02-11-15
14-MED-05-0720
0295-02
K31925

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
OF THE SPRINGFIELD CITY
SCHOOL DISTRICT**

AND

**TEAMSTERS LOCAL
UNION NO. 284**

Effective September 1, 2014 through August 31, 2017

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE
SPRINGFIELD CITY SCHOOL DISTRICT

AND

TEAMSTERS LOCAL UNION NO. 284

Effective September 1, 2014 through August 31, 2017

PREAMBLE

This Agreement is made and entered into by and between the Board of Education of the Springfield City School District, hereinafter referred to as Employer and Teamsters Local Union No. 284, hereinafter referred to as Union, for the purpose of setting forth the wages, hours and other terms and conditions of employment of the employees covered by this Agreement and by providing for the peaceful adjustment of grievances which may arise.

The Employer and the Union recognize that the welfare of the children of the Springfield City School District is paramount in the operation of the schools and will be promoted by both parties.

INDEX

Bulletin Boards 5
Dues Check-Off 17
Duration of Contract 19
Field Trips 13
Grievance Procedure 2
Hours of Work/Overtime 7
Insurance 15
Job Classifications 6
Layoff and Recall 8
Leaves 8
- Assault 12
- Canceled School Days 11
- Death in Family 9
- Disability 9
- Family/Medical 13
- Legal Process 10
- Maternity/Child Care/Paternity 11
- Military 12
- Personal 9
- Sick 8
- Union 12

Longevity 14
Management Rights 5
Mileage 13
Negotiations Dispute Resolution Procedure 19
Probationary Employees 6
Salary Schedule 13
Seniority 8
Severance Pay 9
Strike Clause 6
Tuition Reimbursement 18

ARTICLE 1
Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all full and part time Educational Interpreters/Tutors for the Deaf (E.I.D.T.) and ADA interpreters for hearing impaired employees employed by the Springfield City School District, but excluding casual employees or all other employees of the Springfield City School District as set forth in the certification issued by the State Employment Relations Board in Case No. 94-REP-03-0046.

ARTICLE 2
Nondiscrimination

There shall be no discrimination, intimidation or harassment by the Employer or the Union against any Employee on the basis of or as a result of such Employee's race, color, creed, sex, national origin, age, religion, handicap, union membership or non-membership, or political affiliation.

ARTICLE 3
Representation

Union Activities – Visitation – Steward – Miscellaneous Matters

A. There shall be no unauthorized Union activity of any kind and no distribution of any literature or other writings or employee meetings of any kind on the Employer's premises except conferences called and conducted by the Employer, or meetings of Union stewards and employees held on the premises for the purpose of investigating or processing grievances pursuant to the Grievance Procedure, it being understood and agreed that such meetings shall not in any way interfere with the operations of the Employer or with the work of any employee. All other Union activity of any type, kind or description shall be conducted by employees during their non-working time off of the Employer's premises.

Except as provided herein, employees shall not be compensated for time spent in engaging in Union activities of any type, kind or description including, but not limited to, processing grievances or engaging in negotiations.

B. The Business Representative of the Union or the designee shall be permitted access to the Employer's work areas between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, after notification to the Employer's Assistant Superintendent, or his/her designee, for the purpose of ascertaining whether or not this Agreement is being observed by the parties and to attend conferences called and conducted by the Employer pursuant to the Grievance Procedure as provided for herein. Such visits shall be subject to the general rules of the Employer applicable to non-employees and shall not interfere with the work of any employee or the operations of the Employer. The Assistant Superintendent, or his/her designee, shall have the right to accompany the Union's Business Representative at all times while in such work areas.

C. The Employer recognizes the right of the Union to designate a steward and an alternate. The authority of the steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

Stewards shall adhere to the following procedures in the processing of grievances.

1. Before leaving work to process a grievance, a steward shall first request from his immediate supervisor or other designated supervisor and obtain permission to leave his job. The steward shall indicate to the supervisor the reason for the request and the locations to which he is going. Permission will be granted based upon the needs of the steward's department and his own work schedule.

2. When it becomes necessary for a steward to enter a department or areas supervised by a supervisor other than his own, he shall report first to the supervisor in charge of such area and advise the supervisor of the purpose of his being there and shall request permission to enter. Permission will be granted based upon the needs of the department or area and the work schedule of the employee whom the steward wishes to contact.

3. Stewards and employees shall indicate on their time records all work time spent processing grievances. No steward or employee shall suffer a loss of pay for the time spent processing grievances provided that of any steward or employee such time does not exceed ten (10) minutes per grievance and further provided that no more than one (1) hour per month is spent processing grievances.

Stewards shall process grievances with proper regard for the Employer's operational needs, and shall cooperate, in good faith, with the Employer in keeping to a minimum the time lost from work due to grievance handling.

ARTICLE 4
Grievance Procedure

A "grievance" is a dispute between the Employer and an employee represented by the Union, whether or not such employee is a member of the Union, or between the Union and the Employer, as hereinafter provided, concerning the interpretation, application of, or compliance with, any provision of this Agreement. When any such grievance arises, the following steps shall be observed:

Step 1. Any employee having a grievance shall take it up orally with his/her immediate supervisor, either alone or accompanied by his/her steward, if the employee so wishes. Any such grievance shall be presented within seven (7) working days after the employee has knowledge of the event, but no later than fourteen (14) calendar days after the occurrence of the event, upon which his/her grievance is based or ten (10) calendar days if the grievance alleges a wrongful layoff or recall. The supervisor shall give his answer to the employee and the employee's steward within five (5) working days after the grievance has been presented to him/her. The supervisor's answer may be given orally or in writing.

Step 2. If the Employer's answer is not accepted under the procedures set forth in Step 1, the grievance shall be reduced to writing, shall be signed by both the employee and his/her steward, and shall be filed with the Superintendent or designee within seven (7) working days after the employee's supervisor has given his Step 1 answer to the employee and his/her steward. The written grievance so filed must be dated and must state the alleged facts on which the grievance is based, the date on which the claimed violation of this Agreement occurred, the provision of this Agreement which allegedly has been violated and the relief or remedy requested. The Superintendent or designee, the department head involved, the employee, and the Union's Business Representative or his designee, shall meet within seven (7) working days after the grievance has been filed with the Superintendent. The Superintendent, or designee, shall answer the grievance in writing within seven (7) workings days after the meeting has been held by giving a copy of the answer to the employee and by mailing a copy to the Union's Business Representative or his designee.

Step 3. If the Employer's answer is not accepted under the procedures set forth in Step 2, the Union may submit the grievance to advisory arbitration by serving written notice upon the Superintendent or designee of its intention to arbitrate the grievance within ten (10) days after receipt of the Step 2 answer.

If notice of intent to arbitrate is given in accordance with Step 3 of this Article, the grievance shall be submitted to an impartial arbitrator, unless prior to the hearing, the Union withdraws its notice of intention to arbitrate or the case is settled by mutual agreement of the parties. The Union shall request, in writing, the Federal Mediation and Conciliation Service to submit a list of nine (9) proposed arbitrators.

Within ten (10) work days after the list of arbitrators is received from the Federal Mediation and Conciliation Service, the parties shall meet for the purpose of attempting to settle the grievance and/or selecting the arbitrator to hear the dispute. If the Employer and the Union are unable to agree upon a selection from the lists provided, an arbitrator shall be selected by alternatively striking names from that list until one name remains. The individual whose name remains, after the striking process is completed, shall serve as the impartial arbitrator in the case.

The arbitrator at all times shall be governed wholly by the express terms of this Agreement and shall have no power or authority to modify or change this Agreement in any respect or to add to or take away from its terms. The decision of the arbitrator shall be in writing and shall be advisory.

The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. Any additional expenses of arbitration shall be paid by the party incurring such expenses.

Any grievance concerning the interpretation, application of or compliance with any provision of this Agreement granting the Union some specific right or benefit as distinguished from those presented by employees or any grievance which applies to all employees equally shall be presented directly by the Union to the Employer by sending a written statement of the

grievance to the Assistant Superintendent. The Union may initially present such grievance at Step 2 of the Grievance Procedure within three (3) working days after an officer or other representative of the Local Union has knowledge of the alleged act or omission giving rise to the grievance, but no later than ten (10) calendar days after the occurrence of the alleged act of omission giving rise to the grievance.

The time limitations provided in this Article may be extended by written mutual agreement of the Employer and the Union. Working days as used in this Article shall not include Saturdays or Sundays and shall not include holidays. Any grievances not presented in a timely manner for disposition at any step of the Grievance Procedures shall be considered as wholly abandoned. Any grievance not answered in a timely manner by the Employer at any step of the Grievance Procedures shall proceed automatically to the next step.

ARTICLE 5
Agreement

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

B. This collective bargaining agreement supersedes and cancels all previous agreements, commitments and policies applicable to employees represented by the Union, whether verbal or written or based upon past practice, and constitutes the entire agreement between the parties hereto and the employees represented by the Union.

C. No agreement, alteration, variation, waiver, or modification of any of the terms or conditions contained in this Agreement shall be made by any employee or group of employees with the Employer, and no amendment or revision of any of the terms and conditions contained herein shall be binding upon the parties hereto unless executed in writing by them.

D. The waiver of any expressed breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein.

E. Any provision of this Agreement which is held by the final order of any court or administrative agency of competent jurisdiction to be in violation of or contrary to any law or regulation, now effective, or which may become effective during the term of this Agreement, shall be considered void.

F. In the event a provision of this Agreement is found to be contrary to any law or regulation by a court or administrative agency of competent jurisdiction, the parties shall meet within thirty (30) days of such order for the purpose of negotiating a lawful alternative to the voided provision(s).

ARTICLE 6
Bulletin Boards

The Employer agrees to provide suitable space on a bulletin board in a mutually agreeable site within each school building. The Union shall limit its use of the bulletin board space to official Union business, such as meetings notices and Union bulletins.

ARTICLE 7
Labor/Management Committee

In the interest of sound personnel relations, a joint committee of no less than two (2) or more than three (3) members from each party will convene from time to time for the purpose of discussing subjects of mutual concern. The committee shall not act on grievances but may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Labor/Management meetings shall be scheduled during normal working hours. Any Union representative or Union steward may attend the meetings.

ARTICLE 8
Management Rights Clause

Except as otherwise expressly provided in this Agreement, the Employer reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable state and federal law, to manage, direct, and control the operations of the District. These rights include, but are not limited to, such areas of discretion or policy as described below:

A. The determination of qualifications and standards for employees.

B. The hiring, promotion, assignment, transfer, direction, evaluation and layoff of employees.

C. The suspension or discharge for just cause or other disciplinary action against employees or release of employees in their initial probationary period.

D. The determination of methods, processes, means and personnel by which the employer's operations are to be conducted.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 9
No Strike/No Lockout

The Union agrees for itself, its agents, representatives and members that during the life of this collective bargaining agreement neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist any strike, sympathy strike, partial strike, slowdown, or other interruption of work for any cause whatsoever or interference of any kind with the Employer's operations, deliveries and suppliers.

The Employer agrees that during the life of this collective bargaining agreement, there shall be no lockout for the purpose of bringing pressure on employees or the Union to compromise or capitulate to the Employer's terms regarding a labor dispute. It is understood that no lockout shall be deemed to exist due to any cessation or reduction of operations (including temporary or permanent layoffs) in whole or in part for economic or business reasons or because of situations beyond the control of the Employer which render continued operations impractical.

ARTICLE 10
Probationary Employees

Employees shall be considered probationary employees for the first ninety (90) days of their employment in this bargaining unit. During this probationary period the employee shall have no seniority rights and may be laid off, disciplined, or released at the Employer's discretion. Such action taken by the Employer shall not be made the subject of any grievance. Upon the successful completion of the probationary period, the employee shall be given seniority back to the date of his/her employment and shall thereafter be deemed to be a "regular" employee. As used herein, the employee's date of employment shall be the effective date when the employee actually commences work as specified in the District's payroll records.

ARTICLE 11
Job Classifications

The Employer shall retain the sole discretion in determining job classifications and duties of the work force. In the event a new job classification is established or the content of an existing job classification is substantially changed, the Employer shall advise the Union and shall indicate to the Union the wage rate proposed for the new or changed job classification. Unless the Union requests to negotiate a different rate within ten days after receipt of such notice, the proposed rate shall be maintained for the duration of this Agreement. If the Union requests to negotiate a different rate, the parties will meet at the earliest mutually convenient time for such purposes. The Employer may fill a new job classification at the proposed rate until such time as the Employer and the Union mutually agree on some other rate.

ARTICLE 12
Bargaining Unit Work

For the duration of this Agreement all interpreting required to meet the educational needs of students done during regular school hours or to meet the ADA accommodation requirements for an employee during regular work hours shall be done by bargaining unit members. Any interpreting required to meet the curricular, extra curricular or other needs of students outside required school hours may be offered to employees in the discretion of the administration. The foregoing shall not limit the discretion of the administration to use parents or other family members to aid in communication for students during the regular school day in absence of the employee normally assigned to work with a student and the unavailability of a qualified substitute or to meet the extra curricular or other needs of students so long as they are not compensated for their efforts.

ARTICLE 13
Hours of Work and Overtime

The normal workweek for regular full-time employees shall be no less than thirty-five (35) hours or more than forty (40) hours in a workweek. Any employee scheduled during the regular school day for 6.5 hours, not including lunch, per day and 32.5 hours per week will be considered full time. Nothing contained herein shall be considered a guarantee of employment of or pay for any particular number of hours per day or per week and shall not be considered to limit the number of hours which any employee may be scheduled to work. All bargaining unit employees shall be given 48 hours advance notice of mandatory overtime.

The Employer shall determine the work schedule, including the starting, break and quitting times, in accordance with the needs of the District. Employees shall be schedule to work 180 days annually except employees assigned as ADA interpreters who may be required to work additional days.

If an employee is off the school premises and is required to return during non-working hours, that employee shall receive a minimum guarantee of two (2) hours pay (straight time). Only hours actually worked count for overtime purposes.

All hours worked in excess of forty (40) hours in a work week shall be paid at one and one half times the employee's regular hourly rate. All hours worked on Saturday shall be paid at one and one half times the employee's regular hourly rate. All Sunday work shall be done strictly on a voluntary basis.

Employees who are unable to work as scheduled will notify their supervisors of the fact as early as possible.

Employees asked to transport students in their own automobiles will be covered under the District liability insurance – the employee's private insurance is primary.

ARTICLE 14
Seniority

For the purpose of this Agreement, seniority shall be defined as the length of continuous service as an E.I.D.T. in the Springfield City School District, including periods of leave or layoff of two (2) years or less.

The Employer agrees to provide the Employees and the Union with an updated seniority list at the start of each school year.

Within thirty (30) days after this Agreement is executed, the Employer shall provide the Union with a seniority list showing the respective dates of employment. This list shall be deemed conclusive for all purposes unless the Union and/or any employee files a grievance claiming that the list contains errors or omissions within thirty (30) days after it is provided to the Union.

ARTICLE 15
Layoff and Recall

In the event of a layoff of E.I.D.T. employees, the lease senior employees shall be laid off first. Laid-off employees shall have recall rights to permanent openings as E.I.D.T. by seniority, for a period of two (2) years. Employees who are laid off shall be offered work as substitute E.I.D.T.s before non-bargaining unit members, on a call first basis. Substitute work by bargaining unit members shall be done without affecting their standing on the recall list.

Nothing in the Agreement shall prohibit or restrict the Employer from employing substitutes or students as business needs dictate or from making temporary appointments to fill vacancies caused by the absence of employees on approved leave.

Any interpreter who was recently or in the life of the contract reduced in force shall be paid at their current step up to lowest step of any regular interpreter for any substitute work.

ARTICLE 16
Leaves and Related Matters

A. Sick Leave. Each employee shall receive fifteen (15) paid sick leave days per year. Sick leave shall be accumulated to a maximum of one hundred fifteen percent (115%) of the annual number of days an employee is scheduled to work per Board minutes.

All employees who retire from the Springfield City School District after ten (10) years of service with a state political retirement (defined as being retirement based on active service, not disability, and the filing and approval of an application for retirement by the Ohio State Retirement system) elect to be paid for his/her accrued sick leave credit with the following limitations:

1. Payment shall be based upon the employee's hourly rate of pay at the time of retirement.

2. Severance pay shall be paid for one-fourth (¼) of the first 120 days and ten percent (10%) of the accrued but unused sick leave above the first 120 days up to a maximum of 44 days pay.

3. Receipt of such payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

B. Illness or Disability Leave. In accordance with the provision of the Ohio Revised Code, Section 3319.13, the Employer shall, upon written request of a regular employee, grant a leave of absence, for a period of not more than two (2) consecutive years with illness or other disability, as the reason for the request. This provision is not intended to limit other requirements of Section 3319.13.

C. Absence Due to Death in Family. Employees shall be granted up to five (5) days in each school year, not deductible from sick leave, for bereavement due to death of the employee's mother, father, child, spouse, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law (including step relatives).

If additional time for bereavement is needed, employees may use sick leave for absence due to death of the employee's father, mother, brother, sister, son, daughter or spouse.

Additional days of paid absence deducted from sick leave may be granted at the discretion of the Superintendent or his designee in extenuating circumstances.

D. Personal Leave. Three (3) days of personal leave per year with pay shall be available to each regular employee who has completed his or her probationary period. The personal leave day's year commences on the first day of school and end last day of school year. Personal leave, except by special permission of the Assistant Superintendent, shall not be used the day before or the day after schools are closed for a holiday. A day is equivalent to a normal workday for the specific employee.

Notification shall be given to the building principal or immediate supervisor forty-eight (48) hours in advance unless circumstances make it impossible to comply.

The following reasons qualify for use of personal leave:

1. Personal business which cannot be performed at any other time – reasons must be specified.
2. Religious holidays not included in the school calendar.

3. College/high school graduation in the immediate family, if employee's assigned work shift conflicts.

4. Funeral of a close friend or a member of the employee's family for which bereavement or sick leave cannot be used.

5. Extension of sick leave for funerals because of special circumstances, i.e., travel distance.

6. Adverse travel conditions, such as snow, accident, mechanical breakdown if the employee is out of town.

7. Emergency to property of employee or immediate family, i.e., flooding, storm, fire, etc.

8. Attendance at an official work connected meeting not covered by the professional leave policy.

9. Other reasons for personal leave may be approved at the discretion of the Superintendent, depending upon the merit and emergency of the situation.

Personal leave is not to be considered or used for recreation, entertainment, amusement, hunting, fishing, shopping, or as a paid holiday or paid day of vacation.

Personal leave shall not be cumulative and must be used in increments of no less than one-half (½) day at a time. At the end of each school year (June 30) up to two (2) days of unused personal leave will be converted to sick leave and added to employee's sick leave accrual.

Payment for the day of personal leave claimed under this Article will not be denied unless the reason given clearly violates the terms and spirit of this Article.

Falsification of a statement is grounds for suspension or termination of employment under Section 3319.081 of the Revised Code and applicable Civil Service Provisions.

This policy shall not infringe upon the right of an employee to be granted non-paid leave at the discretion of the Assistant Superintendent.

E. Legal Process Absence.

1. Absence in Response to Subpoena - (employee not a party to court case or administrative hearing.) Statement must be signed by the employee and filed with the Treasurer stating that either (a) no compensation was received as a result of the court appearance, or (b) compensation was received in the amount shown.

The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, shall be remitted to the office of the Treasurer before the end of the current pay period. Adherence to this regulation will result in no loss of salary.

2. Absence in Response to Jury Summons. There shall be no loss of salary if (a) the employee signs a statement and files same with the Treasurer immediately upon return from jury duty stating that compensation was received in the amount shown, and (b) the employee remits the compensation received to the office of the Treasurer before the end of the current pay period.

3. Absence when Party to Court Action. In the event of absence from duty for any court hearing or administrative hearing in which the employee is a party, the employee may apply for approval of personal leave as outlined in Article 16D.

F. Canceled School Days. When schools (individual buildings or the entire District) are not in session due to emergency cancellation by the Superintendent of Schools, employees not required to work will not be paid. If missed days are made up at the end of the school year (or at some other time), employees will be required to attend on those make-up days and will be paid for such days at their regular rate of pay.

G. Maternity/Child Care/Paternity Leaves of Absence.

1. Maternity or Child Care Leave of Absence. A leave of absence for maternity or childcare, without pay, shall be granted to any employee who has completed his/her probationary period.

(a) An employee may request a leave of absence without pay for the purpose of maternity or childcare. The written request must be submitted to the Assistant Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situations. The request shall state the anticipated length of absence desired by the employee.

(b) The duration of a maternity or childcare leave of absence shall be no longer than two (2) years, but may be renewed by the Board upon request of the employee. The employee shall notify the Assistant Superintendent of intent to return from leave no later than July 10, if the intent is to return for the ensuing school year. The right to return from leave other than the beginning of the school year shall be dependent upon an available opening in the employee's job classification.

(c) Maternity or childcare leave requested and granted shall be curtailed or terminated if requested by the employee prior to the expiration of the full term for which the Board granted the leave, in case of circumstances eliminating the necessity for such leave, as soon as a position in the employee's job classification becomes available.

(d) Employees shall have the right to continue to participate in all fringe benefit programs at the employee's expense during the leave period subject to approval of the carrier(s) involved.

2. Paternity Leave. Paternity leave up to three (3) days shall be granted to fathers at the time of the birth or adoption of the child or premature termination of pregnancy and shall be deducted from sick leave.

H. Assault Leave. Any employee who must be absent from his/her duties due to physical disability resulting from an assault by a student or the parent or legal guardian of a student of this system, while on duty and engaged in school-related activities, on or off school premises, before, during or after school hours, will be paid his or her full scheduled compensation for a maximum period of fifteen (15) days. Assault shall be defined as intentional physical touching. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "Assault Leave."

Before Assault Leave can be approved, the employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration, which has been signed by a physician licensed in the State of Ohio.

Falsification of either the written signed statement of the events or circumstances surrounding the assault or the physician's statement shall be grounds for suspension or termination of employment.

Assault Leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee or any other leave to which the employee is entitled. Assault Leave benefits shall not be paid if Workers' Compensation benefits are paid to the employee.

The Board may require an examination by, and a certificate from a licensed physician, chosen and paid by the Board, that the employee was disabled from performance of any duties which the employee is qualified to perform and the nature and duration of such disability.

I. Military Leave. Military leave will be granted in compliance with the Ohio Revised Code.

J. Severance Pay. See Sick Leave, Section A.

K. Union Leave. The bargaining unit may be granted up to a total of forty (40) hours paid Union Leave annually for the purpose of attending conventions, educational meetings or conferences, provided that no more than one (1) employee is off work at a time. The Union shall give two (2) weeks advance notice to the Employer for the use of Union Leave.

L. Family/Medical Leave. Any employee who needs leave as provided in the Family and Medical Leave Act of 1993, in accordance with the policies and regulations of the Board of Education, may elect to take such leave if the employee is eligible for such leave under federal law. If an employee elects to use Family/Medical Leave, the leave will be based upon the federal law and established Board policy and not on the leave provisions of this collective bargaining agreement.

M. Mileage. Employees required to use his/her car on official school business shall be compensated at the current Springfield City School mileage rate.

N. Field Trip Payments. Employees participating on overnight field trips will be compensated their regular daily hours per day for each full day, plus six and one-half (6½) hours on evenings that includes overnight.

O. Out-of-District Trips. Employees shall be paid pick-up point to drop-off point for all out-of-District trips that are not overnight.

P. Salary Schedule.

All Interpreters shall be paid pursuant to the salary schedule detailed below. The schedule represents a 2% increase in 2014/15, 2015/16 and 2016/17 school years respectively. In addition, for each of the school years in question, each bargaining unit member shall receive a signing bonus in the amount of One Thousand Dollars ($1,000.00), payable on the second payroll in September. The bonus shall be issued by separate check and the monthly tax table shall be used to calculate the taxes due on the bonus.

Step	09/01/2014-08/31/2015	09/01/2015-08/31/2016	09/01/2016-08/31/2017
0	$18.82	$19.20	$19.58
1	$19.03	$19.41	$19.80
2	$19.24	$19.62	$20.01
3	$19.44	$19.83	$20.23
4	$19.68	$20.07	$20.47
5	$19.88	$20.28	$20.68
6	$20.10	$20.51	$20.92
7	$20.31	$20.71	$21.13
8	$20.52	$20.93	$21.35
9	$20.75	$21.16	$21.58
10	$20.97	$21.39	$21.82
12	$21.19	$21.61	$22.04
13	$21.34	$21.77	$22.20
15	$21.66	$22.10	$22.54
17	$21.93	$22.37	$22.82

Q. Pay Schedule. Any employee pay will be on a year round basis and the pro-rated procedures will be the decision of the Payroll Department.

R. Longevity. Employees will receive hourly longevity pay which will be added to the base hourly rates. Longevity rates are not cumulative but are added on a replacement basis.

	Effective 9-1-09
After 6 years	30 cents
After 10 years	35 cents
After 15 years	40 cents
After 20 years	45 cents
After 25 years	50 cents

S. Teacher Absence. Employees asked to cover a classroom for an absent teacher in a situation where no other certificated employee is present, he or she shall be entitled to a wage premium of $.50 per hour.

T. Notice of Retirement Incentive. If an employee submits his/her written notice to the Board of Education of the employee's retirement through STRS by November 1st of the school year in which the employee is going to retire, the Board of Education shall pay to the employee a stipend in the amount of one thousand dollars ($1,000).

U. Attendance Bonus: Each full-time employee who works as scheduled without using any paid sick leave or any unpaid leave during each of the following increments shall be paid One Hundred Fifty Dollars ($150) per increment no later than the second pay following the end of the increment:

1) The first paid day of the school year through November 30;

2) December 1 through the last day of February;

3) March 1 through the last paid day of school;

If the employee receives the incentive for all three increments, the employee shall also be paid an additional incentive of One Hundred Fifty Dollars ($150) to be paid with the third increment. This incentive shall be prorated for employees employed less than full-time.

ARTICLE 17
Work Schedule for Educational Interpreters for the Deaf

Employees who work in service of the Springfield City School District, shall be paid for the following days:

Holidays. The holidays granted without loss of pay to all qualified employees shall be as follows:

New Years Day	COTA
Presidents' Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving (in lieu of Veterans Day)
Memorial Day	Christmas

Employees, in order to qualify for holiday pay, shall work the entire scheduled workday immediately before and immediately after such holiday or is properly excused from work.

ARTICLE 18
STRP Pickup

Each employee's salary shall be reduced in an amount equal to the employee's contribution to the School Teacher's Retirement System and paid to STRS on behalf of the employee.

ARTICLE 19
Insurance

Medical Insurance

A. During the life of this Agreement, the following medical insurance program shall be available for each regular, full-time employee who regularly works 32 hours or more per week, five consecutive days per week and whose annual length of employment is thirty-six (36) weeks or more:

1. Except as provided hereafter, the Board will pay 87% of the total monthly cost of the health plan and the interpreters will pay by payroll deduction 13% of the total monthly cost during the term of this Agreement.

2. The foregoing insurance shall be provided to eligible, requesting employees in the bargaining unit who make application for such insurance and who are on the active working payroll at the ratification date, and who have completed their probationary period on or before the effective date of the insurance. Eligible employees, who have not completed such probationary period on or before the effective date of the insurance, shall have such insurance become effective on the first day of the month after they complete such probationary period providing the employee makes application for such insurance. Employees who have

completed the probationary period but who are not on the active working payroll on the effective date, shall have such insurance become effective on the first day of the month after they return to work on the active working payroll, providing the employee requests such insurance.

3. All medical insurance provided pursuant to this Agreement shall be in accordance with the "Specifications-Employee Group Insurance" issued by the Board and shall be subject to the conditions set forth in any insurance contract secured by the employer pursuant to such specifications.

4. The foregoing medical insurance shall be in effect for any qualified employee during any period when such employee is on the active payroll, absence due to illness, or for employees working only during the regular school year and not working during the summer break period, until such employees either resign their employment status or fail to return to active working status at the commencement of the next following school year.

5. Employees qualifying for a leave of absence under Article 16, Section B, of this Agreement shall have the Board's contribution to medical insurance continue for a period of a maximum of three months after all sick leave benefits have been used. After the three months of extended insurance benefits, employees qualifying for a leave of absence may continue to carry Board insurance at their own expense for a period not to exceed their leave of absence.

B. The medical insurance program described in subparagraph A above shall be extended to regular part-time employees scheduled to work at least twenty (20) hours per week for at least thirty-six (36) weeks annually on the following basis:

1. The Board will contribute towards the payment of either single or family costs to an amount equal to two-thirds (66.67%) of the Board's contribution for comparable coverage for full-time employees.

Insurance Committee

A District Health Insurance Committee composed of an equal number of administrators and bargaining unit employees, including teachers appointed by their Association, staff employees appointed by SEUSS/OEA/NEA and hearing interpreters appointed by the Teamsters shall meet at least quarterly during the school year to review and discuss the District's health insurance plan and the costs associated therewith. The Committee meetings shall be for the purpose of reviewing alternative health insurance plans. The parties agree that if the Michigan Conference of Teamsters Plan is selected, this insurance article will be opened for the purpose of negotiating the single and family premium contribution rates.

If the premium increases for the health insurance plan will be five percent (5%) or less, and the committee does not recommend a change in plan or the parties do not mutually agree to a change in the health insurance plan, then the plan in effect at the renewal period shall remain in place, and the Board will continue to pay its portion of the health insurance premium in accordance with the allocations set forth in Paragraph 1 of Section A. If the premium increase

for the health insurance plan will be more than five percent (5%), unless changes are made to the plan to bring the premium increase under five percent (5%), then the first five percent (5%) of the increase shall be split in accordance with the allocations set forth in Paragraph 1 of Section A and the remaining increase shall be split equally between the Board and the employee.

If SEUSS agrees, the above language will be modified as set forth below. If there is no agreement, then the current language will stay in full force and effect.

Beginning January 1, 2015, there will be a reserve floor set at $2.4 million. If the insurance increases for the premium year are quoted at more than 5%, then the insurance committee must use any reserve in excess of the floor to buy down the premiums to no more than a 5% increase. If there is no reserve, or there is an insufficient reserve to buy down the premiums to the 5% requirement, then any premium costs in excess of the 5% are split 50/50 between the employees and the Board of Education. If the reserve is below the $2.4 million floor, then the premiums for the following plan year must include sufficient amounts to bring the reserve up to the floor, and to the extent that this results in an increase above 5%, then anything over the 5% is to be split 50/50 between the employee and the Board of Education. If the insurance consultants determine that the reserve is not sufficient, then the reserve amount will be increased. If the new reserve is higher than the actual amount of dollars in the reserve, then the preceding paragraph will be enacted.

Life Insurance.

The Board shall pay for a term life insurance policy of $40,000 for each regular full time employee who works at least thirty-six (36) weeks per year.

Dental Insurance.

The Board shall purchase an approved dental insurance policy for each regular full-time employee who works at least thirty-two and one half (32.5) hours per week for thirty-six (36) weeks or more per year. The Board shall pay ninety-eight percent (98%) of the premiums. Specifications of the plan shall be made available to all bargaining unit members.

ARTICLE 20

All employees shall be responsible for completing the coursework necessary for the renewal and maintenance of any licenses issued by the State of Ohio which are necessary for the employee to be employed as an interpreter.

ARTICLE 21
Dues Check-Off

Upon receipt of a written authorization by an employee, the Employer will deduct Union dues from the employee's pay and will remit such deductions to the proper officer of the Union as directed by the Union within five (5) days of such payroll deduction. Such authorization shall continue in effect unless revoked or changed by the employee in writing.

The Union agrees to indemnify and save harmless the Employer, it's employees and agents, against any and all claims, including any legal fees or expenses incurred by the Employer, that shall arise out of or by reason of action taken pursuant to any written authorization for the deduction of Union dues, assessments and/or initiation fees.

The Employer shall notify the Union of all new hires and agrees to permit the Union to provide information to the new employees about the Union during their first two (2) weeks of employment.

ARTICLE 22
Negotiations Dispute Resolution Procedure

The parties mutually agree to the following dispute resolution procedure as an alternative to and in lieu of the dispute resolution procedure provided in Section 4117.14 of the Ohio Revised Code.

If the parties have not settled all issues for a successor agreement twenty-one (21) days before the expiration of the current agreement, the Federal Mediation and Conciliation Service shall be requested to assign a mediator to assist the parties in their further negotiations.

If the parties are unable to reach agreement by the expiration of the current agreement, or any extension thereof to which they have mutually agreed, and the parties have engaged in mediation as directed by the Federal Mediator during the 14 days immediately preceding the expiration of their current agreement, employees in the bargaining unit shall have the right to strike at or following the expiration of the contract, provided the Union has given the Board and the State Employment Relations Board a ten (10) day written notice of its intent to strike as required by Section 4117.14 of the Ohio Revised Code.

ARTICLE 23
Tuition Reimbursement

Section 1. Educational Assistance. The Employer will reimburse the cost of tuition for undergraduate or graduate courses successfully completed at an accredited college or university which are directly related to the employee's current position or to prepare the employee for promotion to another position in the District. The Employer shall also reimburse the cost of tuition for CEU credit workshops or seminars sponsored or approved by the National Association for the Deaf, or similar professional organization, providing educational opportunities for interpreters for the deaf. The Board shall allocate Two Thousand Five Hundred dollars ($2,500) per each school year for Tuition Reimbursement. These amounts shall not carry over from year to year. The maximum reimbursement shall be Three Hundred Dollars ($300) maximum per semester hour per employee. The maximum number of hours per employee applicable under this policy shall be nine (9) semester hours from July 1 through June 30.

Section 2. Eligible Restrictions. An employee will be eligible for this reimbursement only for courses enrolled in after completing one year of continuous service in the District. Reimbursement shall be limited to those college or university courses in which the employee

earns a grade of C or better (2.0 on a 4.0 point scale or equivalent) and those interpreter workshops or seminars for which CEU credit is given. The employee must still be employed in the Springfield City Schools at the time payment is made as provided in Section 4 below.

Section 3. Submission of Requests and Evidence of Completion. Requests for tuition reimbursement must be submitted by the employee to both his immediate supervisor and the Superintendent or designee for their approval prior to enrollment. Proof of satisfactory completion, by transcript or otherwise, must be submitted to Human Resources within sixty (60) days after the course is concluded.

Section 4. Payment. Provided that proof of satisfactory completion and payment have been submitted to the Human Resources office within sixty (60) calendar days after the course has concluded, reimbursement will be made. Failure to file the necessary documentation in a timely manner shall result in a forfeiture of tuition reimbursement. No reimbursement shall be paid to any employee who is not employed in the bargaining unit at the time payment is due.

If an employee leaves the employ of the Board within two (2) years of receiving tuition reimbursement under this provision, the employee shall be responsible for repaying the Board for any amounts received under this provision during that two (2) year time period. Those sums may be withheld from any wages due, which may not have yet been paid. The repayment provisions shall not apply if the employee leaves employment through termination, retirement or disability retirement.

ARTICLE 24
Duration and Termination

Except as otherwise provided herein, this Agreement shall be effective as of the 1st day of September, 2014, and shall terminate at midnight on the last day of August 31, 2017. If either the Employer or the Union desire to terminate, modify or negotiate a successor agreement, it shall: (1) serve written notice upon the other party of the proposed termination, modification, or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration date of this Agreement; (2) offer to bargain collectively with the other party for the purpose of modifying, terminating the existing agreement, or negotiating a successor agreement; and (3) notify the State Employment Relations Board of the offer, by

serving upon the Board a copy of the written notice to the other party and a copy of the existing collective bargaining agreement, without resort to strike or lockout, for a period of sixty (60) days after the party gives notice or until the expiration date of this Agreement, whichever occurs later. In the event that notification is not given by either party, this Agreement shall remain in full force and effect from year to year, however, subject to the giving of such notice sixty (60) days prior to the last day of August each year.

IN WITNESS WHEREOF, the parties have executed duplicate originals of this Agreement on the 29th day of May, 2014.

PUBLIC EMPLOYEES OF OHIO,
TEAMSTERS LOCAL #284

By:_____
President

By:_____
Business Agent

By:_____
Committee Representative

BOARD OF EDUCATION OF THE
SPRINGFIELD CITY SCHOOL DISTRICT

By:_____
Dr. David Estrop, Superintendent

By:_____
Dale R. Miller, Treasurer

By:_____
Stacey Tipler, Director of Human Resources