



01-13-16
15-MED-03-0247
1438-02
K32959

AGREEMENT BETWEEN

THE

SPRINGFIELD LOCAL BOARD OF EDUCATION

AND THE

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL 478

(July 1, 2015 – June 30, 2016)

TABLE OF CONTENTS

ARTICLE 1 – TERMS.....1

ARTICLE 2 – RECOGNITION.....1

ARTICLE 3 – PRINCIPLES.....2

ARTICLE 4 – MANAGEMENT RIGHTS3

ARTICLE 5 – MUTUALLY AGREED ALTERNATIVE DISPUTE RESOLUTION PROCEDURE3

ARTICLE 6 – PROVISIONS CONTRARY TO LAW.....5

ARTICLE 7 – NO STRIKE, NO LOCKOUT5

ARTICLE 8 – PAYROLL DEDUCTION5

ARTICLE 9 – GRIEVANCE PROCEDURE FOR AGREEMENT7

ARTICLE 10 – LABOR MANAGEMENT COMMITTEE.....9

ARTICLE 11 – DISCIPLINE PROCEDURE.....10

ARTICLE 12 – JOB DESCRIPTIONS11

ARTICLE 13 – SAFETY COMMITTEE11

ARTICLE 14 – WORKERS' COMPENSATION11

ARTICLE 15 – PERSONAL DAYS.....14

ARTICLE 16 – OAPSE LEAVE.....15

ARTICLE 17 – OAPSE WORKSHOPS15

ARTICLE 18 – FOOD SERVICE OPERATIONS.....16

ARTICLE 19 – CLASSIFICATION PAY17

ARTICLE 20 – EMPLOYEE EVALUATION17

ARTICLE 21 – MEDICAL EXAMINATIONS18

ARTICLE 22 – CALL-IN – CALL-BACK.....18

ARTICLE 23 – TRAVEL ALLOWANCE18

ARTICLE 24 – LAYOFF-RECALL.....18

ARTICLE 25 – BID PROCEDURE.....20

ARTICLE 26 – TRANSPORTATION.....23

ARTICLE 27 – HOURS OF WORK.....29

ARTICLE 28 – WORK WEEK.....32

ARTICLE 29 – OVERTIME.....32

ARTICLE 30 – SHIFT PAY.....33

ARTICLE 31 – SICK LEAVE33

ARTICLE 32 – BEREAVEMENT LEAVE.....34

ARTICLE 33 – PAYMENT OF UNUSED SICK LEAVE.....35

ARTICLE 34 – CALAMITY DAYS36

ARTICLE 35 – LEAVE OF ABSENCE37

ARTICLE 36 – FAMILY MEDICAL LEAVE ACT.....38

ARTICLE 37 – ASSAULT LEAVE.....38

ARTICLE 38 – UNIFORM ALLOWANCE39

ARTICLE 39 – PAY DAYS.....40

ARTICLE 40 – VACATIONS41

ARTICLE 41 – PAID HOLIDAYS42

ARTICLE 42 – LONGEVITY.....42

ARTICLE 44 – LIFE INSURANCE.....46

ARTICLE 45 – PAYROLL DEDUCTIONS FOR INSURANCE.....46

ARTICLE 46 – ADDITIONAL TRAINING.....46

ARTICLE 47 – PERSONNEL FILES.....46

ARTICLE 48 – NONDISCRIMINATION.....47

ARTICLE 49 – WORKING DAYS.....47

ARTICLE 50 – WAIVER CLAUSE.....47

ARTICLE 51 – INVOLUNTARY TRANSFERS47

ARTICLE 52 – SENIORITY48

ARTICLE 53 – SUBCONTRACTING49

ARTICLE 54 – SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD49

ARTICLE 55 – MISCELLANEOUS.....50

ARTICLE 56 – DURATION50

MEMORANDUM OF UNDERSTANDING55

Trade Technicians and General Maintenance Personnel55

Food Service Managers56

MASTER AGREEMENT

This Agreement made and entered into this ____ day of ____, 2015 by and 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, to the extent practical, be retroactively effected from July 1, 2015 and shall remain in effect through and including June 30, 2016; to the extent that any terms and conditions cannot practically be applied retroactively, they shall be effective from and after the date of execution of this Agreement.

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.

<u>Classification</u>	<u>Position</u>
Custodian	Custodian, Head Custodian
Maintenance	General Maintenance, Trade Technician
Transportation	Bus Driver
Transportation Mechanics	Head Mechanic, Mechanic Service Tech., Assistant Mechanic
Food Service	Managers, Other Food Service
Secretary	Secretary
Media	Clerks
Assistants	Classroom Assistant, Transportation Aide, Cafeteria Monitor, Playground Monitor, Delivery Person
Security/Hall Monitor	Security/Hall Monitor

Section 3

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

Supervisor of Maintenance
Supervisor of Custodians
Supervisor of Transportation
Supervisor of Food Service
Superintendent's Secretary
Assistant Superintendent's Secretary
Director of Curriculum and Technology Secretary
Auxiliary Service Personnel
Assistant Treasurer
Payroll Clerk
Community Liaison
EMIS Coordinator
Tuition Coordinator
Technology Coordinator

ARTICLE 3 – PRINCIPLES

Section 1

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.

Section 2

All employees in the bargaining unit, who six (6) months from the date of hire or from the effective date of the Agreement, whichever is later, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

The fair share amount shall be certified to the Board by the Treasurer of the local Union.

The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require the written authorization of the employee.

Payment to the Union of the fair share fee shall be made with regular dues deduction as provided herein.

This fair share fee agreement between the Board and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by the members of the Union who are in the same bargaining unit. An internal rebate procedure by the Union and payment by employees holding religious conscientious objections shall be governed by O.R.C. 4117.09 (C).

The Union agrees to indemnify and save the Board harmless against any judgments for any costs, expenses or other liability the Board might incur as a result of the implementation and enforcement of this service fee section. The Union agrees to represent the Board through the Union's designated counsel to defend the Board in any court or administrative proceeding concerning this article; however, the Board may provide its own defense at any time it wishes.

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

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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).
11. "Days" when used in this Article means calendar days.

12. 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 between the 21st day and the 31st day of August each year. Written notice or 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 in ten (10) times 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 FOR AGREEMENT

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 grievants and the Union shall be conducted on non-working time. Grievances shall be subject to the grievance procedure set forth below:

Section 2 – Step 1

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 within five (5) working days of the time a grievance arises or knowledge of a grievance. The immediate supervisor will render a decision on the grievance within three (3) working days of this informal discussion.

Section 2 – Step 2

Within ten (10) working days of the time a grievance arises or knowledge of a grievance, 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 3

If the grievance is not resolved in Step 2, 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 4

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 3, 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 by the employee or the union within the time limit in the Step, 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 Step 1, Step 2, or Step 3, the grievant, in the case of 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 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 to that such hearing is during a witness's regular hours of employment.

ARTICLE 10 – LABOR MANAGEMENT COMMITTEE

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.

Issues for discussion will include, but not be limited to the following:

1. Coordination of Health Insurance Spousal Coverage

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.

ARTICLE 11 – DISCIPLINE PROCEDURE

Section 1

Where appropriate, the Board shall follow principles of progressive discipline. The parties recognize that work attendance is a primary responsibility of all employment. Each incident of unauthorized and/or unreported tardiness or absence constitutes a separate disciplinary violation of purposes of progressive discipline. Falsification of the reason for any absence is subject to discipline up to and including termination of employment without regard to 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. If the Board determines to have more than one (1) representative at a meeting where an employee might receive a verbal reprimand, the employee will be given the opportunity to be accompanied by another bargaining-unit member. Except for major disciplinary infractions, no employee shall be given a disciplinary suspension or termination 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. The employee or union representative must sign the statement acknowledging receipt of the statement and the date received.

Any disciplinary action that needs to be addressed will be initiated not later than 10 working days following the receipt of Notice by the Administration of the occurrence of the incident giving rise to the disciplinary actions. Notice of disciplinary action or lack thereof will be completed in a reasonable amount of time depending on the complexity of the alleged incident.

Section 2

The degree of disciplinary action resulting from a hearing shall not be influenced by a disciplinary action, including written warnings taken no longer than the past eighteen (18) months.

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 a copy 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 – SAFETY COMMITTEE

Section 1

The Safety Committee will make available forms so that employees may report unsafe conditions. The employer will provide a safe work place, 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 14 – 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 15 – PERSONAL DAYS

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 in writing and must be submitted 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 AESOP 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 may not request personal leave after May 1. 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

Each employee shall be eligible for the payment of thirty dollars (\$30.00) of pay for each day of personal leave not used during the school year. This payment shall be a lump-sum payment due at the end of the school year.

ARTICLE 16 – 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) work 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) work days in advance to the Superintendent. It is anticipated by the parties that these requests would generally be reserved for special circumstances.

ARTICLE 17 – 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 18 – FOOD SERVICE OPERATIONS

Section 1

Managers and other Food Service employees will not be required to mop floors, sweep floors, clean hoods or wash walls, except in emergencies.

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) hour per month to assist with the inventory on a rotating basis. Additional time hour 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 4

When the Food Service supervisor requires attendance at a meeting or workshop the Food Service personnel will sign in and out at the meeting and will be paid their regular straight-time rate of pay for attendance.

Section 5

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

Section 6

No food or beverage products that are not documented as purchased will 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 19 – 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.

ARTICLE 20 – EMPLOYEE EVALUATION

Section 1

Employees on a one (1) or two (2) year contract 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 21 – 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 22 – 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.

ARTICLE 23 – 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.

ARTICLE 24 – 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 the force will be kept to a minimum using attrition if in the Employer's determination that is practical.
- C. Whenever it become 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 the least senior classification where said employee 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 in 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 25 – BID PROCEDURE

Section 1

When a permanent vacancy occurs, the vacancy will be posted using the Notice of Classified Vacancy form, 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 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 postings 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 position 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, and the Central Office Receptionist/Secretary, 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.

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 may be required by the Board to serve up to ten (10) working days probationary period, except for bus drivers and transportation aides (see Article 26 Section 11). The Board or employees have the right to return to their previous position during this ten work day probationary period.

This probationary period may be extended by the Board for 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 in an employee-initiated within classification 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 24 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 26 – 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 student from a school to another school of destination.
- D. A Trip is any use of a school bus for 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) work 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 medical form, and show a valid commercial driver's license before she/he may bid on a route. If annual

- bidding takes place before August 1, drivers must turn in completed medical forms no later than ten (10) business days before the first day of school.
- 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 aide 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

1. Upon submission to the Transportation Department the supervisor or designee will date each trip.
2. On Tuesday of each week by noon, the Union rep. will receive all trips for the following week (Monday thru 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:

- a. 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).
- b. PM Trips – trips that depart between 4:15 PM and 4:59 AM Monday thru Friday.
- c. Special Trips – trips that depart between 2:00 PM and 4:14 PM Monday thru Friday.
- d. Saturday/Sunday/holiday Trips during the 180 student days school year.

3. 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 unit 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.

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 of 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 and Union rep which must be filled before the next Tuesday and trips returned after the Thursday assignment will be assigned by them off the appropriate 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 AESOP.

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 27 – HOURS OF WORK

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 (½) 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 (8½) hour work day with eight (8) hours of work and one-half (½) 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 (8½) hour work day with eight (8) hours of work and one-half (½) 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. A non-bargaining unit employee.
 - 3. A custodian from an overtime rotational list comprised of custodians from the other schools by classification seniority.
 - 4. The absence will be posted on AESOP and filled by qualified bargaining unit employee (substitute) from another classification.
 - 5. Force the least senior in the building within the classification.

- B. Second Shift
 - 1. A non-bargaining unit employee.
 - 2. A custodian from within the building on a rotational basis by classification seniority.

3. Custodian(s) working on second shift will be offered the extra work in increments of two (2) hours.
 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 AESOP and 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 – 2 day shift	2 second shift
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 substitute 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 regular 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. 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.

ARTICLE 28 – WORK WEEK

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

ARTICLE 29 – 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.

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.

ARTICLE 30 – 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.

ARTICLE 31 – SICK LEAVE

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.

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 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, husband or wife 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 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 AESOP 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.

ARTICLE 32 – 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 father, mother, brother, sister, son, daughter, husband, wife, stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or stepparents of the said employee.

Section 3

Additional days of absence due to 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. Additional days may be granted by the Superintendent or his/her designee in extenuating circumstances. This will be personal leave.

ARTICLE 33 – PAYMENT OF UNUSED SICK LEAVE

Section 1

Employees with seven (7) or less 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.

ARTICLE 34 – 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 day, vacation day, 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 29.

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.

ARTICLE 35 – 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, 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.

ARTICLE 36 – 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 GBR-R).

ARTICLE 37 – ASSAULT LEAVE

Section 1

Notwithstanding the provision 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 in 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.

ARTICLE 38 – UNIFORM ALLOWANCE

Section 1

All bargaining unit employees with the exception of mechanics, secretary, clerical, media, and classroom assistants shall be required to wear slip resistant safety shoes as part of their regular, required uniform. The Board of Education will reimburse up to \$75.00 every year for these shoes which are to be worn while on duty. In cold weather, winter boots with a safety sole are acceptable.

Section 2

Custodians, Maintenance, and Security/Hall Monitors shall also receive
- up to seven pairs of slacks or shirts per year.

Maintenance and Custodians required to remove snow

- one winter jacket and one pair of winter boots up to \$75.00 during the life of the contract in alternate years purchased by the Board of Education.

Section 3

Bus drivers/transportation aides shall also receive one pair of winter boots up to \$50.00, one winter jacket up to \$75.00 and one spring jacket during the life of the contract purchased by the Board of Education.

Section 4

Mechanics shall receive eleven laundered uniforms per two weeks and receive a one hundred dollar (\$100.00) stipend for boots every two (2) years.

Section 5

All Food Service employees shall receive tops or bottoms as needed. One extra top will be provided to cooks with 0-2 years experience.

Section 6

Secretaries shall receive one sweater during the life of the contract if needed.

Section 7

Receipt of all new replacement uniform elements is conditioned upon the return of unusable like elements to be replaced.

ARTICLE 39 – 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.

ARTICLE 40 – VACATIONS

Section 1

Vacation time as provided in this article shall be accumulated (accrued) proportionately on a monthly basis.

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. Summer vacation requests forms must be submitted to Supervisors by May 1st of each year and will be approved on a seniority basis for department coverage. Vacations will not be approved until after the last teacher day and before the first ten (10) working days prior to the students' first 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

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 41 – PAID HOLIDAYS

Section 1

9-10 Month Employees

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

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas

Section 2

12 Month Employees

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

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 42 – LONGEVITY

The employer agrees to recognize faithful years of service of the employees. After ten (10) years of service with the Springfield Local Schools, employees will receive a lump sum payment of \$140.00; after fifteen (15) years, \$190.00; after eighteen (18) years, \$240.00; after twenty (20) years, \$290.00 and after twenty-three (23) years \$340.00 at the completion of yearly contractual duties and obligations or retirement. Longevity pay will be no later than the first pay in July.

ARTICLE 43 – HEALTH INSURANCE

Section 1

For the period from July 1, 2015 through December 31, 2015, the Board will make available to employees working more than nineteen (19) hours per week a health care plan with coverage for Health Maintenance Organization (HMO). Bargaining unit members working thirty (30) hours or more per week shall contribute twelve and one-half percent (12½%) of the monthly premiums for health insurance based upon the coverage selected. Bargaining unit members working less than thirty (30) hours per week but more than nineteen (19) hours per week shall be entitled to premium payment contributions on a prorated basis, utilizing thirty (30) hours as the full-time equivalent.

Section 2

Commencing on January 1, 2016, 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"), and a health savings account plan ("HSA").

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

Bargaining unit employees contracted to work **30 hours or more** per week:

		<u>Percentage of total premium</u>	<u>Effective 1/1/16</u>
HMO 1	Single	26.74%	\$154.00
	Family	26.74%	\$414.00
HMO 2	Single	12.5%	\$60.00
	Family	12.5%	\$162.00
HSA	Single	0%	\$0
	Family	0%	\$0

Bargaining unit employees contracted to work **25.01 to 29.99 hours** per week:

		<u>Percentage of total premium</u>	<u>Effective 1/1/16</u>
HMO 1	Single	49.24%	\$283.00
	Family	49.24%	\$762.00
HMO 2	Single	35%	\$168.00
	Family	35%	\$454.00
HSA	Single	22.5%	\$85.00
	Family	22.5%	\$229.00

Bargaining unit employees contracted to work **20.01 to 25 hours** per week:

		<u>Percentage of total premium</u>	<u>Effective 1/1/16</u>
HMO 1	Single	59.24%	\$341.00
	Family	59.24%	\$917.00
HMO 2	Single	45%	\$217.00
	Family	45%	\$583.00
HSA	Single	32.5%	\$123.00
	Family	32.5%	\$331.00

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 Key Bank 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. The monthly employee premium contribution for one family policy will be \$248.87 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 3

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 4

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 5

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 6

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 7

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:

1. Pre-tax hospitalization and prescription drug premium plan.
2. Medical expense reimbursement account plan to a cap of \$2,400.00 per person.
3. 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 8

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

Section 9

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.

ARTICLE 44 – 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.

ARTICLE 45 – 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 46 – 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 47 – 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 48 – 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 49 – WORKING DAYS

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

ARTICLE 50 – WAIVER CLAUSE

The parties acknowledge that during the negotiations which results 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 51 – 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 52 – SENIORITY

Section 1

For employees hired into the bargaining unit on or after July 1, 2004:

System seniority is defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire in the bargaining unit. In the event two (2) or more employees have the same date of hire, their order of seniority will be determined as follows:

First – The first work day on the job as a regular Employee in the bargaining unit.

Second – A flip of a coin, or in the case of three (3) or more than three (3), a drawing of a lot will take place. At the time of these determinations, the Union President will be present with the individuals involved.

Section 2 Job Classification Seniority

Job Classification Seniority is defined as the length of continuous primary contract employment in a particular job classification as computed from the employee's most recent entry into such classification. Classification Seniority starts on the first day the employee works within that classification, or when the board takes action, whichever is first.

In the event two (2) or more employees have the same date of hire, the employee(s) will be placed on the seniority roster in order of their system seniority.

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 post 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 consecutively 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. On 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 53 – 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 54 – 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:

- 1. 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.

2. 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 55 – MISCELLANEOUS

Section 1 – Enrollment of Employees' Children

Employees who reside outside the district's service area may not enroll their children in Springfield Local Schools without payment of tuition.

Section 2 – 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 (Board Policy GBK).

ARTICLE 56 – DURATION

This Agreement shall become effective on July 1, 2015 and shall continue in effect until June 30, 2016.

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

Travis Shank

Vanika M. Gray

Johnny Fisher

Kelly M. Dy

Daryl Williams

Bryon K. Nichel

Rhonda Pustan

Pam A. Halden

1-6-16

DATE

SPRINGFIELD LOCAL BOARD OF
EDUCATION

Michael J. [Signature]

Kevin M. [Signature]

DR [Signature]

12-30-15

DATE

Pay Matrix

FOOD SERVICE:

High School & Middle School Manager

Yrs. Exp.	Effective 07/01/15
--------------	-----------------------

Start*	16.21
1	17.04
3	17.19
5	17.34
7	17.50

Elementary Manager

Start*	14.85
1	15.96
3	16.11
5	16.25
7	16.37

Food Service Personnel

Start*	12.30
1	12.79
3	13.73
5	14.64
7	14.88

TRANSPORTATION:

Bus Driver – Regular

Start*	17.00
1	18.07
3	18.94
5	19.84
7	20.88

Bus Driver – Field Trip

Start*	14.51
1	15.56

Bus Mechanic

Start*	20.57
1	21.69
2	22.22
3	22.75
4	23.30
5	23.82
7	24.32

Asst. Bus Mechanic

Start*	19.48
1	20.69

Service Technician

Start*	15.10
--------	-------

Head Mechanic

add'l	.60/an hour
-------	-------------

Yrs. Exp.	Effective 07/01/15
--------------	-----------------------

**SECRETARIES
ATTENDANCE CLERKS**

Start*	14.36
1	15.92
2	16.22
3	16.62
4	17.02
5	17.43
6	17.97
7	18.40

12 month secretaries, 260 days, 2080 hours; 10 month secretaries, 214 days, 1712 hours

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

Start*	12.30
1	12.79
2	13.27
3	13.73
4	14.18
5	14.64
6	14.77
7	14.88

LIBRARY CLERK

Start*	13.02
1	14.69
2	15.14
3	15.62
4	16.11
5	16.60
6	17.06
7	17.53

CUSTODIAN AND MAINTENANCE:

Custodian

Yrs. Exp.	Effective 07/01/15
--------------	-----------------------

Start*	16.55
1	17.80
2	18.12
3	18.34
4	18.49
5	18.69
7	18.86

Head Custodian – High & Middle Schools

Head Custodian – Elementary Schools

add'l	.50/an hour
add'l	.25/an hour

General Maintenance

Miscellaneous Laborer

Security/Hall Monitor

Start*	17.92
1	19.15
2	19.53
3	19.74
4	19.87
5	20.05
7	20.25

TRADE TECHNICIAN

Start*	20.57
1	21.69
2	22.22
3	22.75
4	23.30
5	23.82
7	24.32

A one-time lump sum bonus payment shall be made to each bargaining unit member, employed as of July 1, 2015, which shall be payable March 24, 2016 and in accordance with the following:

- Contracted employees scheduled to work up to 4 hours per day - \$200.00
- Contracted employees scheduled to work over 4 hours per day - \$300.00

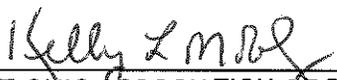
**MEMORANDUM OF UNDERSTANDING
BETWEEN
SPRINGFIELD LOCAL BOARD OF EDUCATION
AND
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL #478**

Trade Technicians and General Maintenance Personnel

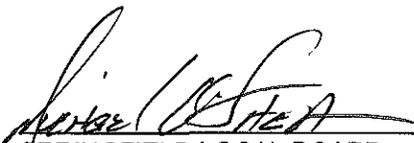
All Trade Technicians will enter the salary schedule at the bottom of the current pay scale. Then, based upon their field experience, abilities, skills, and a 90-day evaluation period, the Board may exercise its right to move that Trade Technician to a level of pay the Board deems an appropriate rate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

All General Maintenance 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 Maintenance Department and after 90-day evaluation period, the Board may exercise its right to move that general maintenance 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 2015-2016 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**

Food Service Managers

Food Service Managers shall receive an annual stipend of \$1,000.00 for performing additional duties in the area of food service. Such duties will include, but are not limited to:

- Assisting in the preparation of menus
- Assisting with the development of standard recipes and portions to be used in the preparation and serving of food
- Assisting with the ordering of all food, supplies, and small equipment
- Developing an inventory system
- Keeping informed on the latest trends and developments in products and work performance by attending workshops and seminars
- Conducting other duties as assigned

This Memorandum of Understanding may terminate at the discretion of the Board of Education or at the end of the current collective bargaining agreement between the parties which expires June 30, 2016.



THE OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES (OAPSE)



SPRINGFIELD LOCAL BOARD
OF EDUCATION

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

ARTICLE 43 – HEALTH INSURANCE

Notwithstanding the provisions of Article 43 of the collective bargaining agreement between the parties, beginning January 1, 2016, the following provisions shall apply:

Section 1

Commencing on January 1, 2016, 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"), and a health savings account plan ("HSA").

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

Bargaining unit employees contracted to work **30 hours or more** per week:

		<u>Percentage of total premium</u>	<u>Effective 1/1/16</u>
HMO 1	Single	26.74%	\$154.00
	Family	26.74%	\$414.00
HMO 2	Single	12.5%	\$60.00
	Family	12.5%	\$162.00
HSA	Single	0%	\$0
	Family	0%	\$0

Bargaining unit employees contracted to work **25.01 to 29.99 hours** per week:

		<u>Percentage of total premium</u>	<u>Effective 1/1/16</u>
HMO 1	Single	49.24%	\$283.00
	Family	49.24%	\$762.00
HMO 2	Single	26%	\$125.15
	Family	26%	\$337.06

HSA	Single		20%	\$77.92
	Family		20%	\$209.59

Bargaining unit employees contracted to work **20.01 to 25 hours** per week:

			<u>Percentage of total premium</u>	<u>Effective 1/1/16</u>
HMO 1	Single		59.24%	\$341.00
	Family		59.24%	\$917.00
HMO 2	Single		30%	\$160.45
	Family		30%	\$388.92
HSA	Single		24.5%	\$95.45
	Family		24.5%	\$256.75

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

			<u>Percentage of total premium</u>	<u>Effective 1/1/16</u>
Shirlee Ingram	HSA	Single	21%	\$81.16
		Family	21%	\$218.33
Rhonda Preston	HMO 1	Single	35.07%	\$201.86
		Family	35.07%	\$543.02
April Roth	HSA	Single	4%	\$16.23
		Family	4%	\$43.67

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 Key Bank 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. The monthly employee premium contribution for one family policy will be \$248.87 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 (19-L) program outlined by Coresource for each employee who works twenty (20) 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:

1. Pre-tax hospitalization and prescription drug premium plan.
2. Medical expense reimbursement account plan to a cap of \$2,400.00 per person.
3. 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.

This Memorandum of Understanding shall expire at the end of the 2015-2016 Agreement (June 30, 2016).



Richard D. Hart
Springfield Local School District

12-30-15

Date



Kelly L. Mobley
OAPSE, Local 478

1-5-16

Date