

MASTER AGREEMENT

BETWEEN

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

AND

**SPRINGFIELD LOCAL
BOARD OF EDUCATION**

July 1, 2023 – June 30, 2025

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ARTICLE 1 – UNIT DESCRIPTION

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

At such time that the Secretary to the Treasurer/Food Services Director or Secretary to the Business Manager/Special Services Director become separated, the Secretary to the Treasurer and the Secretary to the Business Manager will remain excluded. All other secretaries that result from the split shall become part of the bargaining unit. Also at such time that an Assistant Treasurer is hired, that position will replace one of the current (January 1, 2024) Account Clerk IV positions, assuming her duties, and that Account Clerk IV position will not be replaced.

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

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

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

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

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

A. New Hire paperwork to be completed before the start of the new job.

B. On or before a new employee's first day they shall be given a Springfield email, clock in credentials, and a written copy of their job description.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

- 2.1 Submission of Issues** – Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such request. Such request should be made no earlier than March 15th of the year of expiration of the contract. All issues proposed for discussion shall be submitted by the parties at the first or second meeting.
- 2.2 Scope** – The Union has bargaining rights for the following issues:
- a. Wages, hours, fringe benefits, and other matters of economic welfare.
 - b. Working conditions.
 - c. Grievance Procedure.
 - d. Membership Deduction.
- 2.3 Negotiating Teams** – The Board, or designated representative of the Board, will meet with representatives designated by the Union for the purpose of discussion and reaching, mutually satisfactory agreements. Each team shall have no more than four (4) members.
- 2.4 Progress Reports** – The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and Union, the proceedings of the negotiations shall not be released to the media without the approval of both parties.
- 2.5 Resolving Differences** – If after sixty (60) calendar days, or a number of days mutually agreed upon, tentative agreement on all items is not reached, either party may declare a bargaining impasse. Within five (5) days of a declaration of impasse, the parties shall jointly contact the Federal Mediation and Conciliation Service and request the assistance of a mediator. It is agreed that the procedures set forth in this section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.

ARTICLE 3 – UNION RIGHTS

- 3.1 Union dues shall be deducted through the payroll deduction. Dues shall be forwarded to the State Union with notices of names, addresses and amounts. Revocations shall be per the employee(s) Membership Application/Deduction authorization card.

A. Deduction Procedure

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

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

as union dues.

3.2 Union Time

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

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

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

ARTICLE 3B – MANAGEMENT RIGHTS

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

1. Determine matters of inherent managerial policy.
2. Direct, supervise, evaluate or hire support staff employees.
3. Determine the efficiency and effectiveness of the Employer's operations.
4. Determine the overall methods of operation and personnel needed.
5. Suspend, discipline, or discharge for just cause or layoff, transfer, assign, schedule, promote or retain support staff employees.
6. Determine the adequacy of the workforce.
7. Determine the overall mission of the Employer.
8. Effectively manage the work force.
9. Take such actions as are necessary to carry out the mission of the Employer.

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

ARTICLE 4 - CALAMITY DAYS

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

ARTICLE 5 – SEVERANCE PAY/RETIREMENT BONUS

- 5.1** The Board agrees that any employees covered by this agreement, leaving active service (unless discharged for cause), shall receive a payment for unused sick leave at the rate below:
- A. Leaving active service with ten (10) or more years with the Springfield Local School District – one fourth (1/4) of unused sick leave to a maximum of forty-five (45) days.
 - B. Employees retiring from active service shall receive thirty percent (30%) of his/her unused sick leave to a maximum of seventy (70) days.
- 5.2** Any employee who is rehired after previously leaving employment and who has benefited from the provisions in Section 5.1, shall not be eligible to receive this benefit again.

ARTICLE 6 – VACATIONS

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

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

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

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

- 6.2** Vacations may only be taken with the approval of the Superintendent or his/her designee. The maximum number of consecutive work days permitted for vacation shall be fifteen (15) work days. The employee who has made the request first will be granted the vacation for that period. If the requests are submitted at the same time, then seniority shall prevail. The maximum amount of vacation accrual will be limited as follows:

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

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

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

- 6.3** Any employee who moves from a nine (9) or ten (10) month position into a twelve (12) month position shall immediately become eligible for vacation and shall receive their pro-rated years' service based on months per year (example: 9 months/year = $\frac{3}{4}$ year) in which the employee had been scheduled to work a minimum of five (5) hours per day in their previous position.
- 6.4** Employees who do not accrue vacation time may take up to five (5) days without pay per school year. The employee must have prior approval, five (5) days in advance, from the superintendent and will be responsible for paying all premiums on their benefits. The restrictions for approving leave set forth in 11.3 (E) shall apply. The superintendent may make certain exceptions for special situations.

ARTICLE 7 – HOLIDAYS

7.1 Paid Holidays

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

ARTICLE 8 – PAY PROCEDURES

8.1 Premium Pay/Work Week

- A. All employees shall receive one and one-half (1-1/2) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in any one week. Compensatory time shall not be considered hours worked. Compensatory time is strictly on a voluntary basis. Holidays shall be counted as time worked.
 - 1. In lieu of receiving extra compensation during that pay period, an employee who is regularly scheduled to work seven (7) or eight (8) hours per day, may elect compensatory time off at the rate of straight time off or premium time for each extra hour worked based on whether or not the employee is in overtime status.
 - 2. If compensatory time is elected, the employee shall arrange with his/her Supervisor to use such time within the employee's current or next pay period.
 - 3. All compensatory time must be documented on time cards (actual clock in/out times). Absence sheets must be turned in for compensatory time used and time cards must be marked as such.
- B. All employees shall receive time and one half (1-1/2) on Sunday. The regular rate for Food Service employees working a banquet or other related activity invoiced to an outside group shall be time and one half (1-1/2) their hourly rate for all hours worked.
- C. All employees shall receive time and one half (1-1/2) their hourly rate for all work performed on a paid holiday in addition to their regular holiday pay.
- D. Overtime/Extra Time
 - 1. Custodian Classification Series – Interested qualified unit employees at a facility shall have the first opportunity for all overtime/extra time in their classification series on a rotating basis followed by other interested qualified employees at other buildings. Such overtime/extra time shall be rotated as equally as possible. An ongoing record of such hours worked will be posted in each work location by classification. An employee's decline of an offer to work will be charged to the employee as overtime. Temporary vacant day shift assignments shall just be offered to other shift employees in the same classification within their building followed by other employees, within the classification series, by seniority when an advance notice of two (2) days is given. An exception to this process is if the vacant position requires a boiler's license during the heating season (October through April), which can be adjusted by mutual agreement of the parties.

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

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

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

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

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

- I. Teacher Assistants will be compensated an additional hourly rate set by the Board of Education as the substitute teacher rate for any half or full days they are required to supervise students in a classroom in circumstances where the regular classroom teacher is absent and where the District has been unable to secure the services of a substitute teacher.
- a. If more than one Teacher Assistant has supervision under these circumstances in a classroom, the hourly rate will be apportioned between them (i.e. if there are two Teacher Assistants covering a classroom based on a teacher absence and no available substitute, each would receive half of the hourly rate.)

- b. Teacher Assistants requesting such pay must submit verified time documentation, including whether there were other Teacher Assistants supervising during the times submitted, in a timely manner for the pay period when such services have been rendered.

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

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

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

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

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

8.6 Salary Notice

- A. Salary notice for salary employees shall state the classification, step, annual rate of pay and bi-weekly amount.
- B. Salary notice for hourly employees shall state the classification, step (if applies) and hourly rate of pay.

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

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

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

- 8.10** All four (4) hour positions to be paid at 50% of eight (8) hour schedule for the same classifications.
- 8.11** The District may create up to four (4) part-time Teaching Assistant positions at a minimum of four (4) hours per day at five (5) days per week. Additional part-time positions may be created to satisfy student need following consultation with the Union. The intent of the parties is to utilize full-time Teaching Assistant positions when possible.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.1 **Definition**- For the purpose of this agreement, the term “grievance” is defined as a dispute between the Board and the Union or between the Board and an employee concerning the interpretation and/or application of, or compliance with, the provisions of this agreement.
- 9.2 **Procedure** – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended, however, by mutual agreement. A grievance must be filed within fifteen (15) work days of the employee(s) having knowledge of or should have knowledge of the alleged violation or the grievance shall be deemed forever waived.
- 9.3 **Level One: Conference With Building Principal or Immediate Supervisor Regarding the Problem**
- A. Employee with a grievance shall notify his/her principal or immediate supervisor. Such immediate supervisor shall discuss the problem in good faith with the grievant with the object of resolving the matter informally within five (5) working days from the time he/she receives such notification. The president shall be notified of the grievance.
 - B. The principal or immediate supervisor shall notify the employee orally of the disposition of the grievance with five (5) working days after such discussion.
 - C. The employee and principal/immediate supervisor shall note the Level One conference in writing.
- 9.4 **Level Two: Investigation and Review by Superintendent and/or Designee**
- A. In the event the grievant is not satisfied with the disposition of the grievance, a written grievance may be filed within ten (10) working days with the Superintendent, with a copy to the designated union representative. The written grievance shall state the specific facts that give rise to the grievance; the specific provision(s) of the Contract that was allegedly violated; and the specific relief that is requested.
 - B. The Superintendent or designees shall represent the administration at this level of the Grievance procedure. Within the ten (10) work days after the grievance is filed, the Superintendent or designee shall hold a hearing on the grievance unless the grievant states in writing that he/she does not desire such a hearing. The Superintendent shall render a written decision of the grievance within the ten (10) days after the conclusion of the hearing and a copy of the decision shall be forwarded to the designated representative and grievant.

If there is no satisfactory disposition of the grievance at Level Two, the

Superintendent's decision, the grievant may advance to grievance mediation with FMCS within five (5) working days of the receipt of the decision.

9.5 Level Three: Grievance Mediation

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

9.6 Level Four: Review by the Springfield Board of Education

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

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

9.7 Level Five: Arbitration

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

- 9.8** No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any school representative of the grievance committee in the grievance procedure by reason of such participation.

- 9.9** All decisions shall be in writing setting forth the decision and the reasons therefore and shall promptly be transmitted to all parties of interest, including the Local President.
- 9.10** An employee may only be represented by the Union at all levels of the grievance procedure. Unit members may represent themselves at a grievance hearing, and if so, the union shall have the opportunity to be present at such hearings and any settlement of the grievance must be consistent with the contract.
- 9.11** In the event a problem as described in the definition affects a group, the Grievance Committee may file a grievance on behalf of the employees. Such class action shall be signed by the President or Chairperson of the Grievance Committee and shall begin at Level Two (2).

ARTICLE TEN – INSURANCE

10.1

- A. While this Agreement does not limit the management right of the Board to select alternative insurance providers, all medical, prescription, vision, and dental insurance are currently through the Portage Area Schools Consortium as set forth in the medical, prescription, vision, and dental insurance plan summaries attached hereto and incorporated herein as set forth in Appendix 1, 2 and 3.
- B. Classified employees of the Board of Education may elect (a) medical and prescription, (b) vision, and/or (c) dental insurance coverage during open enrollment or upon a qualifying event.

Qualifying Events are as follows:

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

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

days after the marriage, birth, adoption, or placement for adoption.

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

	Board	Employee
2023-2024	91%	9%
2024-2025	91%	9%

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

1. They hold a position scheduled for five (5) or more hours per day.
2. They submit an enrollment form to the Board Treasurer's office.

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

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

- E. Second Opinion

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

F. Pre-Admission Review

1. When a physician schedules an elective hospital admission, the employee and his/her physician are required to complete pre-admission review procedural requirements prior to admission.
2. The employee and or physician are notified if the admissions is authorized or denied.

G. If the admission is not authorized, the pre-admission review center will furnish the reason for denial and suggest admission alternatives, such as out-patient programs. Initial hard copy of the insurance plan document shall be provided to all eligible employees and new hires. Additional copies shall be web-based.

H. Employees on layoff status or Worker's Compensation shall receive their insurance benefits in accordance with this agreement beginning with the 1st month of layoff and for 90 additional days. Insurance benefits shall end if an employee rejects an offer of reinstatement to their classification series during the 90 day period.

I. For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage, commencing with the first day of school (or September 1, whichever is first), and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (maternity, paternity, sick, etc.), and employees that retire prior to MediCare- age qualifications, may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

10.2 Waiver of Insurance Coverage

In accordance with the Board's insurance plan, regular employees who are receiving full single or family group health coverage and who agree to waive in writing on or before November 15th the right to hospitalization insurance will receive a lump sum payment of Nine Hundred Dollars (\$900.00) for waived single coverage and One Thousand Two Hundred (\$1200.00) for waived family coverage. Payment for this will be made on the first pay period following completion of the benefit year. An employee may rescind this waiver during the calendar year if the employee has a change in family status that would permit such rescission under the applicable rules of Section 125 of the Internal Revenue Code and its regulation. Upon such rescission, coverage of the employee and the employee's dependents under the medical plan of the Board shall be determined solely in accordance with the terms and limitations of the medical plan. Any prior separated periods of coverage under the plan will be applied in total towards this Plan's pre-existing conditions limitations. An employee who rescinds the waiver will receive no payment for the period of time in which the waiver was in effect.

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

10.3 Life Insurance

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

10.4 125 Plan

A. Right to Participate

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

B. Selection of Company/Forms

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

C. **Continuation of Participation**

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

D. **Plan 125 Flexible Spending Account (FSA)**

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

ARTICLE 11 – LEAVES

11.1 Sick Leave

- A. Each employee of the Board of Education shall be entitled to sick leave credit of one and one fourth (1-1/4) workdays with pay for each completed month of service, and accruing an unlimited amount. Employees may use sick leave with advance notice for absence due to physical or mental illness, injury or exposure to contagious disease which could be communicated to others. Absences of ten (10) or more consecutive work days may require the employee to provide documentation from a doctor.
- B. Sick leave may be used for absence due to physical or mental illness, death, or injury in the immediate family.
 - 1. Immediate family shall consist of the following persons: husband or wife; mother or father; sister or brother; son or daughter; mother-in-law or father-in-law; brother-in-law or sister-in-law; daughter-in-law or son-in-law; aunt or uncle, and grandparents or grandchildren of the non-certified employee and employee's spouse.
 - 2. Maximum of five (5) days sick leave may be used for birth of employee's grandchild.
- C. Sick leave will be computed on the basis of twelve (12) months service per year, except in year of termination when sick leave will be computed to last day of service.

Computations are figured on fifteen (15) days per year.
- D. The previously accumulated sick leave of an employee who has been separated from the public service may be placed to his/her credit upon his/her re-employment to public service.
- E. Additional sick leave may be granted with prior approval of the Superintendent in accordance with Ohio Revised Code.
- F. An employee who exhausts his/her sick leave as a result of Section 11.1A or 11.1B may be eligible for The Family Medical Leave Act where qualifying events exist.

11.2 Leaves of Absence

- A. Leaves of absence may be authorized by the Board of Education upon the recommendation of the Superintendent. Unauthorized absence from duty following

the expiration of a leave of absence from duty or a renewal thereof, or failure to comply with the provisions of the leave shall constitute grounds which may be considered by the Board of Education as the sole reason for termination of an employee's contract.

- B. The application for leave of absence or an extension or renewal thereof, must be made in advance, when possible, and in writing to the Superintendent or designee, stating the purpose of the leave, and the period of the leave, and must be accompanied by supporting statements concerning the need for or desirability of said leave.
- C. Employees of the Board shall be entitled to a leave of absence for a maximum of one (1) year of personal illness or other disability. Employees may be granted a leave of absence for a maximum of two (2) consecutive years for other reasons.
- D. Employees on leave of absence shall be responsible for paying all premiums on their benefits while on leave.
- E. Employees are subject to disciplinary action for any unexcused or unauthorized absences. Illness or injury covered by accrued sick leave and approved leaves of absence shall count as excused absences.

11.3 Emergency Personal Leave

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

- A. Personal Leave will not be granted for other employment except military or jury duty service, or as specified by law.
- B. Reasons for granting additional restricted personal leave may include, but not limited to, the following and may require further explanation:
 - 1. Court appearance – Personal or Family
 - 2. Death or illness of family or other persons not covered by sick leave
 - 3. Emergency auto repair
 - 4. Family obligations
 - 5. Household emergencies
 - 6. Religious days or obligations
 - 7. Business which cannot be conducted at other times
- C. A request for personal leave shall be submitted through the building principal or immediate Supervisor and forwarded so as to reach the Superintendent's office at least two (2) days prior to the requested date.

- D. When an emergency exists a request may be submitted to the building principal with less than the above mentioned time. However, the Superintendent reserves the right to approve or disapprove.
- E. Personal absence on the scheduled work day prior to or immediately following a “paid holiday” will not be approved unless emergency or unusual conditions warrant it. Personal leave shall not be used during the first and last two weeks of the student academic year unless an emergency or unusual condition warrant it. It will then be up to the discretion of the Superintendent.
- F. Unused Personal days shall be converted to sick leave days July 1 of each year.

11.4 Assault Leave

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

The Business Manager should be notified immediately of any assault.

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

11.5 Maternity/Paternity/Adoption Leave

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

- 1. Use of Sick Leave

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

2. Use of Long-Term Leave

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

11.6 Upon request as per applicable conditions listed for long-term leaves (11.5 A.2), an employee who has requested a leave of absence for maternity, paternity, or adoption shall

be granted a long-term leave of absence without pay. For the first twelve (12) work weeks of unpaid maternity, paternity, or adoption leave, the employee will continue to be covered under the Board's hospitalization/surgical insurance programs at Board percentage agreed to in this contract. In the event the leave extends beyond twelve (12) workweeks, the employee will be eligible to continue to be covered under the Board's insurance but will be required to reimburse the Board for any premiums during that period.

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

11.8 Family Medical Leave Act

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

11.9 Sick Leave Transfer

- A. When a member of the bargaining unit is currently absent for thirty (30) consecutive full working days or more due to a catastrophic or long-term illness or accident of the employee, his/her spouse or minor child; and has exhausted all of his/her accumulated sick leave, he/she may request that additional days be transferred from other bargaining unit members. The requirement of thirty (30) consecutive working days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
- B. An employee requesting donated sick leave shall notify the Superintendent and the Association President in writing.
- C. Upon receiving such a request, the Board shall distribute a notice (Appendix 8) to all bargaining unit members notifying them of the request. Any employee wishing to transfer accumulated sick leave to the bargaining unit member shall submit the lower half of form Appendix G to the Treasurer. Upon receipt of the signed form authorizing the transfer of days, the Treasurer shall transfer the days.
- D. Another bargaining unit member may donate up to forty hours of his/her accumulated Sick Leave to the requesting employee per request.
- E. No employee may receive more than an aggregate of four hundred hours of donated Sick Leave in any one (1) school year.

- F. Any employee transferring sick leave days shall not be permitted to deplete his/her own sick leave accumulation below thirty (30) days (equivalent hours).
- G. Donated Sick Leave shall be added to the accumulated Sick Leave of the requesting employee and deducted from the donating employee.
- H. If disability is an option, it must be pursued first; in order to qualify for the use of donated sick leave.

ARTICLE 12 – EMPLOYEE RIGHTS/OBLIGATIONS

12.1 Probationary Period

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

12.2 Layoff Procedure

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

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

E. Seniority

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

12.3 Discipline

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

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

- C. Employees shall be evaluated in writing a minimum of one time annually by their immediate supervisor. However, evaluations may be completed whenever the supervisor feels the quality of an employee's work falls below expected standards. The employee shall have a reasonable time to correct deficiencies before disciplinary action is taken against said employee. The employee has the right to attach a written rebuttal, within thirty (30) days of receipt, to the evaluation if he/she does not agree with some portion of the evaluation content before it becomes a part of his/her personnel file.
- D. The employee shall receive a copy of all evaluations or other correspondence that is to become a part of his/her personnel file.

- E. An employee may only be represented by the union at all disciplinary conferences or hearings. Unit members may represent themselves at the conferences or hearings, but the Union shall have the opportunity to be present, and any settlement must be consistent with contract.
 - F. Disciplinary references in the personnel file(s) will be purged from the file(s) at the end of three (3) years if no repeat offenses are reported during this period.
- 12.4 **School Directories:** The school directory and school calendar are available on the District website (www.springfieldspartans.org). The employee access shall be password protected.
- 12.5 **Job Descriptions:** Every employee must have a copy of their job description. There should be a clarification of job descriptions in offices where there is more than one secretary employed.
- 12.6 **Right to Join or Not to Join:** It is further realized that the employees have the right to join, participate in, and assist the union and the right to refrain from such activities.
- 12.7 **Non-Discrimination:** Parties have agreed they will work together to prevent any discrimination as described in Board Policy.
- 12.8 The Local #179 President shall be able to provide input prior to the submission of the school calendar to the Board of Education. In order to discuss the school calendar, a committee that will include two (2) members selected by the Union President and two (2) administrators selected by the Superintendent will meet at least sixty (60) days prior to the date that the Board of Education intends to adopt the school calendar.
- 12.9 Board minutes shall record the hiring of all substitute employees as well as regular employees.

ARTICLE 13 – POSTING-PROMOTION PROCEDURE

13.1 Posting Promotion Procedure: Vacancies shall be posted within five (5) working days of approval of the vacancy by the Board of Education. The Board shall have the right to declare whether a vacancy exists. If the Administration decides not to fill the vacancy, the Union shall be notified and no substitutes or temporary employees may be used in the position after it is vacated.

13.2 Job Postings

- A. Job openings shall be posted by the Board of Education for a period of five (5) working days at all school buildings at the time clock stations and Main Office as well as via the District website and/or via email. Positions will be posted with description of duties, salary range, work schedules and location. Additionally, all job postings shall be posted online and on “on call” June 1st – Sept 1st.
- B. The President of the local union and the payroll clerk shall receive copies for informational purposes of the posting for all job vacancies.
- C. Employees desiring to be considered for the position shall submit their request to the appropriate administrator within five (5) working days of the initial posting.
- D. Vacancies will be filled within fifteen (15) working days of the initial posting if a candidate is available. Substitutes may not be used after fifteen (15) working days of the initial posting unless a candidate is unavailable. The Administration will provide training to the employee assigned to the position.

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

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

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

- A. Vacancies shall be filled in the following sequence:

1. Lateral movement – which is a job change within a particular class. The vacancy shall be offered to the interested senior employee in the classification. No probationary period shall be required.
2. Downward movement – which is a job change to a lower paying job within the employee's present classification series. The vacancy shall be offered to the interested senior employee in the classification series. No probationary period shall be required.
3. Promotional movement – which is a job change to a different classification higher than entry level in any classification series. The vacancy shall require a probationary period.
4. Employees in another classification series shall have the next opportunity for a job change based on their seniority and skills.
5. The Board will not reduce hours or split positions in the attempt to deny medical benefits on current positions.

13.5 When it is necessary to move or reassign an employee because he/she is having difficulty performing the functions of his/her position, the Supervisor shall confer with the employee.

13.6 The employee shall have the opportunity to meet with the Superintendent prior to the transfer, if requested. In all cases, the Superintendent's decision shall be final.

ARTICLE 14 – SAFETY

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

ARTICLE 15 – DEDUCTIONS

15.1 Tax-Sheltered Annuity Deduction

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

15.2 United Way Deduction

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

HEADINGS

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

GENDER AND PLURAL

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

CLASSIFICATION SERIES

OPERATIONS CLASSIFICATION SERIES

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

LIBRARY CLERK/ EDUCATIONAL ASSISTANTS/TEACHER ASSISTANTS CLASSIFICATION SERIES

- | | |
|-----------------------------|---------------------------|
| A. Library Clerk – Class II | A. Teaching Assistants |
| B. Library Clerk – Class I | B. Educational Assistants |

FINANCIAL/CLERICAL CLASSIFICATION SERIES

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

FOOD SERVICE CLASSIFICATION SERIES

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

TERM OF CONTRACT

The Articles of this contract shall become effective 12:01 a.m., July 1, 2023 and shall remain in full force and effective until 11:59 p.m. June 30, 2025.

This agreement is made and entered into at Springfield Township, Ohio, on this 20th day of February, 2024, by and between the Union and the Board of Education.

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

OAPSE/AFSCME-AFL-CIO

By: 
President #179

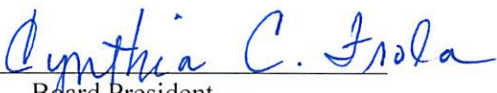
By: Nanette M. Folsom
OAPSE Field Rep

By: 
Team Member

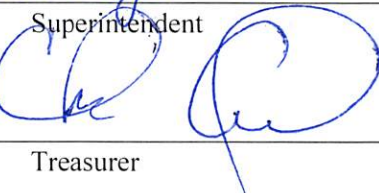
By: 
Team Member

By: _____
Team Member

SPRINGFIELD LOCAL BOARD OF EDUCATION

By: 
Board President

By: 
Superintendent

By: 
Treasurer

By: 
Business Manager

GLOSSARY

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

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

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

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

BCI/FBI Fingerprinting

As long as the District has a working fingerprint machine, employees may utilize it for their fingerprinting as mandated by law at the District's expense. If the employee chooses to have his or her fingerprinting outside the District, it will be at the employee's expense.

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

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

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

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

Labor/Management Meetings

Either party may request a Labor/Management meeting once per quarter.

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

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

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

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

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

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

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

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

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

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

NON-CERTIFICATED STAFF: Synonymous with classified staff.

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

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

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

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

Portage Area Schools Consortium
Plan Design Offerings -
Springfield Akron LSD 7/1/2022
(MHS)

MEDICAL PLANS		Medical Current		Medical Only	
		Springfield Akron LSD		\$250 Plan	
		NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Deductible	Type	Embedded		Embedded	
	Single	\$200	\$500	\$250	\$500
	Family	\$400	\$1,000	\$500	\$1,000
Coinsurance %		90%	70%	90%	70%
Coinsurance Max	Single	\$935	\$1,500	\$750	\$1,500
	Family	\$1,870	\$2,500	\$1,500	\$3,000
Total OOP Max	Single	\$1,135	unlimited	\$1,000	\$2,000
	Family	\$2,270	unlimited	\$2,000	\$4,000
Office Visit	PCP	10% after ded.	30% after ded.	\$10	30% after ded.
	Specialist	10% after ded.	30% after ded.	\$20	30% after ded.
Urgent Care		10% after ded.	30% after ded.	\$35	30% after ded.
Emergency Room		10% after ded.		\$75	
MEDICAL RATES					
Employee	40	\$657.04		\$622.67	
Family	169	\$1,775.81		\$1,562.90	
Monthly Total		\$326,393		\$289,037	
Annual Total		\$3,916,722		\$3,468,443	
Difference from Current				(\$448,279)	
Change from Current				-11.4%	

RX PLANS		Rx Current Springfield Akron LSD		Rx Only Opt. 1 Rx B	
		Retail	Mail Order	Retail	Mail Order
		N/A		N/A	
Rx Deductible	Tier One	\$14	\$28	\$10	\$20
	Tier Two	\$28	\$56	\$15	\$30
	Tier Three	\$28	\$56	\$30	\$60
	Tier Four	N/A	N/A	N/A	N/A
	Day Supply	30	90	30	90
RX RATES					
Employee	40	\$214.83		\$155.67	
Family	169	\$580.55		\$390.73	
Monthly Total		\$106,706		\$72,260	
Annual Total		\$1,280,474		\$867,122	
Difference from Current				(\$413,352)	
Change from Current				-32.3%	

MEDICAL & RX TOTAL					
Monthly Total		\$433,100		\$361,297	
Annual Total		\$5,197,196		\$4,335,565	
Difference from Current				(\$861,631)	
Change from Current				-16.6%	

Plan Design Notes

-Prescription drug copays will accumulate to the federal OOP maximum limit less the medical OOP maximum.

This is a summary of information and does not guarantee benefits; it is not a detailed overview of benefits; limits and/or exclusions may apply. In the event a discrepancy exists, the policy provisions will prevail.



Springfield Local Schools

Effective July 1, 2022

DENTAL

Upgrade / Downgrade

DENTAL	Current-FIE MMO (Self-Funded) 1500/25/75 - 100/70/70/70		Option 1- Fully Insured Delta Dental 1500/25/75 - 100/70/70/70		
			PREMIER		
Upgrade / Downgrade	NETWORK	NON-NETWORK	NETWORK	PPO NETWORK	NON-NETWORK
Deductible					
	Single	\$25		\$25	
	Family	\$75		\$75	
Annual Maximum		\$1,500		\$1,500	
Maximum Rollover		None		None	
Preventive	100%	100%	100%	100%	100%
Basic	70%	70%	70%	70%	70%
Major	70%	70%	70%	70%	70%
Child Ortho (Age 19)	70%	70%	70%	70%	70%
Ortho Maximum		\$2,000		\$2,000	
Deductible Waived For		Preventive & Ortho		Preventive & Ortho	
Endodontics	70%	70%	70%	70%	70%
Periodontics	70%	70%	70%	70%	70%
Waiting Period		None		None	
Open Enrollment		Annual		Annual	
Dependent Age Limit		26/26		26/26	
Network		MMO/SuperDental		Delta's PPO & Premier Networks	
Claim Basis	Neg Fee.	50th UCR	Premier Fee	PPO Fee	Delta's OON Fee
Participation Req.		Contributory (91% ER paid)		Current	
Rate Guarantee		until 1/1/23		2 years until 7/1/24	
Notes					

		CC	Current-FIE	Option 1- Fully Insured
Employee	36		\$42.54	\$40.84
Family	171		\$115.00	\$116.70
Monthly	207		\$21,196	\$21,426
Annual			\$254,357	\$257,111
\$ Adjustment				\$2,754
% Adjustment				1.1%
		CC	Current-ASO	Option 1- Fully Insured
Employee	36		\$3.49	\$40.84
Family	171		\$3.49	\$116.70
Monthly	207		\$722	\$21,426
Annual			\$8,669	\$0
Estimated Annual Claims			\$253,972	\$0
Annual Total			\$262,641	\$257,111
\$ Adjustment				-\$5,530
% Adjustment				-2.1%
Sealants			1	1
Space Maintainers			1	1
General Anesthesia			3	3
Oral Surgery			3	3
Implants			3	3

(Based on current enrollment and 24 months of claims 1/1/20 through 12/31/21 then trended 6% for 2022, due to COVID impacts on 2020 claims)



This is a summary of information does not guarantee benefits; it is not a detailed overview of benefits; limits and/or exclusions may apply. In the event a discrepancy exists, the policy provisions will prevail.

3/14/2022/ 10:27 AM

Springfield Local Schools

Effective July 1, 2022

Open to all PASC Participating Schools

VISION		Current MMO 12/12/24- Maximum Allowance		PASC AGGREGATE PLAN VSP 12/12/12 - Choice	
<i>Upgrade / Downgrade</i>		NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Frequency	Exam Lens Frame	Once every 12 months	Once every 12 months	Once every 12 months	Once every 12 months
Exam Co-Pay		Plan pays up to \$40	Plan pays up to \$40	\$20 copay^	up to \$45
Lens Co-Pay*	Single	Plan pays up to \$60	Plan pays up to \$60	\$20 copay^	up to \$30
	Bifocal	Plan pays up to \$70	Plan pays up to \$70	\$20 copay^	up to \$50
	Trifocal	Plan pays up to \$100	Plan pays up to \$100	\$20 copay^	up to \$65
	Lenticular	Plan pays up to \$90	Plan pays up to \$90	\$20 copay^	up to \$100
	Progressive (Standard)	Not Covered	Not Covered	\$0 copay	n/a
Frames Allowance**		Plan pays up to \$60	Plan pays up to \$60	up to \$150 (up to \$200 featured), then 20%**	up to \$70
Contact Lenses		Plan pays up to \$100 (\$175 if medically necessary)	Plan pays up to \$100 (\$175 if medically necessary)	up to \$150	up to \$105
Contact Lens Fitting		Not Covered	Not Covered	not to exceed \$60 copay^	n/a
Network		No Network	No Network		
Minimum Enrollment		Current	Current	VSP Choice	
Rate Guarantee		1 year until 7/1/22	1 year until 7/1/22	Current	
				until 7/1/25	
		Current		Option 1	
Employee	36	\$3.33		\$9.80	
Family	171	\$9.02		\$22.19	
Monthly	207	\$1,662		\$4,147	
Annual		\$19,948		\$49,767	
Adjustment				149.5%	

**All Lens options are illustrated as "per pair" cost*

***Covers materials up to allowance after lens copay- see full plan for further details*

Treasurer's Office								
Effective 07/01/23 (2% increase)								
Acct Clerk I			Acct Clerk II		Acct Clerk III		Acct Clerk IV	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary
0	1.0000	38,910	0	40,384	0	41,868	0	45,948
1	1.0300	40,077	1	41,595	1	43,124	1	47,326
2	1.0500	40,855	2	42,403	2	43,961	2	48,245
3	1.0700	41,634	3	43,211	3	44,799	3	49,164
4	1.0900	42,412	4	44,018	4	45,636	4	50,083
5	1.1100	43,190	5	44,826	5	46,473	5	51,002
6	1.1300	43,968	6	45,634	6	47,311	6	51,921
7	1.1500	44,746	7	46,441	7	48,148	7	52,840
8	1.1700	45,525	8	47,249	8	48,985	8	53,759
9	1.1900	46,303	9	48,057	9	49,823	9	54,678
10	1.2100	47,081	10	48,864	10	50,660	10	55,597
11	1.2300	47,859	11	49,672	11	51,498	11	56,516
12	1.2500	48,637	12	50,480	12	52,335	12	57,435
13	1.2700	49,416	13	51,287	13	53,172	13	58,354
14	1.2700	49,416	14	51,287	14	53,172	14	58,354
15	1.3100	50,972	15	52,903	15	54,847	15	60,192
16	1.3100	50,972	16	52,903	16	54,847	16	60,192
17	1.3100	50,972	17	52,903	17	54,847	17	60,192
18	1.3100	50,972	18	52,903	18	54,847	18	60,192
19	1.3100	50,972	19	52,903	19	54,847	19	60,192
20	1.3500	52,528	20	54,518	20	56,522	20	62,030
25	1.3900	54,085	25	56,134	25	58,196	25	63,868

Custodial/Maintenance
Effective 07/01/23 (2% increase)

Custodian			Head Custodian		Semi-Skilled Maint		Skilled Maint	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary

0	1.0000	38,159	0	40,829	0	39,508	0	43,510
1	1.0300	39,304	1	42,053	1	40,693	1	44,815
2	1.0500	40,067	2	42,870	2	41,483	2	45,686
3	1.0700	40,830	3	43,687	3	42,273	3	46,556
4	1.0900	41,594	4	44,503	4	43,063	4	47,426
5	1.1100	42,357	5	45,320	5	43,854	5	48,296
6	1.1300	43,120	6	46,136	6	44,644	6	49,166
7	1.1500	43,883	7	46,953	7	45,343	7	50,037
8	1.1700	44,646	8	47,769	8	46,224	8	50,907
9	1.1900	45,409	9	48,586	9	47,014	9	51,777
10	1.2100	46,173	10	49,403	10	47,804	10	52,647
11	1.2300	46,936	11	50,219	11	48,594	11	53,517
12	1.2500	47,699	12	51,036	12	49,385	12	54,388
13	1.2700	48,462	13	51,852	13	50,175	13	55,258
14	1.2700	48,462	14	51,852	14	50,175	14	55,258
15	1.3100	49,989	15	53,485	15	51,755	15	56,998
16	1.3100	49,989	16	53,485	16	51,755	16	56,998
17	1.3100	49,989	17	53,485	17	51,755	17	56,998
18	1.3100	49,989	18	53,485	18	51,755	18	56,998
19	1.3100	49,989	19	53,485	19	51,755	19	56,998
20	1.3500	51,515	20	55,119	20	53,335	20	58,739
25	1.3900	53,041	25	56,752	25	54,916	25	60,479

Boiler License -\$416.00 per Year

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

260-Day Secretaries		
Effective 07/01/23 (2% increase)		
SECRETARY III		
Step	Index	Salary
0	1.0000	37,432
1	1.0300	38,555
2	1.0500	39,304
3	1.0700	40,052
4	1.0900	40,801
5	1.1100	41,549
6	1.1300	42,298
7	1.1500	43,047
8	1.1700	43,795
9	1.1900	44,544
10	1.2100	45,293
11	1.2300	46,041
12	1.2500	46,790
13	1.2700	47,539
14	1.2700	47,539
15	1.3100	49,036
16	1.3100	49,036
17	1.3100	49,036
18	1.3100	49,036
19	1.3100	49,036
20	1.3500	50,533
25	1.3900	52,030

Head Building Secretary				
Effective 07/01/23 (2% increase)				
Head Building Secretary				
210-Day				
Step		Index		Salary
0		1.0000		29,678
1		1.0300		30,568
2		1.0500		31,162
3		1.0700		31,755
4		1.0900		32,349
5		1.1100		32,942
6		1.1300		33,536
7		1.1500		34,130
8		1.1700		34,723
9		1.1900		35,317
10		1.2100		35,910
11		1.2300		36,504
12		1.2500		37,097
13		1.2700		37,691
14		1.2700		37,691
15		1.3100		38,878
16		1.3100		38,878
17		1.3100		38,878
18		1.3100		38,878
19		1.3100		38,878
20		1.3500		40,065
25		1.3900		41,252

Regular 210 Day Secretary				
Effective 07/01/23 (2% increase)				
Step		Index		Salary
0		1.0000		26,938
1		1.0300		27,746
2		1.0500		28,285
3		1.0700		28,824
4		1.0900		29,363
5		1.1100		29,901
6		1.1300		30,440
7		1.1500		30,979
8		1.1700		31,518
9		1.1900		32,056
10		1.2100		32,595
11		1.2300		33,134
12		1.2500		33,673
13		1.2700		34,212
14		1.2700		34,212
15		1.3100		35,289
16		1.3100		35,289
17		1.3100		35,289
18		1.3100		35,289
19		1.3100		35,289
20		1.3500		36,367
25		1.3900		37,444

Library Clerks – 188 Days						
Effective 07/01/23 (0% increase)						
Library Clerk I and Educational Assistants				Library Clerk II and Teaching Assistants		
Step	Index	Hourly		Step	Hourly	
0	1.0000	14.32		0	15.24	
1	1.0300	14.75		1	15.70	
2	1.0500	15.04		2	16.00	
3	1.0700	15.32		3	16.31	
4	1.0900	15.61		4	16.61	
5	1.1100	15.90		5	16.91	
6	1.1300	16.18		6	17.22	
7	1.1500	16.47		7	17.53	
8	1.1700	16.76		8	17.83	
9	1.1900	17.04		9	18.14	
10	1.2100	17.33		10	18.44	
11	1.2300	17.62		11	18.75	
12	1.2500	17.90		12	19.05	
13	1.2700	18.19		13	19.35	
14	1.2700	18.19		14	19.35	
15	1.3100	18.76		15	19.96	
16	1.3100	18.76		16	19.96	
17	1.3100	18.76		17	19.96	
18	1.3100	18.76		18	19.96	
19	1.3100	18.76		19	19.96	
20	1.3500	19.33		20	20.57	
25	1.3900	19.91		25	21.18	

Cafeteria									
Effective 07/01/23 (2% increase)									
188 Days									
COOKS							MANAGERS		
Step	Index	Salary					Step		Salary
0	1.0000	18,752					0		21,633
1	1.0300	19,314					1		22,282
2	1.0500	19,689					2		22,715
3	1.0700	20,064					3		23,148
4	1.0900	20,439					4		23,580
5	1.1100	20,814					5		24,013
6	1.1300	21,189					6		24,445
7	1.1500	21,564					7		24,878
8	1.1700	21,939					8		25,311
9	1.1900	22,314					9		25,743
10	1.2100	22,690					10		26,176
11	1.2300	23,065					11		26,609
12	1.2500	23,440					12		27,041
13	1.2700	23,815					13		27,474
14	1.2700	23,815					14		27,474
15	1.3100	24,565					15		28,339
16	1.3100	24,565					16		28,339
17	1.3100	24,565					17		28,339
18	1.3100	24,565					18		28,339
19	1.3100	24,565					19		28,339
20	1.3500	25,315					20		29,205
25	1.3900	26,065					25		30,070

Cafeteria		
Effective 07/01/23		
Hourly Wage (2% increase)		
YEARS	STEP	RATE
1-5	1	14.09
6-10	2	14.36
11-15	3	14.60
16-24	4	14.84
25	5	15.22

APPENDIX 5

Treasurer's Office								
Effective 07/01/24 (2% increase)								
Acct Clerk I			Acct Clerk II		Acct Clerk III		Acct Clerk IV	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary
0	1.0000	39,688	0	41,192	0	42,705	0	46,867
1	1.0300	40,879	1	42,427	1	43,986	1	48,273
2	1.0500	41,673	2	43,251	2	44,841	2	49,210
3	1.0700	42,466	3	44,075	3	45,695	3	50,148
4	1.0900	43,260	4	44,899	4	46,549	4	51,085
5	1.1100	44,054	5	45,723	5	47,403	5	52,022
6	1.1300	44,848	6	46,546	6	48,257	6	52,960
7	1.1500	45,641	7	47,370	7	49,111	7	53,897
8	1.1700	46,435	8	48,194	8	49,965	8	54,834
9	1.1900	47,229	9	49,018	9	50,819	9	55,772
10	1.2100	48,023	10	49,842	10	51,673	10	56,709
11	1.2300	48,816	11	50,666	11	52,528	11	57,646
12	1.2500	49,610	12	51,489	12	53,382	12	58,584
13	1.2700	50,404	13	52,313	13	54,236	13	59,521
14	1.2700	50,404	14	52,313	14	54,236	14	59,521
15	1.3100	51,991	15	53,961	15	55,944	15	61,396
16	1.3100	51,991	16	53,961	16	55,944	16	61,396
17	1.3100	51,991	17	53,961	17	55,944	17	61,396
18	1.3100	51,991	18	53,961	18	55,944	18	61,396
19	1.3100	51,991	19	53,961	19	55,944	19	61,396
20	1.3500	53,579	20	55,609	20	57,652	20	63,270
25	1.3900	55,167	25	57,256	25	59,360	25	65,145
27	1.4300	56,754	27	58,904	27	61,069	27	67,020

Custodial/Maintenance
Effective 07/01/24 (2% increase)

Custodian			Head Custodian		Semi-Skilled Maint		Skilled Maint	
Step	Index	Salary	Step	Salary	Step	Salary	Step	Salary

0	1.0000	38,922	0	41,645	0	40,298	0	44,380
1	1.0300	40,090	1	42,894	1	41,507	1	45,712
2	1.0500	40,869	2	43,727	2	41,313	2	46,599
3	1.0700	41,647	3	44,560	3	43,119	3	47,487
4	1.0900	42,425	4	45,393	4	43,925	4	48,375
5	1.1100	43,204	5	46,226	5	44,731	5	49,262
6	1.1300	43,982	6	47,059	6	45,537	6	50,150
7	1.1500	44,761	7	47,892	7	46,342	7	51,037
8	1.1700	45,539	8	48,725	8	47,148	8	51,925
9	1.1900	46,318	9	49,558	9	47,954	9	52,813
10	1.2100	47,096	10	50,391	10	48,760	10	53,700
11	1.2300	47,875	11	51,224	11	49,566	11	54,588
12	1.2500	48,653	12	52,056	12	50,372	12	55,475
13	1.2700	49,431	13	52,889	13	51,178	13	56,363
14	1.2700	49,431	14	52,889	14	51,178	14	56,363
15	1.3100	50,988	15	54,555	15	52,790	15	58,138
16	1.3100	50,988	16	54,555	16	52,790	16	58,138
17	1.3100	50,988	17	54,555	17	52,790	17	58,138
18	1.3100	50,988	18	54,555	18	52,790	18	58,138
19	1.3100	50,988	19	54,555	19	52,790	19	58,138
20	1.3500	52,545	20	56,221	20	54,402	20	59,913
25	1.3900	54,102	25	57,887	25	56,014	25	61,689
27	1.4300	55,659	27	59,553	27	57,626	27	63,464

Boiler License -\$416.00 per Year	
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<p>Field House custodial position receives a \$0.75 per hour differential</p>
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260-Day Secretaries		
Effective 07/01/24 (2% increase)		
SECRETARY III		
Step	Index	Salary
0	1.0000	38,181
1	1.0300	39,326
2	1.0500	40,090
3	1.0700	40,853
4	1.0900	41,617
5	1.1100	42,380
6	1.1300	43,144
7	1.1500	43,908
8	1.1700	44,671
9	1.1900	45,435
10	1.2100	46,199
11	1.2300	46,962
12	1.2500	47,726
13	1.2700	48,489
14	1.2700	48,489
15	1.3100	50,017
16	1.3100	50,017
17	1.3100	50,017
18	1.3100	50,017
19	1.3100	50,017
20	1.3500	51,544
25	1.3900	53,071
27	1.4300	54,598

Head Building Secretary			
Effective 07/01/24 (2% increase)			
Head Building Secretary			
210-Day			
Step		Index	Salary
0		1.0000	30,271
1		1.0300	31,180
2		1.0500	31,785
3		1.0700	32,390
4		1.0900	32,996
5		1.1100	33,601
6		1.1300	34,207
7		1.1500	34,212
8		1.1700	35,418
9		1.1900	36,023
10		1.2100	36,628
11		1.2300	37,234
12		1.2500	37,839
13		1.2700	38,445
14		1.2700	38,445
15		1.3100	39,656
16		1.3100	39,656
17		1.3100	39,656
18		1.3100	39,656
19		1.3100	39,656
20		1.3500	40,866
25		1.3900	42,077
27		1.4300	43,288

Regular 210 Day Secretary			
Effective 07/01/24 (2% increase)			
Step		Index	Salary
0		1.0000	27,477
1		1.0300	28,301
2		1.0500	28,851
3		1.0700	29,400
4		1.0900	29,950
5		1.1100	30,499
6		1.1300	31,049
7		1.1500	31,599
8		1.1700	32,148
9		1.1900	32,698
10		1.2100	33,247
11		1.2300	33,797
12		1.2500	34,346
13		1.2700	34,896
14		1.2700	34,896
15		1.3100	35,995
16		1.3100	35,995
17		1.3100	35,995
18		1.3100	35,995
19		1.3100	35,995
20		1.3500	37,094
25		1.3900	38,193
27		1.4300	39,292

Library Clerks – 188 Days						
Effective 07/01/24 (2% increase)						
Library Clerk I and Educational Assistants				Library Clerk II and Teaching Assistants		
Step	Index	Hourly		Step	Hourly	
0	1.0000	14.61		0	15.54	
1	1.0300	15.05		1	16.01	
2	1.0500	15.34		2	16.32	
3	1.0700	15.63		3	16.63	
4	1.0900	15.92		4	16.94	
5	1.1100	16.21		5	17.25	
6	1.1300	16.51		6	17.57	
7	1.1500	16.80		7	17.88	
8	1.1700	17.09		8	18.19	
9	1.1900	17.38		9	18.50	
10	1.2100	17.68		10	18.81	
11	1.2300	17.97		11	19.12	
12	1.2500	18.26		12	19.43	
13	1.2700	18.55		13	19.74	
14	1.2700	18.55		14	19.74	
15	1.3100	19.14		15	20.36	
16	1.3100	19.14		16	20.36	
17	1.3100	19.14		17	20.36	
18	1.3100	19.14		18	20.36	
19	1.3100	19.14		19	20.36	
20	1.3500	19.72		20	20.99	
25	1.3900	20.30		25	21.61	
27	1.4300	20.89		27	22.23	

Cafeteria									
Effective 07/01/24 (2% increase)									
188 Days									
COOKS							MANAGERS		
Step	Index	Salary					Step		Salary
0	1.0000	19,127					0		22,066
1	1.0300	19,701					1		22,728
2	1.0500	20,083					2		23,169
3	1.0700	20,466					3		23,610
4	1.0900	20,848					4		24,052
5	1.1100	21,231					5		24,493
6	1.1300	21,613					6		24,934
7	1.1500	21,996					7		25,376
8	1.1700	22,378					8		25,817
9	1.1900	22,761					9		26,258
10	1.2100	23,143					10		26,700
11	1.2300	23,526					11		27,141
12	1.2500	23,908					12		27,582
13	1.2700	24,291					13		28,024
14	1.2700	24,291					14		28,024
15	1.3100	25,056					15		28,906
16	1.3100	25,056					16		28,906
17	1.3100	25,056					17		28,906
18	1.3100	25,056					18		28,906
19	1.3100	25,056					19		28,906
20	1.3500	25,821					20		29,789
25	1.3900	26,586					25		30,672
27	1.4300	27,351					27		31,554

Cafeteria		
Effective 07/01/24 (2% increase)		
Hourly Wage		
YEARS	STEP	RATE
1-5	1	14.37
6-10	2	14.65
11-15	3	14.89
16-24	4	15.14
25	5	15.52
27	6	15.91

4167. 06 -- Good faith refusal to work under dangerous conditions

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

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

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

FOR YOUR INFORMATION

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

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

WEINGARTEN RIGHTS

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

C.

OAPSE #179 SICK LEAVE TRANSFER NOTICE

_____, who works at _____
(Name) (Building)

is about to exhaust his/her accumulated sick leave and has requested the transfer of sick leave from any employee willing to transfer one or more days. It is estimated that _____ days will be needed.

Any employee wishing to transfer accumulated sick leave should complete the form below and return it to the Treasurer. A transfer which would reduce the donor employee below 30 accumulated days will not be implemented.

.....
Sick Leave Authorization

I, _____ authorize the transfer of _____ hour(s) [not to exceed forty hours] of my accumulated sick leave to _____.

Employee Signature

Social Security Number

Date
