall forfeit his turn and the trip shall be assigned to the next available bus in rotation. When a trip is returned to the Transportation Supervisor for reassignment with less than four (4) hours' notice

he may assign it to the first available Driver he can contact. Such assignment shall not be charged against the driver's normal turn in rotation. No trading or giving away permitted. Resolution of conflicts shall be the responsibility of the Transportation Supervisor.

Drivers who accept a field trip and later return said trip in order to work another job, either inside or outside the district, shall not be eligible to bid on that specific field trip list for one (1) full rotation.

- E. Day trips are those that run between a driver's AM and PM routes on days school is in session. Night trips are all other except overnight and Sunday trips. Summer trips are to be scheduled as a continuation of the night trip rotation as feasible. Such assignment shall not be charged against the driver's normal turn in rotation.
- F. A regular driver may not take an extra trip that interferes with their regular run except for overnight trips or when the supervisor deems it necessary to alter regular schedules to accommodate extra trips in the event of a shortage of sub drivers.
- G. All overnight trips shall be assigned to contract drivers by seniority of those who want it. No substitute shall be eligible until all regular drivers have declined it.

EXTRA TRIPS:

All extra trips shall be paid at the step one (1), unless the driver is below step 1 for regular hours in which case driver will be paid at step 0), on the salary schedule with a minimum of (2) hours.

Overnight trips paid for a minimum of eight (8) hours per day plus an expense reimbursement of up to \$40.00 per night with the presentation of receipts for the expenses and lodging (single room). Drivers shall not charge any food, beverages or other items/services to the room.

A driver shall be paid the minimum rate for the extra trip when the trip is cancelled with less than twenty-four (24) hour notice.

SUMMER ROUTES:

Known summer routes will be posted no later than five (5) days prior to the end of the school year, drivers/monitors shall have five (5) days, from the day of posting, to sign for a summer route. Said summer routes shall be awarded according to classification seniority. (example: driver is awarded a drivers position, monitor is awarded a monitor position)

Drivers/monitors may not take off their summer route for any other employment opportunities, including, but not limited to field trips.

In the event a driver/monitor is absent due to illness or an emergency, that position shall be offered to the next senior driver/monitor on the original bid list that has not been awarded a summer route.

If a driver/monitor that has been awarded a summer route and then requests time off, other than illness or emergency leave, that summer route will then be awarded to the next senior driver/monitor on the original bid list.

14.4 SAFETY: All official State of Ohio Regulations shall henceforth be part of the contract.

14.5 FUELING/EXT. CLEANING: The Board shall be responsible for the exterior cleaning of all vehicles (except that perfect visibility must be insured by the driver by cleaning necessary glass).

A. The driver, regular or substitute, shall be responsible for the fueling, checking oil, Interior cleaning, and for all the checks as outlined by State of Ohio Transportation Department. The Board shall supply said information. Failure to perform required duties will result in disciplinary action.

B. No driver should ever get a bus needing cleaning. Internal cleaning as needed should be performed after A.M. runs, after field trips, after athletic trips, after P.M. runs, or any other time driver is finished with bus.

C. No driver should ever get a bus with too little gas to make a reasonable run. Responsibility for gas rests with the last driver.

14.6 WAGES:

Wages shall be increased by 3.0% effective August 1, 2017; 2.75% effective August 1, 2018; and 3.0% effective August 1, 2019 for all members of the bargaining unit.

(See attached grid for new salary schedule.)

All bus drivers are guaranteed a minimum of four (4) hours per day (AM/PM routes).

Bus Drivers of Kindergarten/Midday routes are guaranteed a minimum of one and a half (1.5) hours per day.

All contracted monitors are guaranteed a minimum of four (4) hours per day (AM/PM routes). Midday monitors would be paid a minimum of one and one-half (1½) hours per day.

ARTICLE 15 – SAFETY

- 15.1** 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.
 4. Employees shall follow Board policy.
- 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 administrative personnel and complete an accident report at the first possible chance.
- 15.2** **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 Immediate Supervisor 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.
- 15.3** **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.
- 15.4** **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 16 – DEDUCTIONS

16.1 Tax-Sheltered Annuity Deduction

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

16.2 UNITED WAY DEDUCTIONS

A. The Board of Education shall adopt the policy that United Way contributions may be deducted as follows:

1. After pledges have been made, United Way contributions may be taken out with a minimum of \$5.00 per pay.

16.3 Electronic Transfers

A. Direct deposit of paychecks to the district’s financial institution, and then to the financial institutions of the employee’s choice (bank, savings and loan, credit union etc.) will be made for each bargaining unit member. Exceptions to this may be made upon reasonable request by an employee.

16.4 OAPSE PEOPLE

A. OAPSE members wishing to contribute voluntarily to PEOPLE shall have the right to have said contributions payroll deducted by providing written authorization to the Treasurer’s Office.

ARTICLE XVII

CLASSIFICATION SERIES

TRANSPORTATION CLASSIFICATION SERIES

MECHANIC

- A. Head Mechanic
- B. Mechanic
- C. Assistant Mechanic

DRIVERS

- A. Bus Driver

Monitors

- A. Monitors

ARTICLE XVIII

TERM OF CONTRACT

The articles of this contract shall become effective 12:01 a.m., August 1, 2017 and shall remain in full force and effective until 11:59 p.m. July 31, 2020.

This agreement is made and entered into at Springfield Township, Ohio, on this 20th day of June 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,
LOCAL #530

SPRINGFIELD LOCAL BOARD
OF EDUCATION

By: Melinda Danielson
President #530

By: Glen C. Waldner
Board President

By: Nanette Johnson
OAPSE

By: Charles Sincere
Superintendent

By: Jeri Cruser
Team Member

By: CA P
Treasurer

By: Carla L. Bumbalough
Team Member

By: Art Bonoff
Business Manager

By: Dwight Jones
Team Member

By: _____
Team Member

By: _____
Team Member

**MEDICAL MUTUAL
SuperMed Plus**

APPENDIX 1

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.

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- * 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 • emergency palliative treatments 	<p>0% of the Usual, Customary and Reasonable Amount</p> <p>No deductible is required for these services</p>

<ul style="list-style-type: none"> • 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.

Appendix 5

4167.06 Right to refuse to work under unsafe 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.

Effective Date: 07-01-2000; 06-21-2005

**SPRINGFIELD LOCAL SCHOOLS
SALARY SCHEDULE - BUS DRIVER**

YEARS OF SERVICE	INDEX	1-Aug-17 + 3.0%	1-Aug-18 + 2.75%	1-Aug-19 + 3.0%
0	1.00	15.57	16.00	16.48
1	1.054	16.41	16.86	17.37
2	1.054	16.41	16.86	17.37
3	1.112	17.31	17.79	18.33
4	1.112	17.31	17.79	18.33
5	1.112	17.31	17.79	18.33
6	1.173	18.26	18.77	19.33
7	1.173	18.26	18.77	19.33
8	1.173	18.26	18.77	19.33
9	1.220	19.00	19.52	20.11
10	1.220	19.00	19.52	20.11
11	1.220	19.00	19.52	20.11
12	1.275	19.85	20.40	21.01
13	1.275	19.85	20.40	21.01
14	1.275	19.85	20.40	21.01
15	1.310	20.40	20.96	21.59
20	1.350	21.02	21.60	22.25

**SPRINGFIELD LOCAL SCHOOLS
SALARY SCHEDULE - BUS MONITOR AND MECHANICS**

MONITOR

YEARS OF SERVICE	INDEX	1-Aug-17	1-Aug-18	1-Aug-19
		\$0.50 + 3.0%	+ 2.75%	+ 3.0%
0	1.00	13.09	13.45	13.85
1	1.00	13.09	13.45	13.85
2	1.00	13.09	13.45	13.85
3	1.052	13.77	14.15	14.57
4	1.052	13.77	14.15	14.57
5	1.102	14.43	14.82	15.26
6	1.102	14.43	14.82	15.26

HEAD MECHANICS

YEARS OF SERVICE	INDEX	1-July-17	1-July-18	1-July-19
		\$1 + 3.0%	+ 2.75%	+ 3.0%
0	1.00	19.48	20.02	20.62
1	1.050	20.45	21.02	21.65
2	1.050	20.45	21.02	21.65
3	1.102	21.47	22.06	22.72
4	1.102	21.47	22.06	22.72
5	1.102	21.47	22.06	22.72
6	1.157	22.54	23.16	23.86
Mechanics				
YEARS OF SERVICE	INDEX	1-July-17	1-July-18	1-July-19
		\$1 + 3.0%	+ 2.75%	+ 3.0%
0	1.00	17.74	18.23	18.78
1	1.050	18.63	19.14	19.72
2	1.050	18.63	19.14	19.72
3	1.102	19.55	20.09	20.70
Assistant Mech.		1-July-17	1-July-18	1-July-19
		+ 3.0%	+ 2.75%	+ 3.0%
	1.00	13.79	14.17	14.60

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.

Extra Trip/Work: Any work that is not an employee's regular contracted work

Field Trip: A bus trip that is not a regular route to and from school

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.

Immediate Supervisor: Business Manger

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.

Owed trip: A trip that takes the place of a trip that was assigned, then cancelled.

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.

Rebid: Routes that are placed up for bid due to a thirty (30) minute change in time

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.