



12-13-2019
1438-02
19-MED-03-0268
38652

AGREEMENT BETWEEN

THE

SPRINGFIELD LOCAL BOARD OF EDUCATION

AND THE

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL 478

(July 1, 2019 - June 30, 2022)

TABLE OF CONTENTS

ARTICLE 1 – TERMS	1
ARTICLE 2 – RECOGNITION	1-2
ARTICLE 3 – PRINCIPLES	2
ARTICLE 4 – MANAGEMENT RIGHTS	2
ARTICLE 5 – MUTUALLY AGREED ALTERNATIVE DISPUTE RESOLUTION PROCEDURE	2-4
ARTICLE 6 – PROVISIONS CONTRARY TO LAW	4
ARTICLE 7 – NO STRIKE, NO LOCKOUT	4-5
ARTICLE 8 – PAYROLL DEDUCTION	5-6
ARTICLE 9 – GRIEVANCE PROCEDURE	6-8
ARTICLE 10 - COMMITTEES	8-9
ARTICLE 11 – DISCIPLINE PROCEDURE	9-10
ARTICLE 12 – JOB DESCRIPTIONS	10
ARTICLE 13 – WORKERS’ COMPENSATION	10-13
ARTICLE 14 – LEAVES	13-18
ARTICLE 15 – OAPSE	18-19
ARTICLE 16 – FOOD SERVICE OPERATIONS	19-20
ARTICLE 17 – PAY	20-22
ARTICLE 18 – EMPLOYEE EVALUATION	22-23
ARTICLE 19 – MEDICAL EXAMINATIONS	23
ARTICLE 20 – LAYOFF-RECALL	23-24
ARTICLE 21 – BID PROCEDURE	24-28
ARTICLE 22 – TRANSPORTATION	28-34
ARTICLE 23 – WORK HOURS/WEEK/DAYS	34-37
ARTICLE 24 – CALAMITY DAYS	37-38
ARTICLE 25 – UNIFORM ALLOWANCE	39

ARTICLE 26 – PAID HOLIDAYS	40
ARTICLE 27 - HEALTH INSURANCE	40-43
ARTICLE 28 – ADDITIONAL TRAINING	43
ARTICLE 29 – PERSONNEL FILES	43-44
ARTICLE 30 – NONDISCRIMINATION	44
ARTICLE 31 – WAIVER CLAUSE	44
ARTICLE 32 – INVOLUNTARY TRANSFERS	44
ARTICLE 33 – SENIORITY	44-45
ARTICLE 34 – SUBCONTRACTING	45
ARTICLE 35 – SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD	46
ARTICLE 36 - TOBACCO USE	46
ARTICLE 37 - USE OF VIDEO CAMERAS IN COMMON AREAS WITHIN DISTRICT BUILDINGS	46-47
ARTICLE 38 - RETIRE/REHIRE	47
ARTICLE 39 - ENROLLMENT OF OAPSE MEMBERS' CHILDREN	48
ARTICLE 40 - SUMMER VOLUNTEER 4 DAY WORK WEEK	48-50
ARTICLE 41 – DURATION	51
PAY SCALES	52-55
<i>MEMORANDUM OF UNDERSTANDING</i>	
<i>Trade Technicians and Bus Mechanic Personnel</i>	56
<i>Assistant to the Technology Director</i>	57
GRIEVANCE FORM	58-61

MASTER AGREEMENT

This Agreement is made between the Board of Education of the Springfield Local Board of Education hereinafter referred to as the "Board" and the Ohio Association of Public School Employees ("OAPSE") and its affiliate, the Ohio Association of Public School Employees Local 478, hereinafter referred to as the "Union".

ARTICLE 1 – TERMS

The terms and conditions of the within Agreement shall become effective July 1, 2019 and shall remain in effect through and including June 30, 2022.

ARTICLE 2 – RECOGNITION

Section 1

The Board of Education of the Springfield Local Schools hereby recognizes the Ohio Association of Public School Employees on behalf of Local 478 as the sole and exclusive bargaining representative for non-teacher employees now employed or to be employed in the following described unit.

Section 2

The bargaining unit includes all full-time and regular part-time employees in the following position or classification which are regularly assigned to a work schedule.

Classification

Custodian

Maintenance

Transportation

Transportation Mechanics

Food Service

Secretary

Media

Assistants

Security/Hall Monitor

Technology

Position

Custodian, Head Custodian, Float Custodian

General Maintenance, Trade Technician,
Grounds

Bus Driver, Transportation Aide, Van Driver

Head Mechanic, Mechanic,
Service Tech.,

Managers, Other Food Service

Secretary

Clerks

Classroom Assistant,

Cafeteria

Monitor, Playground Monitor,

Delivery Person

Security/Hall Monitor

Information Technology Specialist

Section 3

For the purpose of this agreement the following are excluded from the bargaining unit:

Director of Maintenance and Custodians
Director of Transportation
Director of Food Service
Superintendent's Secretary
Assistant Superintendent's Secretary
Director of Federal Programs Secretary
Auxiliary Service Personnel
Assistant Treasurer
Payroll Clerk
Community Liaison
EMIS Coordinator
Director of Technology
Centralized Enrollment Coordinator

ARTICLE 3 – PRINCIPLES

Full-time or regular part-time non-teaching personnel have the right to join in, participate in, and assist the Union and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE 4 – MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed as the relinquishment by the Board of the obligations, responsibilities and authorities conferred upon it by the people of the State of Ohio through legislative statutes, to act in final judgment on the management of institutional affairs in the public interest. The Board retains the sole and exclusive right to manage its operations, buildings and facilities and to direct the work force. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain employees in positions, suspend, demote, discharge, remove or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or other legitimate reasons and to determine the methods, means and personnel by which the Board operations shall be conducted, to direct the schedule and location of the work or employees so that the Board may operate in the most efficient manner, subject only to the provisions of the law of the State of Ohio, and the specific terms of this Agreement. All management rights not specifically abridged by this Agreement are retained by the Board.

ARTICLE 5 – MUTUALLY AGREED ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 1

- A. Pursuant to Section 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which

supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.

- B. The duty of bargaining between the Board and the Union shall be limited to matters of wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining Agreement. The obligation to bargain does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.
- C. Each team shall have a spokesperson who shall conduct negotiations on behalf of the team unless the specific team's spokesperson requests that another member of the team speak on an issue.
- D. Negotiations may be initiated by either the Union or the Board by notifying the other party in writing not earlier than one hundred twenty (120) calendar days no later than ninety (90) calendar days before the expiration of this Agreement.
- E. Within fifteen (15) days of a written request to do so, the parties shall meet and submit full proposals in writing. No additional items may be added to future meetings without consent.
- F. The Board or the Union, upon specific written request from the other, shall furnish information in existing form within a reasonable time from the request that reasonably may be expected to assist the requesting party in making a proposal, a counter proposal or a response to a proposal which is a mandatory subject of bargaining.
- G. While negotiations are in progress the following are in effect:
 - 1. Caucus – The chairman of either group may recess his group for independent caucus of reasonable duration at any time.
 - 2. Protocol – No action to coerce, or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
 - 3. Item Agreement – As negotiation items receive tentative agreement, they shall be reduced in writing, dated and initialed by each party.
 - 4. Schedule of Meeting – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.
 - 5. When a complete Agreement is reached, each party's representatives shall recommend the adoption of such Agreement to the appropriate bodies. When approved by the Union and the Board, the Agreement shall be a binding Collective Bargaining Agreement and shall supersede any conflicting Board policy, rule or regulation. If any specific provision of this Agreement is invalidated by a court or other tribunal of competent jurisdiction or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement.

6. If tentative agreement is not reached on all issues, either party may declare a bargaining impasse. Within five (5) days of declaration of impasse, a minimum of one (1) meeting must be held to identify these unresolved issues. Either party may contact the Federal Mediation and Conciliation Service (FMCS) and request the assistance of a mediator.

Mediation, as described herein, constitutes the parties' dispute resolution.

7. Nothing in this Article shall be read to prohibit the Union after mediation efforts have been exhausted and, after ten days written notice, from exercising its rights pursuant to O.R.C. 4117.14(D)(1).
8. "Days" when used in this Article means calendar days.
9. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) copy by the Union.

Within thirty (30) days after the execution of this contract, the Board of Education shall publish the Agreement on its website where it will be available to all employees and will be publicly available in electronic format.

ARTICLE 6 – PROVISIONS CONTRARY TO LAW

This Agreement is subject in all respects to the laws of the United States and the State of Ohio with respect to the powers, rights, duties and obligations of the Board, the Union and employees in the bargaining unit and, in the event that any of the terms or conditions of this Agreement be declared invalid or unenforceable by any federal or state court of competent jurisdiction or by any Federal or State government agency having jurisdiction over the subject matter of this Agreement, the remaining terms and conditions of this Agreement shall not be affected thereby, but shall remain in force and effect.

The parties agree that should any section for this Agreement be declared invalid or unenforceable, representatives of the Union and the Board shall meet on proposed new language relating directly to the subject matter of the provision declared invalid or unenforceable and such meetings shall be held in accordance with Article 7 of the Agreement.

ARTICLE 7 – NO STRIKE, NO LOCKOUT

Section 1

No employee shall authorize, instigate, condone or engage in any work stoppage, strike, "sick out" or slowdown of any kind whatsoever in the performance of his/her assigned duties or those of his/her fellow employees. Any employee violating the provisions of this paragraph may be discharged or disciplined.

Section 2

The Board shall not "lock out" members of the bargaining unit. A "lock-out" is defined as a refusal to permit employees to work for the purpose of forcing the Union to accept a contract modification.

ARTICLE 8 – PAYROLL DEDUCTION

Section 1

The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, and remit the same to the Union's State Treasurer in a lump sum monthly or by pay period, together with a list showing the names of the employees and the amount deducted.

Section 2

Union dues and fair share fees shall be deducted in twenty (20) equal and consecutive bi-weekly installments for all employees regardless of length of work year. The first installment shall be made from the first full-pay period following the start of each school year.

Section 3

Enrollment for dues deduction shall be made upon the submission of a signed statement of authorization by September 15 to the School District Treasurer by the Union. Dues deduction authorization may be revoked by an employee per dues membership application. Written notice of revocation shall be executed and served upon the School District Treasurer and the Treasurer of the State Union. Dues deduction authorizations not revoked during the above-mentioned period may not thereafter be revocable and shall continue for successive periods for one (1) year.

Section 4

In cases where there are not sufficient earnings to cover authorized deductions, the following priorities will be followed:

- A. All deductions required by law
- B. Hospitalization and Insurance
- C. Union dues
- D. Credit Union
- E. Annuities
- F. Local Dues – one (1) time only (2nd pay period October)

Section 5

When a payroll error is made, and reported to the School District Treasurer or Payroll Clerk by the employee or the Union, every effort will be made to correct the error on or before the next payroll period.

Section 6

Provided that no fewer than five (5) employees so elect, the Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time.

The Board agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Payroll deductions for AFSCME-PEOPLE shall be made available to employees as follows:

- A. AFSCME-PEOPLE payroll deductions shall be made ten (10) times in a fiscal year for all pay plans from the same paychecks that charity payroll deductions are made as published annually in payroll schedules prepared by the Office of the Treasurer.
- B. A payroll deduction must be for a minimum of \$1.00 and in full dollar increments.
- C. The Office of the Treasurer will transmit payroll deductions by check to AFSCME-PEOPLE on a biweekly basis.
- D. Payroll deduction forms may be submitted to the Office of the Treasurer at any time. The payroll deductions will begin as soon as practical.
- E. A bargaining unit member may stop AFSCME-PEOPLE payroll deductions by requesting such in a letter to the Treasurer. Payroll deductions will be canceled as soon as practical after receipt of the letter.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 1

A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work unless requested by the supervisor. Meetings between grievant and the Union shall be conducted on non-working time. Grievances shall be subject to the grievance procedure set forth below:

Section 2 – Informal

An attempt will be made to resolve any grievance in informal, verbal discussion between affected employee(s) who may be accompanied by the Union President or designee and the immediate supervisor or appropriate designated person within five (5) working days of the time a grievance arises or knowledge of a grievance. The immediate supervisor or appropriate designated person will render a written decision on the grievance within three (3) working days of this informal discussion.

Section 2 – Step 1 Formal

If not resolved at the informal level, within ten (10) working days of the informal meeting, the employee or the Union will present the grievance in writing to his supervisor or the appropriate designated person. Within three (3) working days after presentation of the grievance, the supervisor or designated representative shall give his answer in writing to the employee or the Union.

Section 2 – Step 2

If the grievance is not resolved in Step 1, the employee or the Union may within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent or designated representative the answer at

Step 1 with the original grievance statement. The Superintendent or his designated representative shall give the employee or the Union an answer in writing no later than five (5) working days after the receipt of the written grievance.

Section 2 – Step-3

If a satisfactory disposition of the grievance regarding an alleged violation of this Agreement is not made as a result of the procedure provided in Step 2, the grievance shall be referred with prior notice to the Superintendent no later than five (5) working days after receipt of the Superintendent's written decision for expedited mediation (FMCS). If unresolved at mediation the Union may appeal within fifteen (15) working days from the date of mediation meeting by filing a notice with the "Statement of Grievance" attached thereto with the Federal Mediation and Conciliation Service and Superintendent and a copy of the notice served on the Administration's Representative asking to provide a panel of nine (9) arbitrators.

Each of the two (2) parties will alternately strike one (1) name at a time from the panel until one (1) will remain. The remaining name will be the arbitrator. However, either party, before striking any name, will have the right to reject one (1) panel of arbitrators. The party filing shall strike first.

The arbitrator will be notified of his/her selection by a joint letter from the Union and Board requesting that he/she set a time and place for the hearing, subject to the approval of the Union and Board representative.

Section 3 – Grievance Forms

- A. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement. Such forms must provide for naming of the alleged violation and shall state the contention of the employee or the Union, and shall indicate the relief requested.
- B. Any grievance not advanced to the next step (including informal) by the employee or the union within the time limit in the step (including informal), shall be deemed resolved by the Administration's last answer.
- C. If the appropriate Administrator fails to respond to a grievance within the time period stated at the Informal Step, Step 1, Step 2, or Step 3, the grievant, in the case of the Informal Step, Step 1 or Step 2, or the Union, in the case of Step 3, may elect to advance the grievance to the next step by giving written notice to the respective Administrator.
- D. Time limits shall be strictly adhered to and may be extended by the Administration and the Union in writing; then the new date shall prevail.
- E. The agreed to grievance form shall be made available to the employee requesting such, either through the Supervisor/Building Administrator or the Union Representative.

Section 4 – Power of the Arbitrator

- A. It shall be the function of the Arbitrator and he/she shall be empowered except as his/her powers are limited below, after due hearing to make a decision in case of alleged violation of this Agreement.

- B. He/She shall have no power or authority to add to, subtract from, disregard or, in any manner, alter this Agreement or to make any award requiring the commission or any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement- no awards will be retroactive to a date prior to the filing of a grievance.
- C. He/She shall have no power to establish salary schedules or change salary schedules or hear grievances on contract non-renewals.
- D. He/She shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management, except as they may be conditioned by this Agreement.
- E. In the event that a case is appealed to an Arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Union, with a notification to the Administration without decision or recommendation on its merits.
- F. There shall be no appeal from an Arbitrator's decision if within the scope of his/her authority as set forth above except as provided under Ohio Arbitration Act. It shall be final and binding on an employee or employees involved in the grievance and the Administration and Board.
- G. Fees or expenses of the Arbitrator shall be shared equally by the Board and the Union. Any other expenses resulting from the Grievance arbitration shall be borne by the party incurring them. If both parties received a transcript of the proceedings from the hearing, the cost of attendance of the Reporter and of the preparation of the transcripts shall be shared equally. Neither party shall be responsible for the expense of witnesses, except where it is agreed that such hearing is during a witness's regular hours of employment.

ARTICLE 10 – COMMITTEES

LABOR MANAGEMENT

Section 1

The Board, or its designated representative, and the Union, or its representative agree to meet and discuss issues other than those included in this Agreement.

Section 2

Request shall be made at least ten (10) working days before a proposed meeting date; along with the request shall be attached the agenda of items to be discussed. All meetings shall be held at reasonable agreed to times and places and shall not exceed two (2) hours unless both parties agree to extend the meeting time.

SAFETY

Section 1

The Safety Committee will make available forms so that employees may report unsafe conditions. The employer will provide a safe workplace, and Union members are responsible to correct or report for correction, if necessary, unsafe conditions they are aware of.

Section 2

The Safety Committee shall consist of, but not be limited to, the Supervisor of Maintenance and a representative of Food Service, Custodial, Maintenance/Security, Secretarial and Transportation appointed by the local president.

Meetings may be requested by either party with a minimum of 2 per year to review safety forms, procedures and history and make recommendations to the Superintendent.

ARTICLE 11 – DISCIPLINE PROCEDURE

Section 1

- A. Where appropriate, the Board shall follow principles of progressive discipline. Should a supervisor deem it necessary to correct an employee, it shall be done with discretion in a private manner so as not to cause public embarrassment to the employee. No employee shall be given a disciplinary action without first being given the opportunity for a hearing with a Union representative of his/her choice. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his/her right to Union representation.
- B. All disciplinary charges must be presented to the employee and the Union in writing within ten (10) work days of the Employer's knowledge of the occurrence of the incident or offense. Such notice may be emailed or personally delivered to the employee and the Union President or Vice-President. In exceptional circumstances where information cannot be obtained in the ten (10) working day period due to circumstances beyond the control of the Employer, the Employer shall, within the time limit set forth above, the present notice to the affected employee and Union that an investigation is underway and that charges will be presented as soon as practicable. Any hearing that is required under this section shall be held as soon as practicable. Notice of disciplinary action or lack thereof will be completed in a reasonable amount of time depending upon the complexity of the allegations. If the findings of the investigation takes longer than the ten (10) work day period previously mentioned, the Employer will notify the employee and Union in ten (10) work day increments.
- C. Attendance Discipline
 - 1. The parties recognize that work attendance is a primary responsibility of all employment.
 - 2. Each incident of unauthorized and/or unreported tardiness or absence constitutes a separate disciplinary violation of purposes of progressive discipline.

3. Falsification of the reason for any absence is subject to discipline up to and including termination of employment without regard to progressive discipline.

Section 2

The look back period for disciplinary actions shall not exceed eighteen (18) months for purposes of progressive discipline.

Section 3

All disciplines are subject to the grievance procedure. Only suspensions or terminations may be advanced to final and binding arbitration under Step 4 of the grievance procedure in Article 9 of this Agreement.

Section 4

Any bargaining-unit member may attach a "letter of rebuttal" to any warnings or discipline in his/her personnel file within ten (10) days of receipt.

ARTICLE 12 – JOB DESCRIPTIONS

Section 1

The Union shall be furnished with an electronic copy, shared in Google Drive in the Employee Resources folder, of the job description of each classification covered under the terms of this Agreement.

Section 2

Prior to any change in any employee's job descriptions or work schedule covered by this Agreement, the Union shall be notified of such change and have an opportunity to discuss such change with the Administration and with the affected employee(s) prior to the effective date of such change.

ARTICLE 13 – WORKERS' COMPENSATION

Section 1

All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of or arising out of their employment.

Section 2

Any injury incurred while performing assigned responsibilities shall be reported within 24 hours to the injured employee's supervisor or other designated representative. The proper form and an application shall be filed with the Bureau of Workers' Compensation if required as soon as possible.

Section 3 **Return to Work Clause:**

- A. All employees covered under this agreement are protected under the Ohio Workers' Compensation Act in cases of injury or death incurred in the course of or arising out of their employment.

- B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application for benefits should be filed with the Bureau of Workers' Compensation. The Administration shall assist an employee in filing a Workers' Compensation claim. An injured employee shall have the option of applying for Workers' Compensation temporary total benefits or using accrued sick leave.
- C. An employee who becomes unfit or unable to perform his duties in his assigned classification due to illness shall be given a fair consideration for reclassification based upon his ability to perform if an opening is available in the classification of his capabilities.
- D. Salary Continuation

Employees remain whole in regular compensation with exclusion of accruing sick leave for a period of up to twenty-four (24) weeks for approval/BWC claims that require lost time from the job. During this period, all other BWC regulation and contract language are in place.

E. Return to Work Program

1. When the employee sustains an injury believed to be work related, he/she will report said injury to his/her immediate supervisor within 24 hours and complete all forms/procedures required by the BWC/MCO (Bureau of Workers' Compensation/Managed Care Organization).
2. If time off the regular scheduled assignment is necessary due to the allowed condition(s) in his/her claim, as certified by the treating physician, the following will take place to determine whether the employee qualifies for light duty:
 - a. Before any employee is permitted to perform light duty work in any classification due to industrial injury, the employee will be required to undergo a physical exam by the District's occupational physician. In addition, this occupational physician will evaluate all job descriptions to determine which classification would be appropriate for the injured employee.
 - b. The employee and management will work collaboratively in this temporary reassignment and in finding a light duty position for which the employee is otherwise qualified. Before the light duty assignment becomes effective, the Superintendent will review the assignment with the Local President or designee and the employee. An employee may move from one temporary reassignment to another temporary reassignment as their medical condition improves, and they are able to perform other duties not previously approved, as certified by the District's occupational physician. This option may give the employee a more progressive avenue for rehabilitation.
 - c. While the employee is assigned to another classification the procedures under Article 25 will not govern the filling of the employee's regular assignment.

- d. The employee, once placed into the light duty job, will be expected to perform the job responsibilities as if it were his/her regular position. If the employee is unsuccessful in performing those responsibilities, the employee, Local President or designee, and management will continue to collaborate to find an appropriate light duty position for which the employee is qualified.
 - e. Employees will be paid at their regular wages while in the temporary assignment of another classification.
 - f. The employee will remain in this position until he/she is released by an occupational physician or does not meet the responsibilities as stated in "d" of this section.
- 3. All parties recognize their responsibilities with respect to seniority, and understand that this temporary assignment to another classification does not constitute a vacancy or regular position and does not give the employee seniority in that classification. However, system seniority and seniority in the employee's regular department/classification will be maintained.
 - 4. Seeing that this "Return to Work" program is related directly to BWC claims, all regulations/policies and procedures of the BWC will be followed. Neither the Board nor the employee waives any rights or obligations under the Workers' Compensation statutes or rules and regulations.
 - 5. At no time will the District place an employee who has received medical treatment on a task which has not been pre-approved by the occupational physician. A physician-approved job description is a "work prescription" to aid the employee to full recovery.
 - 6. Any employee who declines light duty will not be disciplined. However, the Board reserves the right to challenge the employee's rejection of light duty in accordance with the Workers' Compensation statutes, rules and regulations. Likewise, the employee reserves the right to defend his/her refusal of light duty.
 - 7. Nothing in this section is grievable under Article 9. Any disputes will be resolved through the statutory procedures under ORC Chapters 4121 and 4123 and the applicable rules and regulations.

Section 4

Any employee who is receiving Workers' Compensation shall also be entitled to his/her earned vacation pay while receiving Workers' Compensation or upon returning to work, whichever is preferred by the employee.

Section 5

By mutual agreement between the Union and the Superintendent, an employee may receive a temporary lateral transfer in his/her classification and department, to the job site of the employee receiving Workers' Compensation, until such employee returns back to work or his/her position is put up for bid under the terms of this Agreement, before a substitute is hired to fill the position only if there is a pay benefit to the employee.

ARTICLE 14 – LEAVES

PERSONAL

Section 1

Each employee shall be entitled to the use of three (3) days on a non-cumulative basis per school year. Employees hired after the start of the academic year will earn one (1) personal day for each full trimester remaining and any trimester for which they have worked more than 50%. All requests for personal leave must be entered and submitted electronically to the Superintendent, or his/her designee, at least 72 hours in advance of the leave, if possible. The employee requesting such leave shall be notified of the approval or disapproval 24 hours after date of request, if at all possible. The employee shall be responsible for entering approved personal leave into electronic attendance system within 24 hours of approval, legitimate use of personal days shall not count as an "absence" for purposes of discipline unless such use is otherwise prohibited pursuant to this Article.

Section 2

No leave day, or any portion thereof, will be granted to any staff member on the day immediately prior to or following a school holiday or vacation. (Note: The Superintendent may grant an exception to this restriction if written application is made explaining the situation and where the need for the leave day before or after the holiday or vacation is due to circumstances beyond the control of the staff member.)

Bargaining unit employees, contracted less than 12 months, must submit requests for personal leave prior to May 1 for leave to be taken prior to the last contracted teacher work day. The Superintendent may grant an exception to this restriction if written application is made explaining the situation.

Section 3

This leave cannot be substituted for sick leave.

Section 4

If, at the end of the contract year, an employee has not utilized any of the personal days provided in Section 1 of this Article, they shall be eligible for payment of unused personal leave in accordance with the following:

<u>Total Contract Hours Per Day</u>	<u>Amount per day unused</u>
<u>4.0 or less</u>	<u>\$50.00</u>
<u>4.01 – 6.0</u>	<u>\$75.00</u>
<u>6.01 – 8.0</u>	<u>\$100.00</u>
<u>12-month 8.0</u>	<u>\$150.00</u>

SICK

Section 1

Each person employed by the Board shall receive up to a maximum of fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth (1-1/4) days per month up to a maximum of 240 days. 12-month employees will be permitted to accumulate up to a maximum of 260 days.

Section 2

Sick leave with pay may be used only for the following purposes:

- A. For absence of the employee due to illness, injury or exposure to contagious disease which could be communicated to other employees or school children.
- B. For absence of the employee due to illness or injury of a member of the employee's immediate family. For the purpose of this section, "immediate family" is defined as the father, mother, son, daughter, biological grandchild(ren), or spouse of an employee; and, if they reside in the home of the employee, the stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian or foster or stepparents, of the said employee.
- C. Doctor's appointments for an employee or members of immediate family.

Section 3

Any accumulated sick leave of a person separated from any other public service shall be transferable.

Section 4

All contracted employees shall be entitled to sick leave for the time actually worked at the rate of the full-time employee.

Section 5

If sick leave is taken and medical attention is/was required, the Board may request a signed physician's statement to justify the use of sick leave. For three or more consecutive days of sick leave, a physician's statement is required.

Section 6

Employees are required to log their absences in the electronic attendance system at least one (1) hour prior to their scheduled starting times. If it is less than one (1) hour prior to the start of the shift, employees must report the absence to their supervisor.

Section 7

The parties recognize that the Board will deal with improper use of sick leave through the discipline procedure. Falsification of sick leave may result in termination.

BEREAVEMENT LEAVE

Section 1

Absence from duty for up to five (5) consecutive days will be allowed because of a death and burial of an immediate member of the family and will be deducted from sick leave or personal leave if there is not sufficient sick leave.

Section 2

Absence will be allowed due to death in the immediate family of the employee, defined to mean the death of the parents, siblings, children, spouse, stepchildren, grandparents, grandchildren, step grandchildren, parents-in-law, children-in-law, sibling-in-law or step-parents of the said employee.

Section 3

Additional days of absence due to a death in the immediate family may be granted by the Superintendent or his/her designee in extenuating circumstances and will be deducted from sick leave or personal leave if there is not sufficient sick leave.

Section 4

In case of the death and burial of less immediate family, absence will be allowed for one (1) day. In extenuating circumstances, the Superintendent or his/her designee may grant additional days which shall be counted as personal day(s), if available.

PAYMENT OF UNUSED SICK LEAVE

Section 1

Employees with less than ten (10) years of service with the Springfield Local Schools will receive payment for unused sick leave at the date of retirement at the rate of one-quarter (1/4) of the total accumulated sick leave days at the current base salary up to a maximum of 35 days.

Section 2

Employees with ten (10) or more years in service in the Springfield Local Schools, who have accumulated sick leave at the date of retirement, shall, at that time, receive the equivalent of thirty percent (30%) of the total accumulated sick leave days at the current base salary up to a maximum of seventy-two (72) days.

Section 3

Retirement is defined as when an employee leaves the Springfield Local Schools and is eligible to receive benefits from the Public School Employees Retirement System based on contributions to the retirement system and those of the Board of Education.

Section 4

Payment under this article of \$1,000 or more shall be made to the employee in one lump sum to a Board of Education approved accumulated benefits plan. Payments under \$1,000 shall be made directly to the employee. Payments to the plan or the employee shall be considered to eliminate all sick leave credit accrued but unused by the employee at the time of payment.

LEAVE OF ABSENCE

Upon a written request, the Board shall grant a leave of absence for a period of one (1) year where illness or other disability of the employee or a member of the immediate family is the reason for the request. The written request shall include the reason for the leave, the date on which the leave is to commence and the intended date of return for service. Upon the employee's written request, the Board may consider extending the leave of an additional one (1) year.

Employee is to notify the Superintendent 60 days prior to the end of the leave of his/her intent not to or to return to work for the following year.

At the completion of the leave, an employee can return to duty by presenting a physician's statement, when applicable, indicating the employee's ability to perform normal duties. Upon return to duty, the employee shall return to the same contract status which was held prior to the leave.

FAMILY MEDICAL LEAVE ACT

The Family Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Medical Leave Act. Only to the extent that the Family Medical Leave Act mandates leave rights and benefits beyond those provided in this Agreement, those incremental leave of absence rights and benefits shall be accorded to employees eligible therefore under the Act and regulations issued pursuant to it. (See Board Policy 4430.01..

ASSAULT LEAVE

Section 1

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to cover staff members absent due to any physical disability resulting from an assault under the following conditions:

- A. Any staff member who must be absent from his/her duties due to physical disability resulting from an assault by a student, an intruder on school property, or school related activities, on or off school premises, before, during or after school hours, will be paid his/her full scheduled compensation during his/her period of disability. If permanently disabled, the staff member must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision shall be termed "assault leave", and shall not exceed twenty (20) days.
- B. Before assault leave can be approved, the staff member (if physically able) shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location and time of the assault, names and addresses of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the staff member shall furnish to the Superintendent a statement of the nature of the disability and its probable duration which has been signed by a licensed physician.

- C. Falsification of either the written, signed statement of events or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or termination of employment.
- D. Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the staff member or leave granted under regulations adopted by the Board, pursuant to 3319.18 R.C., or any other leave to which the staff member is entitled. Covered staff members will receive their full scheduled compensation under assault leave benefits for the period of disability not to exceed twenty (20) days less any amounts received by the staff member as compensation under the Workers' Compensation Act of Ohio for Disability payments during the aforesaid period.
- E. No payment shall be made or required for any period which the staff member elects to take sick leave; however, the staff member may also use sick leave after assault leave has been exhausted.
- F. Nothing in this Article shall prohibit the staff member's rights for all benefits of every kind, nature and description prescribed by law (medical, partial and permanent benefits) exclusive of assignment as described in paragraph D above.
- G. Payment of assault leave shall be at the regular rate of pay at the time of the assault, plus any adjustments granted, if the staff member had been in regular service.
- H. Payments shall be discontinued in the event that the staff member begins to receive retirement benefits under the School Employees Retirement System. In all other respects not covered by this section, the provisions of 3319.143 R.C. shall apply.
- I. Nothing in this section shall be construed to cover injuries resulting from instances of negligence alone.

VACATION LEAVE

Section 1

All Bargaining Unit employees who work a twelve (12) month contract and have completed their first year shall receive two (2) weeks vacation for the first seven (7) years. After seven (7) years and through fifteen (15) years, they shall receive three (3) weeks vacation. After the completion of fifteen (15) years and on, they shall receive four (4) weeks vacation. After the completion of 25 years and on, they shall receive five weeks vacation.

Vacation requests must be submitted via electronic attendance system to Supervisors at least five (5) working days and will be approved on a seniority basis for department coverage. Vacations will not be approved the first ten (10) working days prior to the students' first school day, unless otherwise approved by the Supervisor. Vacations will not be approved the last ten (10) working days prior to the students' last school day, unless otherwise approved by the Supervisor.

Up to ten days of vacation use may be scheduled during the school year with approval of the Supervisor. Denial of vacation requests may be appealed to the superintendent. Employees may accrue up to three (3) years accrual of vacation time.

Vacation will be accrued as follows:

10 days vacation	.83 days per month
15 days vacation	1.25 days per month
20 days vacation	1.67 days per month
25 days vacation	2.083 days per month

For 12 month employees, time worked during Calamity Days will roll to Vacation Days up to 5 day maximum for Calamity Leave accumulation. The 12 month employee will receive a payout for the time worked during Calamity Days above the employees' maximum accumulation of time worked during Calamity Days.

Section 2 – Twelve Month Employees First Year Proration

Twelve Month employees (whose first day of employment began after July 1) shall earn the following vacation from their date of hire to the following June 30th:

July	10 days	January	4 days
August	9 days	February	3 days
September	8 days	March	2 days
October	7 days	April	1 day
November	6 days	May	1 day
December	5 days		

ARTICLE 15 – OAPSE

OAPSE LEAVE

The Board shall authorize a pool of up to 20 days with pay per fiscal year for use by members of the bargaining unit who are elected to represent the Union or who are chosen to represent the Union in any official capacity for Union business. Such leaves will be granted upon written application from the President of the Local made not less than five (5) working days in advance to the Superintendent.

The parties recognize that jeopardy to the orderly and efficient operation of the school system due to employee absence for other reasons such as illness, personal leave and/or vacation, may result in leave under the provision being denied. Leave requested from this pool of days to attend the OAPSE annual convention and district meeting shall be granted.

Additionally, if requested by the President of the Local, employees may be granted leave with pay for Union business provided the Union reimburse the Board for employee's wages and such absence does not interfere with the efficient operation of any department or working unit.

No more than two members from the same primary employment contract classification shall be permitted to participate in the same days of leave under this Article. Such request must be submitted in writing no less

than five (5) working days in advance to the Superintendent. It is anticipated by the parties that these requests would generally be reserved for special circumstances.

OAPSE WORKSHOPS

Departmental workshops will be held on one (1) of the teacher in-service days with employees to be paid their regular hourly rate for time in attendance up to their contracted hours for that day.

If OAPSE Day falls on a day when students are in session, only OAPSE officers will be eligible to attend. (P, VP, S, T).

If OAPSE Day falls on a day when students are not in attendance, the district agrees to support any OAPSE members who wish to attend by payment for hours in attendance up to their contracted hours at their regular rate of pay. OAPSE members who are scheduled to work that day have the option to work their regular shift or attend the OAPSE meeting.

Members must show evidence of attendance and time in and out to receive pay for this day.

ARTICLE 16 – FOOD SERVICE OPERATIONS

Section 1

Food Service Director will designate kitchen staff who will be responsible for daily mopping of floors, sweeping of floors, washing walls and hood cleaning as needed. Including and not limited to daily cleaning. Custodian may be used if needed during lunch.

Section 2

High school and middle school food service managers shall be scheduled for 8 hours per day, up to forty hours per week. All food service personnel shall work their contracted hours per day. If a problem occurs, the manager must report immediately to the Food Service Director the situation for a decision and authorization for additional time.

Section 3

Up to three (3) hours a month may be assigned to the Food Service managers for completing the monthly inventory. A six (6) hour employee per building may be assigned to work up to two (2) hours per month to assist with the inventory on a rotating basis. Additional time may be assigned for food service operations if determined necessary by the Food Service Director. All inventory forms shall include the quantities and prices of each item listed. These additional hours will be paid at the regular rate of pay.

Section 5

Except as provided in Section 4, overtime will be governed by Article 29.

Section 6

Food or beverage products that are not documented as purchased will not be taken off premises at any time.

Section 7

With prior written approval of the Food Service Supervisor, personnel may have two (2) days to open and one (1) day to close the kitchens at the elementary, and up to two (2) days to close the kitchens for the middle school and high school kitchens.

Section 8

When filling short hour (less than four hours) positions in Food Service, the maximum number of bargaining unit members allowed to hold a secondary position are as follows:

High School – 3
Middle School – 3
Each Elementary – 1

Section 9

All six or greater hour employees are required to complete a 3 hour Lucas County food safety training or equivalent at the Board's expense during the life of the contract.

Section 10

Food Service Personnel, who turn in a current School Nutrition Association Certification card to the Supervisor of Food Service by May 15th of each year, will receive \$100 in their next pay period.

ARTICLE 17 – PAY

CLASSIFICATION PAY

The Board agrees that if any employee is requested to and does perform work that normally is performed by an employee holding a higher classification that starting on the first day, such employee shall receive no less than the rate of pay of the higher classified employee at the replacement employee's experience level.

CALL-IN – CALL-BACK

If an employee is called in to work on a day off, or is called back to work after leaving work, the employee shall be guaranteed at least two (2) hours of pay or work at the appropriate rate of pay. The appropriate rate of pay will be straight time until the daily hours exceed eight (8), when the rate shall be time and one-half. All work performed on Saturdays, Sundays and holidays will be paid at the rate of time and one-half.

For Food Service employees, if the employee is called back for outside activity, the appropriate rate will be time and one-half without regard to the eight (8) hour day.

TRAVEL ALLOWANCE

Employees required to use private transportation to perform their assigned duties after initially reporting for work and until their last assigned work location of the day shall be paid mileage allowance at the rate allowed by the Internal Revenue Service.

OVERTIME

Section 1

All overtime shall be offered to employees by location on a rotating basis recognizing seniority using the following formula:

- A. All overtime work shall be posted five (5) days in advance, if possible. Employees shall be awarded overtime within their own job location before it is offered to an employee from another location. Volunteer lists shall be established each January 1 and June 1 for Saturday, Sunday, holiday and full-contracted shift overtime.
- B. Calls for emergency daily overtime will be made once as soon as possible and only to the phone number provided. Employees must give a yes or no at that time. No answer is considered a no. If you decline overtime in your building, you are not eligible for the same shift overtime in any other building. Such overtime out of location shall be on a rotation basis. All overtime shall be offered to qualified bargaining unit members before being offered to non-bargaining unit members before being offered to non-bargaining unit members.

Calls for unscheduled daily overtime will be made at once. If no employee elects to work overtime, the least senior employee in the classification in the building will be required to work it.

- C. All hours over eight (8) in one (1) work day shall be paid at the rate of time and one-half.
* see Article 40 – Summer voluntary 4 day work week

All hours over forty (40) in one (1) work week shall be paid at the rate of time and one-half. All work performed on Saturdays, Sundays and holidays will be at the rate of time and one-half.

- D. Maintenance overtime shall be offered to the qualified maintenance employee whom the Maintenance Director identifies as the person who customarily performs the type of work needed. If that employee is not available, then it will be offered by seniority and forced from the bottom of seniority. Alarm calls by Security Company are excluded.

Section 2

There shall be no pyramiding of overtime and/or premium pay whatsoever under this Agreement. No employee shall receive pay more than once for the same worked time.

SHIFT PAY

Shift differential of thirty cents (\$.30) will be paid to employees who begin work at 1:30 p.m. or later. This differential will not be paid when an employee is away from work due to illness, vacation or leave.

PAY DAYS

Section 1

When pay day falls on a holiday, the preceding day shall be pay day.

Section 2

All employees shall be paid over twenty-six (26) pay periods provided that employees working less than four (4) hours may, upon request, be paid over twenty (20) pay periods. The employee's full annual share of cost of all benefits shall be withheld during his/her contracted period of employment.

Section 3

In any fiscal year where the payroll schedule will create 27 pay periods, the schedule will be adjusted to 26 pays.

Section 4

Direct deposit payroll will be mandatory for all bargaining unit employees.

LONGEVITY

The employer agrees to recognize faithful years of uninterrupted service of the employees. After ten (10) years of service with the Springfield Local Schools, employees will receive a lump sum payment of \$200.00; after fifteen (15) years, \$250.00; after eighteen (18) years, \$300.00; after twenty (20) years, \$250.00 and after twenty-three (23) years \$400.00 at the completion of yearly contractual duties and obligations or retirement. Longevity pay will be no later than the first pay in July.

ARTICLE 18 – EMPLOYEE EVALUATION

Section 1

Employees on a one (1) or two (2) year contract(s) will be evaluated annually prior to the May regular Board meeting by their immediate supervisor. Employees on a continuing contract will be evaluated annually prior to May 1, by their immediate supervisor. The employee shall initial the evaluation upon receipt. Anyone hired after January 1 will receive a 1 year contract for the following year, and this sentence shall supersede any provisions of Ohio Revised Code Section 3319.081 which are inconsistent with it.

Section 2

The evaluation must be available for review by the employee who shall also receive a copy.

Section 3

An employee may submit a written rebuttal to be attached to any evaluation form, if the employee believes comments are warranted.

Section 4

Any employee can request an appointment to see and will be permitted to examine his/her personnel file in the presence of the Superintendent or Superintendent's designee and, if the employee requests, a representative so long as the employee does not remove any article from the file.

ARTICLE 19 – MEDICAL EXAMINATIONS

The Board agrees that if any employee is required to have a medical examination, the Board will select the doctor(s) and will pay the full cost of such examination.

ARTICLE 20 – LAYOFF-RECALL

- A. If the Employer determines that a reduction is advisable in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.
- B. The number of people affected by reduction in force will be kept to a minimum using attrition if in the Employer's determination that is practical.
- C. Whenever it becomes necessary to layoff employees for the reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined (for purposes of this article) as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the first day worked in the present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the cases of identical seniority, the Employer and the Union shall meet to flip a coin as a means of deciding which employee shall be laid off first.
- D. The Board of Education shall determine in which classification the layoffs occur and the number of employees to be laid off in that classification. If any employees are to be reassigned due to a layoff, transfers shall be kept to a minimum and seniority shall be followed. The only exception to seniority shall be if some special skill is clearly required.
- E. An employee who is laid off due to reduction in force shall, during the five (5) days prior to the effective date of layoff, review the seniority listing and the list of those job openings within his/her own classification for which he/she is qualified. The employee shall have the option to bump per the regular layoff procedure by seniority within that classification from which the reduction in force occurs. If unable to bump within the employee's current classification the employee may displace a less senior employee where he/she has more classification seniority and is qualified provided that the employee worked in the previous classification in the past ten (10) years bumping shall only be permitted to a position that is equal to or less in length of contract, hours or pay.

All employees within the classification in which the reduction in force occurs who have less seniority in that classification than the highest displaced person shall be notified of a designated bump meeting date, and all bumping as a result of the reduction in force shall be done at this bump meeting on this one day.

All employees so affected shall be furnished a seniority list for that classification and a preference sheet on which he/she shall list up to three (3) choices for reassignment, if that many choices are available, in order of preference. This preference shall enable a Union representative to act on behalf of the displaced employee(s) if he/she is unable to attend the bumping meeting. If all three (3) preferences are exhausted and the employee is absent from the bump meeting, his/her Union representative shall make the choice for him/her.

The affected employee(s) has the responsibility to complete and submit the preference sheet to the Assistant Superintendent prior to the bump meeting and to either represent his/her own interests during that bumping meeting or to notify, in writing, the Union representative that he/she should be properly represented by the Union at the bump meeting.

The employee(s) displaced by either the reduction in force or by the bumping process which results from the same may either accept or decline reassignment at this bump meeting. However, refusal to accept reassignment by the procedures outlined in this section shall place that employee at the bottom of the reassignment listing.

The person bumped into another position shall work the number of hours assigned to that position and shall receive the hourly wage scheduled for that position at the entry level.

- F. For the classifications in which the layoff occurs, the Employer shall prepare a reinstatement list and name all employees in order of seniority. Reinstatement shall be made from this list before any new employees are hired in that classification.

No employee on recall shall be offered a vacant position with the Employer until currently employed employees within that classification have exhausted their right to bid on a vacancy.

- G. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period. A notice of reinstatement shall be made by certified mail, and such employee shall retain all previous accumulated seniority. If any employee is offered another position within the same classification in which the layoff occurred and refuses the position, the employee would be taken off the reinstatement list.

ARTICLE 21 – BID PROCEDURE

Section 1

When a permanent vacancy occurs, the vacancy will be posted using the Notice of Classified Vacancy form and electronic posting system, unless the Board chooses not to fill the vacancy.

If there is a change in the hours of a position by more than twenty per cent (20%), it will be offered to the person in the position with notification to the union. If the person in the position turns it down, the position will be posted. Each permanent vacancy resulting from an opening in an existing position, newly-created position, a bus route being altered by more than twenty-three (23) minutes (in the case of Driver/Transportation Aides), or a change of hours by more than twenty per cent (20%), (in the case of classifications other than

Driver/Transportation Aides) shall be advertised for bid by posting a Notice of Classified Vacancy form within ten (10) working days from the time it is decided to fill the position, in each school work/sign-in location, the Administration Building, and the Business Office. Each posted position shall remain posted for five (5) working days.

The playground monitor and cafeteria monitor positions shall not be submitted for bid unless a vacancy occurs.

When applying for a vacant or new position, employees shall sign the first line of a Notice of Classified Vacancy form and submit it to the Assistant Superintendent. Every employee who signs the first line becomes eligible for the posted position. If an employee signs the first line on the bid and receives the offer, the employee is required to accept or decline at the time of the offer of the position and the decision is final. The employee from within classification that meets qualification requirements with the highest classification seniority will be awarded the position.

The second line on the Notice of Classified Vacancy form is for employees who are not interested in the posted position, but in a position that might become vacant within the same classification of the original posting as a result of the filing of the original posting. The second line will be used only to fill vacancies within classification (e.g. secretary bids on and gets a vacant secretarial position, thus creating another secretarial vacancy). If an employee signs the second line and is offered the position, the employee has no more than 24 hours to respond.

Vacancies that arise outside the classification of the original posting will be posted, (e.g. a food service employee bids on a custodial position, thus creating an opening in food service.) Qualified employees will be considered before a new hire.

Section 2

All postings shall include the title of the position, how many months the position is for, hours, rate of pay, location, qualifications and essential functions, and a general description of the specifications required to qualify.

Any posting of a position excluded from the bargaining unit shall be done out of courtesy to the employees and not subject to the requirements for covered positions.

During summer recess, copies of vacancies shall be mailed to the Union President and posted in the Administration Building and on the Springfield Job Line.

To be considered for a position, an employee shall apply in writing using the Notice of Classified Vacancy bid form or automated application system.

Section 3

District Seniority shall be defined as an employee's total continuous service after issuance of a contract.

In addition to district seniority as defined in this Agreement, employees will accrue Classification Seniority which shall be based upon total continuous service in a particular classification.

In filling positions through the bid procedure, seniority and qualifications shall be prime factors in the selection of employees. Qualification for a change in classification will be determined by testing. Employees input for testing elements will be considered. The employee that meets the requirements with the highest seniority shall be selected to fill the vacancy, except for the following secretary positions: Secretary to the Director of Transportation, High School Guidance Secretaries, who shall be selected by the Superintendent. Classification seniority will be of higher consideration over total seniority and shall be the primary factor in the selection of an employee to fill positions within a classification. If an employee works in two (2) classifications, seniority will be based on the classification in which the majority of the time is worked.

DISTRICT SENIORITY

"Seniority" shall mean length of continuous service in the district, shall begin with the first date the employee reported for duty in the district, and shall include all time on sick leave, all the time on Board-approved leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all the time during which the employee's contract has been suspended if the employee is reinstated.

1. Seniority shall be lost when an employee resigns or voluntarily retires.
2. If two or more employees have the same length of continuous service in the district, seniority shall be determined by:
 - a. The date of the Board meeting at which the employee was hired, and then by
 - b. The date the employee signed the initial limited contract in the district.
 - c. If any ties remain after a and b, it shall be broken by a single drawing of numbers with the lowest number being the winner.

CLASSIFICATION SENIORITY

"Classification Seniority" shall mean length of continuous service within a specific classification(s), shall begin with the first date the employee reported for duty in that classification, and shall include all time on sick leave, all the time on Board-approved leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all the time during which the employee's contract has been suspended if the employee is reinstated. Any bid or lay off classification seniority shall be applied first. Shall the issue not be resolved within classification, district seniority shall be applied

1. Classification Seniority shall be lost when an employee resigns or voluntarily retires.
2. If two or more employees have the same length of continuous service in the district, seniority shall be determined by:
 - a. The date of the Board meeting at which the employee was hired, and then by
 - b. The date the employee signed the initial limited contract in the district.

- c. If any ties remain after a and b, it shall be broken by a single drawing of numbers with the lowest number being the winner.

Section 4

Every effort will be made to fill all posted position within ten (10) working days of the closing of the posting date. Employees accepting a classification change will be required by the Board to serve up to forty (40) working days probationary period, except for bus drivers and transportation aides (see Article 26 Section 11). Employees have the right to return to their previous position during the first ten work days of this probationary period. The Board will have the right to return an employee to his/her former job within the forty (40) day probationary period.

This probationary period may be extended by the Board for up to an additional thirty (30) working days upon written notice to the employee and the union. The Board will have the right to return an employee to his/her former job within the additional thirty (30) day probationary period.

Substitutes may be used to fill posted jobs during the bid procedure. Vacant or a new position may be filled temporarily by a substitute for up to thirty (30) working days, at which time the position shall be posted. This applies to positions that the Board has not clearly decided to fill permanently.

Section 5

A change initiated by the employee within a classification for transfer can only occur once each six (6) months, unless the change would be for a position with a higher rate of pay (either hourly rate or total pay).

Section 6

Employees on sick leave or leave for Workers' Compensation who are awarded a bid must be able to report and perform the job within twenty-one (21) calendar days of the award. If they are not, the parties will meet and, based upon a physician's return to work certificate, determine whether to extend this twenty-one (21) day period.

Section 7

An employee shall lose his/her seniority when he/she resigns, fails to return from a leave of absence, is terminated for just cause, retires, becomes deceased or is laid off and not recalled in accordance with Article 33 or is recalled and refuses a recall for which there is no less senior employee on the recall list.

Section 8 Temporary Vacancy

When an employee is off work or the Board is notified that an employee will be off work for more than 30 working days and the Board determines to fill the temporary vacancy, the position will be offered to employees from within classification that meet qualification requirements. The employee with the highest classification seniority will be awarded the position. Prior to the Board securing a substitute, employees within the classification may bid on such temporary vacancy if the move provides a pay benefit, of more than twenty percent (20%) (for classifications other than Driver/Transportation Aides) or if a bus route is increased by more than twenty-three (23) minutes (for Driver/Transportation Aides). A night custodian may bid on a temporary day shift vacancy.

When the employee return to work, all employees involved in the temporary vacancy(ies) will return to their respective prior assignment(s). Application of this section will be limited to two (2) temporary vacancies in any one situation.

Section 9

Any current food service personnel worker promoted to either the high school, middle school or elementary managers positions will be placed on Step 1 of the manager's salary schedule for pay purposes.

ARTICLE 22 – TRANSPORTATION

Section 1 **Definitions**

- A. A Route refers to the driver's regular scheduled drive time. A Route is made up of any combination of segments: AM, PM, and Mid-Day. These segments transport students to and from school. Routes are established by the Board or Designee.
- B. A Transfer Route is a portion of a Route that picks ups and drops off students from home. The Routes meet at a specified location to switch students.
- C. A Shuttle is a portion of a Route that regularly transports students from a school to another school of destination.
- D. A Trip is any use of a school bus for the transportation of passengers other than on a regular Route.

Section 2 **Bidding Routes at the Opening of School**

At the beginning of the school year, all routes shall be considered vacant and they shall be up for bid using the following procedure:

- A. All transportation department employees shall receive prior to the last student school day, a notice indicating the date, time, and place for the annual route bid.
- B. Complete routes containing the bus number, the school served, AM check-in-time, the AM and PM start times, the PM check-in-time, the approximate AM and PM return times, and the total number of hours shall be posted in the Transportation Department for review by all drivers/transportation aides no later than three (3) working days prior to the annual bid date.
- C. The annual route bidding shall commence at 8:00 A.M. at a designated building where the routes for bid can be viewed by all regular drivers/transportation aides.
- D. A driver must give to the supervisor his/her completed and passed medical form, and show a valid commercial driver's license before she/he may bid on a route on bid day. If a route(s) remains open pursuant to subsection D. after bid day this route(s) will be held for 21 calendar days before the position is permanently filled.

- E. Drivers/transportation aides will bid in order of their job classification seniority and be allowed no more than ten (10) minutes to exercise their selection. If a driver/transportation aides does not make his/her selection in the allotted time, he/she shall then be allowed to bid after all drivers/transportation aides have had an initial opportunity to bid.
- F. Mid-day segments shall be bid at the same time all eligible drivers/transportation aides bid their AM and PM routes.
- G. Drivers/transportation aides who cannot be present may cause their bid to be exercised by the Local President or the President's Designee. All proxies must be in writing, dated and signed by the driver/transportation aide. A driver/transportation aide who is absent during the bidding process shall be assigned to a route or position by the President of the Union and Supervisor of Transportation and shall not have the right to redress action in the bidding process against the Union or Board.

Section 3 – Bidding for Routes at Any Time Other than at the Beginning of the School Year

Routes will not be rebid due to changes until after October 31st.

Daily vacancies on mid-day routes will be assigned on a rotation based on the employee's classification seniority. Relief drivers will keep the route so long as the regular driver is off, except in the case of long term vacancies (i.e. 30 days or longer).

Transportation Aides and then Drivers shall be considered first when filling mid-day aide positions. Available drivers who have the required training shall be used on a rotational basis by seniority at the entry aide rate of pay prior to the use of a substitute in order to fill a vacancy of an aide when other aides are unavailable providing it will not result in overtime.

Section 4 – Trips/Field Trips

FIELD TRIP ASSIGNMENT

- A. Upon submission to the Transportation Department the supervisor or designee will date each trip.
- B. On Tuesday of each week by noon, the Union rep. will receive all trips for the following week (Monday through Sunday).

The Supervisor and Union rep. will categorize all trips and post the trips and applicable rotation list for review with the understanding that drivers may only bid on eligible trips. Trips will be categorized and rotational lists will be established according to the following:

1. AM Trips – trips that depart 5:00 AM thru 1:59 PM Monday thru Friday. (Subs will be included at the bottom of the list).
2. PM Trips – trips that depart between 4:15 PM and 4:59 AM Monday thru Friday.
3. Special Trips – trips that depart between 2:00 PM and 4:14 PM Monday thru Friday.

4. Saturday/Sunday/holiday Trips during the 180 student days school year.
 5. Emergency trips are trips requested with 24 hours or less notice.
- C. All trips shall be on a rotation based on the employee's classification seniority. Wherever the last bidding stopped will mark the start of the new bidding. If a driver is inadvertently missed, (s)he shall be entitled to the next available trip for which (s)he is eligible.

Driver/transportation aides will be allowed to bid on eligible trips. Bidding shall be conducted by indicating yes or no opposite the employee's name on the posting. Any employee who has not indicated yes or no by 2 PM Wednesday shall be considered a "no". All bids must be personally signed. No employee on leave may bid for a trip.

A driver will not be allowed to bid on a trip if it meets any of the following conditions:

Trips may not interfere with an employee's contract. Exception: Drivers may bid on a trip if the pickup time for such trip would occur prior to his/her ending contract time as long as the driving time of the segment has been completed. Employees will receive their regular rate of pay until their contracted time is complete; then they will be paid at field trip rate of pay. Drivers may bid on a trip that interferes with their route if the trip is scheduled to run longer than 6 hours provided there are sufficient substitute bus drivers to cover contracted routes, not to include the use of bus mechanics or transportation secretary. As a last resort bus mechanics will be used before the transportation secretary. The following order will be used for trips longer than 6 hours.

1. Contracted drivers if substitutes can cover the contracted route.
2. Bus Mechanics
3. Transportation Secretary
4. The Supervisor and Union rep will assign the trips every Thursday.
5. Eligible trips not bid by Wednesday will be returned to the Supervisor and assigned from the substitute list or forced to the least senior driver/transportation aide.
6. The acceptance or non-acceptance of trips shall be recorded on the appropriate rotation chart.
7. On trips that are rescheduled or times are changed, the driver will keep the trip only if it does not conflict with the driver's regular route.

If there is a conflict, then the driver will receive the next available trip for which the driver bids in the same rotation that does not conflict. If the driver does not take the make-up trip, it will be recorded as a non-acceptance and will be awarded off the applicable rotation.

8. Trips submitted to transportation after the Tuesday meeting between the Supervisor or designee and Union rep which must be filled before the next Tuesday and trips returned

after the Thursday assignment will be offered by them off the appropriate rotation according to trip day and/or time. Emergency trips will be offered by classification seniority rotation. One of them shall attempt to contact employees in the order of the rotation and the first employee who is contacted and accepts the trip will receive it. This trip will be considered part of the rotation.

9. Trips will be paid at the field trip rate of pay with a two (2) hour minimum.
10. A driver may pick up passengers on a trip that they did not drop off. The driver will leave to pick up the group immediately following their route segment. This is not a split trip.
11. If a trip is canceled, the driver/transportation aide will receive the next available trip in the same rotation provided s/he bids it. If a trip is canceled after the arrival for pick up, the driver/transportation aide will be paid the two (2) hour minimum and will receive the next available trip in the same rotation provided s/he bids it.
12. When a field trip is scheduled which would require the driver to be gone overnight, the following procedure will be in effect:
 - a. The driver shall be paid eight (8) hours per day or the actual time worked, whichever is greater. The driver's meals and accommodations will be paid by the sponsoring group or the Board of Education.
 - b. Driver will be paid field trip rate.
 - c. Overnight trips will be bid using the Saturday/Sunday/Holiday rotation.
13. A field trip may be split based on distance and time. Drivers who accept a split field trip will be paid at the route rate with a one (1) one hour minimum.
14. Field trips will be paid at one and one half (1 ½) times the driver's applicable (i.e. full trip – field trip rate, split trip – route pay) field trip rate of pay on Saturdays, Sundays and holidays.

Section 5 – Reporting Absence and Return to Work

A driver/transportation aide whenever possible shall report his/her intended absence to the Supervisor of Transportation or his/her designee by a time designated by the Supervisor of Transportation and log the absence to electronic attendance system.

If a driver/transportation aide cannot report his/her absence by the specified time, he/she shall speak directly to the Supervisor of Transportation or his/her designee (do not leave a message). Procedure for reporting absence will be set by Supervisor.

Section 6 – Contracted Time

A minimum of two (2) hours in the a.m. and two (2) hours in the p.m. will be guaranteed to all regular bus drivers. Drivers/transportation aides will be paid their daily route rate on short days based on the 180 day Springfield student calendar. Additional time will be paid only for a breakdown or legitimate emergency.

Any time a Driver/transportation aide is required to report over and above his/her contracted time, he/she will be paid for the additional time in quarter hour increments at the negotiated hourly rate with a minimum of eight (8) actual minutes.

Drivers/transportation aides may be required to perform other duties to fulfill their contracted time.

Section 7 – Transfer Routes

During the one hundred and eighty (180) day Springfield student calendar, whenever the Springfield Local Schools are not in session, the transfer bus routes may be combined so as to minimize route activity, affecting only the transfer drivers. The aforementioned combination and reduction of transfer routes shall be accomplished first through voluntary compliance, then proceed to seniority on a rotational basis.

Before and after the last Springfield School Student calendar day, all routes may be combined for efficiency.

Section 8 – Safety

Drivers will not be required to drive an unsafe bus.

Drivers/Transportation Aides shall keep their assigned bus clean.

Section 9 – Spare Buses

Drivers will drive any spare bus assigned to them. When a spare bus is assigned to a route because of the need for maintenance on the regularly assigned bus, the spare bus shall remain on that route until the regular assigned bus is restored to service.

Section 10 – Bus Inspection

Every driver shall conduct a pre-trip bus inspection and complete a bus inspection form before beginning his/her route or trip. Every driver shall check his/her bus at the end of every route segment. Drivers will check their bus during and after their trips.

Section 11 – Probationary Period

All new drivers/transportation aides will be required to complete a 45 work day test period. This probationary period is in place to insure that new drivers and aides perform their duties in a safe and proper manner. Drivers and aides who are unsuccessful during this 45 work-day probationary period but hold another position with school district will be allowed to continue to work in that capacity (e.g. employee can continue working in Food Service even though they no longer work in the Transportation Department.) Currently employees bidding into the Transportation Department have a right of self-termination for the first five days and may return to their previous position.

Section 12 – Combining of Routes

When there is an early dismissal of students, if it is necessary to double routes, lowest seniority drivers will double first, if practical.

Section 13 – Trainers

The employees who bid in as trainers for bus drivers must have five (5) years seniority or equivalent experience and the qualifications. A second driver, who may be the Supervisor, will be added if the need arises.

Section 14 – Mechanics' Summer Vacation

The mechanics may not take summer vacation until after bus inspection, unless approved by a supervisor.

Section 15 – Reimbursement

The Board will reimburse drivers/transportation aides for the following:

- A. Reimbursement for Class B CDL (Commercial Driver's License).
- B. The cost of training and testing as mandated by Ohio Pupil Transportation Operation and Safety Rules for School Bus Drivers and Mechanics. Reimbursement is for actual hours of training only.
- C. Advanced Training – Registration only.

Section 16 – Troublesome Routes

On known troublesome regular routes, the Union and the Supervisor of Transportation will meet to discuss the possibility of adding an aide.

Section 17 – Student Conferences

Drivers/Transportation Aides will be paid their regular hourly rate for time in attendance at student conferences when scheduled by management.

Section 18 – Vacation/Summer Trips

Vacation/Summer Trips are trips commencing during vacation periods. For vacations during the school year, trips will be posted and assigned, prior to the vacation break using the procedures defined in Article 26, Section 4. For trips during summer break, sign up will be prior to the last school day. Trips that are submitted to transportation prior to the last school day will be posted and assigned using the procedures defined in Article 26, Section 4. For vacation/summer trips submitted to transportation after the bidding period, the Supervisor or designee will assign the trip to the next available driver.

Vacation/Summer Trips will be offered to drivers by seniority on a rotational basis and paid at the regular field trip rate.

Summer Routes will be offered to drivers by seniority on a rotational basis and paid at the regular route rate. Drivers must be available the entire duration of Route.

Cleaning buses in the summer may be offered. Transportation Department employees will be paid at the field trip rate of pay of any Board employee assigned to such duties.

Section 19 – In-service Days

On paid days when students are not in attendance, transportation employees will attend in-service meetings scheduled by management in lieu of driving that day. The meetings and time will be announced at least one month in advance of the date.

Transportation employees will be paid their regularly scheduled time for the day or for their actual hours in attendance, whichever is greater.

ARTICLE 23 – WORK HOURS/WEEK/DAYS

Section 1

All employee contracts will state the number of scheduled days of work and rate of pay. Custodian(s) will not be involuntarily assigned to work alone after 10:00 p.m. A second shift worker is defined as an employee who begins work at 1:30 p.m. or after. Bid work is not an involuntary assignment.

Section 2

During the summer, winter break, and spring break, all custodial employees will be assigned to work the day shift unless a previously scheduled activity on the school calendar or with a minimum of four (4) work days notice, requires the presence of a custodian(s). Except for the Springfield School Calendar (185 days) a regular start time, not later than 7:00 a.m., will be determined by the supervisor for each period of work (i.e., summer, winter break, spring break) and will remain the same through the period unless changed by mutual agreement of the parties.

Section 3

No more than one-half ($\frac{1}{2}$) of the night custodians shall be permitted to attend Local Union chapter meetings, not to exceed 1 meeting/month and 1 hour/meeting. If activities are in that building, that area person may not attend. Completion of a custodian's work is still his/her responsibility and each area person is still responsible for securing his/her own area.

Section 4

Secretaries employed after January 10, 1980, will have established eight and one-half ($8\frac{1}{2}$) hour work day with eight (8) hours of work and one-half ($\frac{1}{2}$) hour for lunch. Twelve (12) month secretaries will work Spring and Winter vacations.

Section 5

All custodians, maintenance and mechanics employed after September 1, 1982, will have an established eight and one-half ($8\frac{1}{2}$) hour work day with eight (8) hours of work and one-half ($\frac{1}{2}$) hour for lunch. Employees who work six hours or less do not get a lunch period, and may not combine their breaks.

Section 6

The following procedures will be utilized when filling an absence of a custodian working during the Springfield Schools calendar year (185 days):

A. First Shift

1. A custodian from within the building from second shift on a rotational basis by classification seniority.
2. Float Custodian
3. A non-bargaining unit employee.
4. A custodian from an overtime rotational list comprised of custodians from the other schools by classification seniority.
5. The absence will be posted on electronic attendance system and filled by qualified bargaining unit employee (substitute) from another classification.
6. Force the least senior in the building within the classification.

B. Second Shift

1. A less than 8 hour custodian from within the building on a rotational basis by building seniority.
2. A less than 8 hour custodian from outside of the building on a rotational basis by classification seniority.
3. Float Custodian
4. A non-bargaining unit employee.
5. A day shift custodian from within the building on a rotational basis by classification seniority.
6. Custodian(s) working on second shift will be offered the extra work in increments of two (2) hours.
7. A custodian from an overtime rotational list comprised of custodians from the other schools by classification seniority.
8. The absence will be filled by a qualified bargaining unit employee (substitute) from another classification.

C. When the employer is in need of a custodian outside the 185 day school calendar, the need shall be filled in the following order: 1) custodians with a 12 month contract who work in 9 month positions; 2) other nonscheduled custodians in order of classification seniority.

D. The following 12 month positions will be maintained during the terms of the agreement:

High School – 2 day shift	2 second shift
Middle School/Holland – 2 day shift (total)	2 second shift (total)
Crissey – 1 day shift	
Dorr – 1 day shift	
Holloway – 1 day shift	
Central Office – 1 day shift	

All current employees holding a twelve month position other than those identified above will retain their 12 month positions. If a 9 or 12 month custodian bids to a different position other than she/he currently holds, his/her hours of work will be in accordance with the posted bid.

Section 7

Prior to use of substitutes or seasonal employees during the summer, custodians who work on a nine (9) month basis, and who are qualified, will be offered the opportunity for this custodial/miscellaneous labor work at the regular custodian rate of pay. This work will be offered by seniority each Friday for the following week.

When additional work becomes available during the winter break, spring break or summer beyond that elected by nine (9) month custodians, qualified employees in another classification, otherwise known as substitutes, shall be offered, in seniority order, the opportunity to work at the substitute custodian rate of pay. Volunteer lists shall be established each January 1 and June 1 for Saturday, Sunday, holiday, and full-contracted shift overtime.

Section 8

Employees that hold a primary contract will have the hours increased when another employee is absent before the employees that hold a secondary contract. In no event may work under a secondary contract interfere with the performance of the primary contract unless approved by the supervisor. Before overtime is awarded employees, they must honor their primary and secondary bids. A break of less than one quarter hour between the end of one position and the start of the next position eliminates the employee from movement unless the positions are in the same building and both positions can be fully covered.

Section 9

When the supervisor requires attendance at a meeting the employee will sign in and out at the meeting and will be paid his/her regular straight-time rate of pay for attendance. These hours cannot cause overtime.

WORK WEEK

The work week shall commence 12:00:01 am Sunday and end 12:00 Midnight Saturday.

WORKING DAYS

"Working Days," as used in this Agreement, excluding Saturdays, Sundays, Board-observed holidays and all school vacation periods, except that for twelve (12) month positions, the summer vacation is not excluded.

ARTICLE 24 – CALAMITY DAYS

Section 1

All employees shall be paid the appropriate rate of pay for all days when schools in which they are employed are closed due to an epidemic or public calamity ("calamity days").

Section 2

Whenever school(s) are closed for a calamity day the work schedule for certain classifications will be as follows:

- A. For calamity days which would not require the district's regularly-scheduled school year to be extended or otherwise adjusted to comply with the minimum instructional hours requirements of ORC 3313.48, the following apply:

Members of the bargaining unit who by reason of their assignment are required to work their regular shift when school(s) are closed, except during a level 3 emergency, are:

1. All 12 month employees
Other custodians may be called to report for first shift as needed.
2. All maintenance employees.
3. All bus mechanics.

Additional bargaining unit employees may be called into work, by classification seniority, if deemed necessary. Employees required to work who are absent shall not be paid unless due to reasons eligible for sick leave, personal leave, vacation leave, or other paid leave of absence pursuant to this Agreement.

Any employee who performs work on such day shall receive, in addition to his or her regular hourly rate of pay, an equivalent amount of compensatory time off with pay up to five (5) days. "Regular hourly rate of pay" refers to up to eight hours per day. It does not include overtime. There is no compensatory time off with pay for overtime hours. Overtime is governed by ARTICLE 17.

Use of compensatory time must be submitted to and approved by the employee's supervisor on the appropriate form no later than 72 hours prior to use.

All compensatory time not used by June 30th of each year will be paid the first full paycheck in July of each year.

- B. For all calamity days which would require the district's regularly-scheduled school year to be extended or otherwise adjusted to comply with the minimum instructional hours requirements of ORC 3313.48, the following apply:

Members of the bargaining unit who by reason of their assignment are required to work their regular shift when school(s) are closed, except during a level 3 emergency, are:

1. Head Custodians only.
2. Central Office Custodian.
Other custodians may be called in to report on first shift if needed.
3. All twelve (12) month maintenance employees.
4. All twelve (12) months bus mechanics.

Additional bargaining unit employees may be called into work, by classification seniority, if deemed necessary. Employees required to work but who are absent shall not be paid unless absent due to reasons eligible for sick leave, personal day, vacation day or other paid leave of absence pursuant to this Agreement.

Section 3

Worked calamity days shall be calculated as part of the forty (40) hour work week.

Section 4

When an emergency occurs necessitating the closing of one (1) school for part of a day, or a full day, all employees are required to work and may be reassigned unless it is determined by the Superintendent in consultation with the building administrator that such an emergency necessitates or warrants evacuation of the staff.

Section 5

Employees who begin work prior to the closing of school(s) will be paid for actual time worked that day. (e.g. food service, bus drivers, etc.)

Section 6

Any additional school days or hours scheduled to comply with the minimum instructional hours requirements of ORC 3313.48 resulting from the use of calamity days shall be worked by all bargaining unit employees.

Section 7

For 12 month employees, Calamity Days will roll to Vacation Days up to 5 day maximum for Calamity Leave accumulation. The 12 month employee will receive a payout for the Calamity Days above the employees' maximum accumulation of Calamity Days.

ARTICLE 25 – UNIFORM ALLOWANCE

Section 1

The uniform allowance for clothing, shoes or boots will follow the chart below:

Employees contracted for less than twelve (12) months shall submit receipts and documentation prior to Christmas break in order to be reimbursed. Twelve (12) month employees may submit receipts and documentation any time of the year.

	Personal Foot Protective Equipment Stipend (Yearly)	Uniform Voucher (Life of Contract)	Pants/Shirts (Yearly)	Winter Coat (Life of Contract)	Spring Jacket (Life of Contract)
Custodian	Up to \$100.00		up to 7 shirts or pants	1 per contract	
Maintenance	Up to \$100.00		up to 7 shirts or pants	1 per contract	
Transportation (Drivers & Aides)	Up to \$95.00			1 per contract	Up to \$50 in spiritwear
Transportation Mechanics	Up to \$100.00		Weekly Laundered Uniform Service		
Food Service	Up to \$75.00		up to 5 shirts or pants		
Secretary		Up to \$50 in spiritwear			
Media Clerk, Cafe Monitor, Playground Monitor, Delivery Person, Technology		Up to \$50 in spiritwear			

Reimbursable personal protective footwear should include a slip resistant sole and/or safety toe (steel or other composite), depending on the nature of the OAPSE classification work. Footwear that meets the American Society of Material Testing (ASTM) standards is recommended (Formerly ANSI standards). For further clarification regarding specific footwear to your position, please contact your immediate supervisor.

Section -5

Receipt of all new replacement uniform elements is conditioned upon the return of unusable like elements to be replaced at the director's request per department.

ARTICLE 26 – PAID HOLIDAYS

Section 1

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day

9-10 Month Employees

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas

Section 2

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Christmas

12 Month Employees

July 4th
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Dec. 24

Section 3

Any employee required to perform work on a paid holiday shall be paid at the rate of time and one-half (1½) in addition to his/her holiday pay.

ARTICLE 27 – INSURANCE

HEALTH INSURANCE

Section 1

The Board will make available to employees contracted to work more than 20 hours per week the following health care plan options from which employees may select: a higher coverage health maintenance organization plan ("HMO 1"), a basic health maintenance organization plan ("HMO 2"), or a health savings account plan ("HSA").

The employee contribution to the monthly premium shall be in accordance with the following:

Insurance Rate Changes effective 07/01/2019

Bargaining unit employees contracted to work 30 hours or more per week			
HMO 1	Single	26.74%	\$176.54
	Family	26.74%	\$474.96
HMO 2	Single	12.50%	\$68.77
	Family	12.50%	\$185.21
High Deductible	Single	0.00%	\$0.00
	Family	0.00%	\$0.00

Bargaining unit employees contracted to work 25.01 to 29.99 hours per week			
HMO 1	Single	49.24%	\$325.09
	Family	49.24%	\$874.61
HMO 2	Single	35.00%	\$192.55
	Family	35.00%	\$518.59
High Deductible	Single	22.50%	\$100.70
	Family	22.50%	\$270.87

Bargaining unit employees contracted to work 20.01 to 25 hours per week			
HMO 1	Single	59.24%	\$391.11
	Family	59.24%	\$1,052.23
HMO 2	Single	45.00%	\$247.56
	Family	45.00%	\$666.76
High Deductible	Single	32.50%	\$145.45
	Family	32.50%	\$391.26

For each bargaining unit employee working 30 hours or more per week electing the HSA plan option, the Board will contribute to a health savings account at KeyBank in the employee's name the monthly amount of \$88.33 for single coverage plans and \$166.66 for family coverage plans.

If an employee's spouse chooses family coverage with another employer, the Springfield employee may be eligible for only single coverage. If a husband and wife are both employed by Springfield Local Schools, they may elect either a family or two single coverage plans. For the married couple of Josh and Michelle Mattis, the monthly employee premium contribution for one family policy will be 16.07% of the total premium for HMO 1, and no employee contribution for HMO 2 or HSA. The monthly employee premium contribution for single policies will be the same as for other employees selecting the same plans. If the couple selects the HSA family plan, the Board's contribution to the family HSA will be \$235.00 per month.

No spouse or dependent shall lose coverage as a result of a requirement to wait for an open enrollment period.

Any employee not enrolling at the time of hire will not be eligible to enroll until the next open enrollment period. The only exception will be in the event of a change in family status, which is subject to approval of the Board and insurance carrier.

Section 2

Between July 1 and October 31 each year, every employee participating in health insurance coverage paid for at least in part by the Board must have a physical examination/wellness check-up by the employee's physician. The employee must provide to payroll by November 1 of each year a form provided by the Board and completed and signed by their physician, certifying this examination has been completed. An employee

who is required to but fails to provide such a certification will be assessed \$15/pay for 24 pays effective the following January 1, which shall be deducted from their pay. The collected funds will be applied toward defraying insurance costs or district-wide wellness initiatives.

Section 3

Choice of carrier to be by the Board with the right to change at any time, provided a substantial equivalent coverage is maintained (this applies to all insurance, health care, dental, life, etc.)

Section 4

The Board shall provide group dental insurance substantially equivalent to the existing dental plan for each employee who works 30 hours or more per week. The deductible amount will be \$50.00 per individual, \$100.00 per family.

Section 5

So long as it remains available at no cost to the Board, the Board will endorse a vision insurance policy as an elective to the insurance plans offered. The employee will pay 100% of the cost if he/she elects to participate in vision coverage. All cost increases are the responsibility of the employee.

Section 6

Subject to the approval of the insurance provider, as set forth below, the Board shall maintain an Internal Revenue Code Section 125 plan that will permit each participating employee to select one or more of the following benefits:

- A. Pre-tax hospitalization and prescription drug premium plan.
- B. Medical expense reimbursement account plan to a cap of \$2,400.00 per person.
- C. Internal Revenue Code Section 125 dependent care assistance plan.

The Board is the Administrator (as defined in ERISA) of the Section 125 plan and the plans and accounts thereunder. Establishment of this plan shall be subject to:

1. The agreement of the insurance provider to accept the duties delegated to it as third-party administrator, including record-keeping, enrollment and administrative services, without fees to the Board;
2. The agreement of the insurance provider to hold the Board harmless and risk-free under the plan; and
3. Any conditions imposed by the insurance provider.

Section 7

The provisions of COBRA shall be followed exclusively for continuation of health insurance.

Section 8

A District-Wide Health Insurance Committee with equal representation of Labor (representatives of each unit) and Administration has the authority to negotiate coverage changes and other health insurance benefit design modifications which shall require concurrence of the administration and either of the bargaining units.

In the event health insurance premiums increase in excess of 4% in any given year or 8% in total premium increases during the term of the 2016-2019 Agreement, the parties shall reopen contract negotiations for the sole purpose of discussing health insurance benefit design modifications, change of providers and/or plans as well as employee contributions to premium payments. This reopener provision shall cease to have effect upon the expiration of the 2016-2019 Agreement between the parties (June 30, 2019).

LIFE INSURANCE

The Board will provide group term/paid-up life insurance policy in accordance with coverages in the amount of \$10,000.00 for each employee contracted for 10 hours per week; \$15,000.00 for each employee contracted to work 20 hours per week; \$20,000.00 for each employee contracted to work 30 hours per week and \$28,000.00 for each employee contracted to work 40 hours per week.

PAYROLL DEDUCTIONS FOR INSURANCE

The Board agrees that any employee participating in any Board approved insurance plan, may do so through payroll deduction. For any employee participating in an insurance plan on a prorated basis where earnings are not sufficient to cover deductions, payments must be made to the Board Treasurer by the 10th of each month. If such payments are not received and the employee becomes more than one (1) month delinquent, coverage will be terminated and the balance due withheld from paychecks.

ARTICLE 28 – ADDITIONAL TRAINING

The Board will pay up to \$450 per contract year for Superintendent approved professional development related to a bargaining unit employee's work function for the Board of Education or one which will enable the employee to qualify for another classification within the school system. Approval of the Superintendent is required prior to enrollment for reimbursement. A grade of C or S is necessary for payment. Payment will be made in the month following receipt of a certified transcript and evidence of tuition paid.

ARTICLE 29 – PERSONNEL FILES

Section 1

The personnel file of each employee shall be maintained at the Board of Education's central administration office.

Any files kept by the supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.

Section 2

Employees shall be provided with copies of any written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

Section 3

An employee shall have the right, at any time, to examine and/or obtain copies of any material in his/her file excluding confidential references. Any employee must grant written permission for a Union representative to examine the individual's file.

ARTICLE 30 – NONDISCRIMINATION

Nothing contained in this Agreement shall prohibit the Board from complying with the requirements of any applicable Federal, State or Local law or Federal regulation pertaining to disabilities.

ARTICLE 31 – WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, that this Agreement supersedes and cancels all prior Agreements and expresses the entire understanding of the parties; and agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement.

ARTICLE 32 – INVOLUNTARY TRANSFERS

Section 1

Involuntary transfers may be made after discussion with the Union President and only if the Board can show a legitimate reason for the transfer. The Board will discuss with the Union President whether discipline should be used instead of an involuntary transfer in the circumstances of each particular situation. No involuntarily transferred employee will be permitted to bid out of classification without the approval of the Superintendent or Superintendent's designee.

ARTICLE 33 – SENIORITY

Section 1 District Seniority

See Article 21 – Section 3 pages 25-26

Section 2 Job Classification Seniority

See Article 21 – Section 3 pages 26-27

Section 3 **Approved Leave of Absence**

Time spent on a properly approved leave of absence, (paid or unpaid) including but not limited to sick, vacation, assault, personal, disability, or military leave, or on a disciplinary suspension, shall not constitute a break or interruption in continuous service provided the employee follows the proper procedure for securing such leave and returns to active service immediately following the expiration of the approved leave.

Section 4 **Seniority Lists**

The employer shall electronically provide seniority list(s), system and job classification, in January each year, showing the date of continuous service until such time as the employee has been on layoff for at least 24 consecutive calendar months.

Section 5 **Part-Time Employees**

Part-time employee(s) shall accrue seniority in the same manner as full-time employee(s).

Section 6 **Loss of Seniority**

The seniority of the employee shall be considered broken and the employee shall lose his/her seniority in accordance with one of the following reasons:

- A. The employee resigns.
- B. The employee is discharged for just cause. (If reinstated through the grievance procedures, all seniority rights shall be restored as if dismissal had not occurred, and the employee shall be reinstated with all benefits on the same basis that exists at the time of reinstatement.)
- C. On recall from layoff, the employee fails to report on the specified day, provided recall notice has been sent by certified mail, return receipt requested, to employee's last address of record at least fourteen (14) calendar days prior to reporting date, with a copy to the Union President.
- D. Upon expiration of a leave of absence, unless for good and sufficient reason, the "employee requests prior to the expiration of the leave and is granted an extension."
- E. The employee is deceased.
- F. The employee retires.

Section 7 **Substitute Employees**

Substitute employees shall not accumulate seniority and are not considered as either full-time or part-time employees subject to the terms of this Agreement. Only full-time or part-time employees shall accumulate seniority.

ARTICLE 34 – SUBCONTRACTING

No bargaining unit employee will be terminated, laid-off or have his/her contracted work hours reduced as a direct result of sub-contracting of traditional bargaining unit work prior to July 1, 2007.

ARTICLE 35 – SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board of Education of the Springfield Local School District herewith agrees with the Ohio Association of Public School Employees to pick-up at no cost to the Board and utilizing the salary reduction method, contributions to the School Employees Retirement System paid on behalf of unit members under the following terms and conditions:

- A. The amount to be "picked-up" on behalf of each employee shall be ten percent (10.00%), or the prevailing rate per the Ohio Revised Code, of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "pick-up" by the Board for the purpose of State and Federal tax only.
- B. The amount shall be uniformly applied to all members of the bargaining unit.

Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "picked-up" contribution in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rules, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

ARTICLE 36 – TOBACCO USE

The Board supports educational programming and tobacco cessation programs for all staff members and will provide resources to those who wish to discontinue their tobacco or e-cigarette use.

In order to protect students and staff who choose not to use tobacco or e-cigarettes from their harmful effects and because the Board does not condone the use of tobacco or e-cigarettes, the Board prohibits the use of tobacco products or e-cigarettes by employees in school buildings, school vehicles, and school grounds.

ARTICLE 37 - USE OF VIDEO CAMERAS IN COMMON AREAS WITHIN DISTRICT BUILDINGS

- A. The Board will continue to utilize video technology in an effort to maintain the safety and security of the District's premises and property and assist in the prevention and/or resolution of student disciplinary problems.
- B. A reminder will be sent to employees informing them of the use of video technology for surveillance by the Board.
- C. Such technology may be used in the investigation of suspected employee misconduct. Video monitoring will not be done in an arbitrary or capricious manner.

- D. If there is potential for an employee to be disciplined by the Board on the basis of evidence obtained by video technology, he/she shall then have the right to review video recording evidence with a union representative present. Nothing herein shall be deemed to prevent or delay disciplinary action by the Board.
- E. Viewing of recorded images shall be limited to the program area, supervisor, and administration. Under no circumstances, except those determined by the Superintendent or designee, should students or parents view recorded images.
- F. The retention and security of the video recordings will be the responsibility of the Administration consistent with Board Policy and applicable law.
- G. The evaluation of bargaining unit members shall be in accordance with the evaluation process contained in the collective bargaining agreement. All evaluations/observations shall require the physical presence of the evaluator. No observation for purpose of evaluation shall be done or conducted by electronic means.

Video cameras may be placed in any common areas in a building or facility. This will not prevent the district from placing it in areas where employees may work, such as the cafeteria, hallways, entrance ways, district vehicles, or other similar locations.

ARTICLE 38 - RETIRE/REHIRE

Members of the bargaining unit who are identified as retired and receiving payment from an Ohio retirement system shall be subject to the full terms of the agreement with the noted exceptions:

- 1. They will be placed on the Pay Matrix at 2 years of experience, which is step 1 of the adopted Pay Matrix for a retire/rehire member.
- 2. They shall receive one year contracts and shall be automatically non-renewed each year.
- 3. Insurance will be offered to such retire/rehire members pursuant to the SERS Guideline first, then if not eligible for SERS, the same option for health insurance as other employees.
- 4. They shall be excluded from the following:
 - a. *achieving seniority, severance benefits, and tuition reimbursement;*
 - b. *bidding on permanent positions,*
 - c. *shall not be eligible to achieve continuing contract status,*
 - d. *and, prior employment in the District is not a guarantee of post-retirement employment or a particular assignment, if re-hired.*

Positions held by the aforementioned individuals shall be posted annually.

This subsection is intended to supersede any and all conflicting provisions of Ohio statutes.

ARTICLE 39 - ENROLLMENT OF OAPSE MEMBERS' CHILDREN

- A. Effective July 1, 2019, all full-time (30 contracted hours per week) classified employees' natural, adopted, or custodial children may attend grades kindergarten through twelfth grade in the Springfield Local School District without tuition liability with the following conditions:
1. Employee shall be responsible for daily transportation to and from the building of attendance/service.
 2. The student will establish district rights upon the acceptance of the completed enrollment packet.
 3. The employee is responsible for all school related curricular, co-curricular, and extracurricular student fees.
 4. The student may remain enrolled in the district provided they maintain attendance and behavior expectations. The Superintendent has final discretion with respect to continued enrollment.
- B. The student may remain enrolled if the employee retires per SERS guidelines, or in the event of the employee's death.
- C. The enrollment request must be submitted no later than April 1 of the preceding school year -- with a lone exception for 2019/2020 where the student's enrollment cannot exceed the teacher ratio cap.
- D. The employee is responsible for all College Credit Plus, or similar programs, costs.

ARTICLE 40 - SUMMER VOLUNTARY 4-DAY WORK WEEK GUIDELINES FOR IMPLEMENTATION

District Expectation:

The Summer Voluntary 4-Day Work Week Schedule (4x10) will be implemented at the request of our employees and as an initiative for District cost savings. The Summer Voluntary 4-Day Work Week Schedule (4x10) shall not adversely affect the services that are provided to students, schools, other operating units, co-workers, or the public. The quantity, quality, and timeliness of employee work must be maintained. The district's main campus may remain open Monday through Friday during the summer months. School buildings may be closed on Fridays during the summer months.

Qualifying Classifications:

Any District employee may volunteer to work a 4X10 Summer Schedule

Effective Dates Operating Under the 4x10:

Start Date: First full week after the last student day

End Date: The last Friday prior to the first teacher work day.

Reprieve: The week of July 4th Holiday - revert back to 4x8 hour days (30 minute lunch)
if the holiday is on a Saturday or Sunday, the Friday before will be the observed holiday.

Opt-in

All qualifying District employees shall notify the appropriate director prior to the second Friday in May by 3:00 P.M. Once an employee opts-in the employee will remain on the 4x10 schedule for the entire summer.

Hours of Work by Classification:

Custodian 6:00 A.M. - 4:30 P.M.

Maintenance 6:00 A.M. - 4:30 P.M.

Mechanic 6:00 A.M. - 4:30 P.M.

Secretary 6:00 A.M. - 4:30 P.M. (Office Hours 8:00 A.M. - 4:00 P.M.)

Technology 6:00 A.M. - 4:30 P.M.

(Monday through Thursday) or (Tuesday through Friday) as needed via Director

Lunch/Breaks

Lunch will remain a 30 minute Unpaid lunch

Breaks will consist of (2) two 15 minute periods

*breaks and lunch may be combined to form a 60 minute lunch.

*breaks are paid time and employee must remain "On Call".

Summer Vacation Use:

Summer Vacation Day use will be governed, and enforced, by Article 14 of the OAPSE Contract.

Vacation/Sick/Personal Day Use/Accrual:

Sick/Personal/Vacation Leave will be earned at the same rate as if there were working a traditional schedule. The following will be used for taking time off work while on a 4x10 work schedule:

1 Day Off = 1.25 Days

½ Day Off = .625 Days

Overtime:

- Overtime will be earned after 10 hours worked in a single day.
- *Employees choosing to remain on the 5x8 summer work schedule will earn Overtime after 8 hours worked in a single day.*
- Events scheduled after the established 4x10 shift will be posted as overtime.

Forced Work:

1. Least senior employee will be forced to work when needed or directed by supervisor. See Article 17 & 23.
2. The following procedure will be followed when seeking coverage for the 4x10 scheduled work day when all 12 months employees are off:
 - a. Substitutes will be called first (9 Month Employees called first)
 - b. Least senior in building will be forced to work. Additionally, least senior in district may be forced to work at another location (building).

4x10 Summer Work Schedule Sign-Up

This form is binding as of 3:00 P.M. the second Friday in May.

+ I wish to accept the 4x10 Summer Work schedule:

*If "Yes", my preferred work week is:

+ Monday-Thursday

+ Tuesday - Friday

+ I wish to stay on a normal 5x8 Summer Work schedule:

Signature of Employee

Date

ARTICLE 41 – DURATION

This Agreement shall become effective on July 1, 2019 and shall continue in effect until June 30, 2022.

This Agreement may be amended by mutual consent of both parties. A meeting to negotiate such amendment shall be held not more than ten (10) days following a written request for such meeting by either party. Negotiations shall be conducted in accordance with the procedures in this document.

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES – LOCAL #478**

DATE

**SPRINGFIELD LOCAL BOARD OF
EDUCATION**

DATE

Pay Scales

Yrs. Exp.	Effective 7/19	Effective 7/20	Effective 7/21
	2.00%	2.50%	2.50%

FOOD SERVICE:

High School & Middle School Manager

Start*	17.77	18.22	18.67
1	18.68	19.15	19.62
3	18.84	19.31	19.79
5	18.99	19.47	19.95
7	19.18	19.66	20.15

Elementary Manager

Start*	16.27	16.68	17.09
1	17.49	17.93	18.38
3	17.65	18.09	18.54
5	17.81	18.26	18.72
7	17.94	18.39	18.85

Food Service Personnel

Start*	13.49	13.82	14.17
1	14.02	14.37	14.73
3	15.04	15.42	15.80
5	16.05	16.45	16.86
7	16.30	16.71	17.13

TRANSPORTATION:

Bus Driver – Regular

Start*	18.64	19.10	19.58
1	19.80	20.29	20.80
3	20.75	21.27	21.81
5	21.75	22.29	22.85
7	22.88	23.45	24.04

Van Driver

Start*	15.24	15.62	16.01
1	16.19	16.60	17.01
3	16.97	17.40	17.83
5	17.78	18.23	18.68
7	18.71	19.18	19.66

Bus Driver – Field Trip

Start*	15.89	16.29	16.70
1	17.05	17.48	17.92

Head Mechanic

Start*	26.26	26.92	27.59
1	27.70	28.39	29.10
2	28.37	29.08	29.80
3	29.05	29.77	30.52
4	29.76	30.50	31.26
5	30.41	31.17	31.95
7	31.06	31.84	32.63

	Yrs. Exp.	Effective 7/19	Effective 7/20	Effective 7/21
		2.00%	2.50%	2.50%
Bus Mechanic	Start*	22.54	23.10	23.68
	1	23.76	24.36	24.97
	2	24.35	24.96	25.59
	3	24.93	25.55	26.19
	4	25.53	26.17	26.82
	5	26.11	26.76	27.43
	7	26.65	27.32	28.00
Asst. Bus Mechanic	Start*	21.99	22.54	23.10
	1	23.18	23.76	24.36
Service Technician	Start*	16.55	16.97	17.39
On-Board Instructor	add'l	.75/an hour	.75/an hour	.75/an hour

**SECRETARIES
ATTENDANCE CLERKS**

Start*	15.74	16.13	16.53
1	17.45	17.88	18.33
2	17.78	18.23	18.68
3	18.22	18.68	19.14
4	18.66	19.12	19.60
5	19.11	19.58	20.07
6	19.69	20.18	20.69
7	20.16	20.66	21.18

**CLASSROOM ASSISTANT
TRANSPORTATION AIDE
DELIVERY PERSON
CAFETERIA MONITOR
PLAYGROUND MONITOR**

Start*	13.49	13.82	14.17
1	14.02	14.37	14.73
2	14.54	14.90	15.27
3	15.04	15.42	15.80
4	15.53	15.92	16.32
5	16.05	16.45	16.86
6	16.19	16.59	17.01
7	16.30	16.71	17.13

LIBRARY CLERK

Start*	14.27	14.62	14.99
1	16.10	16.51	16.92
2	16.59	17.01	17.43
3	17.11	17.54	17.98
4	17.65	18.09	18.54
5	18.20	18.65	19.12
6	18.70	19.17	19.65
7	19.21	19.69	20.18

Yrs. Exp.	Effective 7/19	Effective 7/20	Effective 7/21
	2.00%	2.50%	2.50%

CUSTODIAN AND MAINTENANCE:

Custodian

Start*	18.13	18.58	19.04
1	19.51	20.00	20.50
2	19.85	20.34	20.85
3	20.10	20.60	21.12
4	20.25	20.76	21.28
5	20.48	21.00	21.52
7	20.66	21.18	21.71
add'l	.50/an hour	.50/an hour	.50/an hour
add'l	.25/an hour	.25/an hour	.25/an hour

Head Custodian – High & Middle
Schools

Head Custodian – Elementary Schools

General Maintenance

Miscellaneous Laborer

Security/Hall Monitor

Start*	19.64	20.13	20.63
1	20.98	21.51	22.05
2	21.40	21.94	22.48
3	21.63	22.17	22.73
4	21.78	22.32	22.88
5	21.96	22.51	23.08
7	22.19	22.75	23.32

TRADE TECHNICIAN **(Electrical/HVAC)**

Start*	26.26	26.92	27.59
1	27.70	28.39	29.10
2	28.37	29.08	29.80
3	29.05	29.77	30.52
4	29.76	30.50	31.26
5	30.41	31.17	31.95
7	31.06	31.84	32.63

INFORMATION TECHNOLOGY **SPECIALIST**

Associates Degree

Start*	22.45	23.01	23.59
1	22.90	23.47	24.06
2	23.36	23.94	24.54
3	23.83	24.42	25.03
4	24.30	24.91	25.53
5	24.79	25.41	26.05
6	25.28	25.91	26.56
7	25.78	26.43	27.09

INFORMATION TECHNOLOGY
SPECIALIST

Bachelor's Degree

	Yrs. Exp.	Effective 7/19 2.00%	Effective 7/20 2.50%	Effective 7/21 2.50%
	Start*	26.46	27.12	27.80
	1	27.70	28.39	29.10
	2	28.37	29.08	29.81
	3	29.05	29.77	30.52
	4	29.75	30.49	31.26
	5	30.41	31.17	31.95
	6			
	7	31.06	31.83	32.63

Van Driver rate of pay Start at \$15.24 and following the Bus Driver years of experience and percentage increases between the years of experience. T.A. 07/22/2019, 2:43 P.M.

The Grounds position shall achieve and maintain an Ohio Department of Agriculture Pesticide License (Industrial Vegetation and/or Turf). Original license achievement within twelve (12) months of hire date. A stipend of \$430 over 26 pays; Board pays for initial license, renewal, and continuing education. If an employee fails the initial test subsequent cost of testing will be the employee's responsibility.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SPRINGFIELD LOCAL BOARD OF EDUCATION
AND
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL #478**

Trade Technicians and Bus Mechanic Personnel

All Trade Technicians will enter the salary schedule at the bottom of the current pay scale. Then, based upon their field experience, abilities, skills, and a 90-day evaluation period, the Board may exercise its right to move that Trade Technician to a level of pay the Board deems an appropriate rate of pay within the parameters of the pay scale. The evaluation of skills and abilities will be determined by the immediate supervisor.

All Bus Mechanic personnel will enter the salary schedule at the bottom of the current pay scale. Then, based upon any certifications they possess to the benefit of the Transportation Department and after 90-day evaluation period, the Board may exercise its right to move that bus mechanic employee to a pay level the Board deems appropriate within the parameters of the pay scale. The evaluation of skills and abilities will be determined by the immediate supervisor.

This Memorandum of Understanding shall expire at the end of the 2016-2019 Agreement.

THE OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES (OAPSE)

SPRINGFIELD LOCAL BOARD OF EDUCATION

MEMORANDUM OF UNDERSTANDING
BETWEEN
SPRINGFIELD LOCAL BOARD OF EDUCATION
AND
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL #478

Assistant to the Technology Director

In the event a job description is approved for Assistant to the Technology Director, the parties will meet to discuss pay ranges for such classification.

THE OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES (OAPSE)

SPRINGFIELD LOCAL BOARD OF EDUCATION

SPRINGFIELD LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM
FOR NON-CERTIFICATED EMPLOYEES

INFORMAL

INFORMAL GRIEVANCE DISCUSSION REPORT

Date: _____

Brief Description of Issue Discussed as Possible Grievance

Signature of Grievant

Date Signed

Signature of Administrator

Date Signed

SPRINGFIELD LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM
FOR NON-CERTIFICATED EMPLOYEES

STEP I

Name of Grievant

Date of Grievance Filed

Article and Section Violated

Date of Violation

State of Grievance:

Relief Sought:

Signature of Grievant

Date Grievance Received by Supervisor

Disposition by Supervisor

Signature of Supervisor

Date Signed

SPRINGFIELD LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM
FOR NON-CERTIFICATED EMPLOYEES

STEP II

Name of Grievant

Date of Grievance Filed

Article and Section Violated

Date of Violation

State of Grievance:

Relief Sought:

Signature of Grievant

Date Grievance Received by Superintendent

Disposition by Superintendent

Signature of Superintendent

Date Signed

SPRINGFIELD LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM
FOR NON-CERTIFICATED EMPLOYEES

STEP III

Name of Grievant

Date of Grievance Filed

Article and Section Violated

Date of Violation

State of Grievance:

Relief Sought:

Signature of Grievant

Date Grievance Received by Mediator:

Disposition by Mediator

Signature of Mediator

Date Signed

Memorandum of Understanding

Between

Springfield Board of Education and OAPSE Local #478

Regarding: ARTICLE 18- Food Services Operations, Section 8

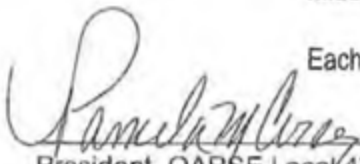
Length: August 30, 2019-June 30, 2022

For the duration of this Memorandum of Understanding (MOU), the Ohio Association of Public School Employees, (OAPSE) Local #478 and the Springfield Board of Education, will agree to amend the current contract language (Article 18 Section 8) for the purpose of filling vacancies within the Food Services Department. The amended language is reflected below:

When filling short hour (less than four hours) positions in Food Service, the maximum number of bargaining unit members *from the transportation classification* allowed to hold a secondary position are as follows:

High School - 3-4
Middle School - 3-4


Each Elementary - 1



President, OAPSE Local 478

9/4/19

Date



President, Board of Education
Springfield Local Schools

9/4/19

Date

ARTICLE 41 – DURATION

This Agreement shall become effective on July 1, 2019 and shall continue in effect until June 30, 2022.

This Agreement may be amended by mutual consent of both parties. A meeting to negotiate such amendment shall be held not more than ten (10) days following a written request for such meeting by either party. Negotiations shall be conducted in accordance with the procedures in this document.

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES – LOCAL #478**

Jori Coates

Cynthia Hackel

Mark Leiger

Kimberly Gray

Joe [unclear]

Josue [unclear]

November 15, 2019

DATE

**SPRINGFIELD LOCAL BOARD OF
EDUCATION**

Mark Scha

Kenneth Musch

[unclear]

November 15, 2019

DATE