

**AGREEMENT**

**BETWEEN**

**THE**

**BOARD OF EDUCATION OF THE**

**SCHOOL DISTRICT OF THE**

**CITY OF DAYTON, OH**

**AND THE**

**OHIO ASSOCIATION OF PUBLIC**

**SCHOOL EMPLOYEES/LOCAL 4/AFL-CIO AND IT'S LOCAL #766**

**DAYTON EDUCATIONAL**

**INTERPRETERS ASSOCIATION**

**For the Period of**

**July 1, 2017**

**Through**

**June 30, 2020**

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**DAYTON BOARD OF EDUCATION AND THE EDUCATIONAL INTERPRETER ASSOCIATION/OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

- A. A high quality integrated education for the children of the Dayton City Schools is the paramount objective of this school district and good morale in the professional staff is vital for the accomplishment of this Objective.
- B. Except to the extent specifically modified by the terms of this CONTRACT the Dayton Board of Education (hereinafter referred to as BOARD) has all powers, rights, and reserve duties conferred on it under the provisions of the Revised Code of Ohio.
- C. Except to the extent specifically modified by the terms of this CONTRACT, the Licensed Educational Interpreters have all authority, rights, duties and responsibilities conferred upon them under the provisions of state and/or federal law and/or the standards established by the State Board of Education and by the policies of the BOARD, and the Code of Ethics for Educational Interpreters.
- D. The Licensed Educational Interpreters have the responsibility for implementing the policies of the BOARD in providing quality educational interpreting for all deaf and hard of hearing students.
- E. The BOARD has the right under Ohio law to adopt all policies regarding the governance and management of the school district.
- F. The Superintendent, the administrative staff, and the Licensed Educational Interpreters have a right to provide input and assistance to the BOARD concerning programs which will provide the best possible educational interpreting for deaf and hard of hearing students.

## **ARTICLE ONE - RECOGNITION AND ASSOCIATION RIGHTS**

### **1.01 Recognition**

The BOARD hereby recognizes the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES and its EDUCATIONAL INTERPRETERS ASSOCIATION LOCAL # 766 (hereinafter referred to as EIA) as the sole and exclusive employees' representative for the unit as hereinafter described:

*Included:* All full-time and part-time employees of the Employer in the classification of Educational Interpreter for Deaf Education.

*Excluded:* All other employees of the Employer including all confidential employees, management Employees, management employees and supervisors as defined in Chapter 4117.

### **1.02 Representation**

Employees in the classification of Educational Interpreters for Deaf Education shall hereafter be referred to as Licensed Educational Interpreters. As used in this CONTRACT, the term "Licensed Educational Interpreter" is defined as, and the employee unit covered by this CONTRACT, is defined as all educational interpreters licensed by the Ohio Department of Education as Licensed Educational Interpreters and employed by the BOARD either full-time or part-time.

### **1.03 EIA Rights**

Recognition of the EIA as the employee representative shall entitle the EIA to the following exclusive rights. Only the EIA or its affiliated or parent organizations have the following rights:

The EIA shall be able to make brief non-political announcements during School Faculty meetings. Permission to make announcements shall not be unreasonably withheld, and the EIA shall have use of the building's public address system to make non-political announcements subject to the prior approval of the Building Principal.

The EIA building representative will have the right to use individual school equipment. The use is strictly to service the legitimate business of the EIA as it relates to the membership within that building, such as the duplication of records, notices, correspondence, etc. The purpose is for internal business use of the EIA and is not for public distribution. Supplies in connection with such equipment used will be furnished or paid for by the EIA.

EIA has the right to use a school building, provided that a request is made and use arranged for in advance. Approval shall not be unreasonably denied.

The EIA has the right to place organizational Identification on its members' school mailboxes.

The EIA shall receive an advance copy of the agenda of each BOARD meeting. Such agenda shall be sent to the EIA by inter-school mail at the same time it is sent to the news media. The EIA shall also receive copies of all public documents released by the BOARD. Such documents shall be sent to the EIA by inter-school mail at the time they are released to the public. A representative of the EIA shall be permitted to address the BOARD during the hearing of the Bargaining Units.

The following information shall be provided to the EIA President following BOARD or administrative action:

The names and addresses of newly employed Licensed Educational Interpreters, as well as work locations, phone numbers and work email addresses.

Notification of all Licensed Educational Interpreters transferred from one work site to another.

The EIA has the right to participate in the initial orientation meeting for new Licensed Educational Interpreters for up to thirty (30) minutes during the employee's first week of work.

The EIA shall be serviced by the BOARD'S regular daily inter-school mail system including pickup and delivery and use of individual school mailboxes. The inter-school mail system may be used to send mailings to the ADMINISTRATION and to the elected officers of the EIA and the Building Representatives of the EIA and to individual Licensed Educational Interpreters; provided, however, all bulk mailings shall be sent to and distributed in individual mailboxes by the Building Representative. The inter-school mail system may not be used by the EIA as a means to disseminate political information. All mail sent by the EIA through the inter-school mail system will relate to the current business of the Dayton Public Schools.

The President or Vice-President of the EIA and/or a designee and/or the OAPSE Field Representative of the EIA shall have the right to visit schools. Either prior to or immediately upon the Presidents, Vice Presidents, or the OAPSE Field Representatives arrival at any school the, President, Vice President, and/or OAPSE Field Representative shall advise the Principal, or in the absence of the Principal the acting building administrator, of his/her desire to visit the school and secure the permission or such administrator to make the visit. Such permission will not be denied but may be delayed only if the visit at the time desired will, in the opinion of the Principal, interfere with the normal interpreting duties of the Licensed Educational Interpreter to be contacted. Visits that are made to discuss with the Principal special problems of Licensed Educational Interpreters must be arranged in advance with the Principal or, in the Principal's absence, with the acting building administrator.

#### 1.04 **Directory**

The ADMINISTRATION will make available to all Licensed Educational Interpreters a directory listing the names, addresses, phone numbers and job assignments on record of all employees of the BOARD.

**1.05 Copies of Contract**

The ADMINISTRATION will provide a copy of this CONTRACT to all Licensed Educational Interpreters.

**1.06 Fair Share Fee**

1.06.1 All Licensed Educational Interpreters who are not members in good standing of the EIA are required to pay the ASSOCIATION a fair share fee, as permitted by the provisions of section 4117.09 (C) of the Ohio Revised code. The fair share fee amount shall be certified to the Treasurer of the BOARD by the EIA. Nothing herein shall be construed as requiring any Licensed Educational Interpreter to become a member of the EIA as a condition for serving or retaining employment or any benefits under this CONTRACT.

1.06.2 The amount to be deducted from the pay of all fee payers shall not exceed the total dues as paid by members of the EIA, and such deductions shall continue through the remaining number of payroll periods over which EIA membership dues are deducted..

Payroll deduction of such annual fair share fees shall commence on the first pay date after July 1<sup>st</sup>. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date after sixty (60) days of employment in a bargaining unit position.

1.06.3 The Treasurer of the BOARD shall upon notification from the EIA that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall not be greater than the annual membership dues less the amount previously paid. The deduction of said amount shall commence the pay date occurring on or after forty-five (45) days from termination of membership.

1.06.4 The BOARD agrees to promptly transmit all payroll deducted fair share fees to the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE), State office. The BOARD further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each as well as home addresses upon request. The BOARD agrees to supply to OAPSE the W-2 wages of all employees of the

bargaining unit. Upon receipt of the W-2 information, OAPSE will notify the BOARD of the amount of dues to be withheld.

- 1.06.5 The EIA agrees to indemnify the BOARD for any cost or liability incurred as a result of the good faith implementation and enforcement of this provision, provided that the BOARD shall give a ten (10) day written notice of any claim made or action filed against the BOARD non-member for which indemnification may be claimed.

## **ARTICLE TWO - NEGOTIATION PROCEDURE**

### **2.01 Initiation of Negotiation**

The BOARD or the EIA will serve written notice on the other of its intention to either amend or modify this CONTRACT, not more than one hundred and twenty (120) and not less than sixty (60) days prior to the expiration date.

### **2.02 Scope of Negotiations**

The BOARD shall meet with the recognized bargaining representatives for the purpose of negotiating in good faith all items which may affect the wages, salaries, hours and other terms and conditions of the employment of the employees and the continuation, modification or deletion of an existing provision of this CONTRACT.

### **2.03 Meetings**

Meetings between the negotiating team of the EIA and the BOARD shall be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon.

Negotiations shall be completed within sixty (60) days from the date of the first negotiation meeting, unless there is a mutually agreed upon extension.

#### **Negotiation Representatives**

Neither party shall have any control over the selection of the negotiation representatives of the other party. The negotiation representatives of each party shall be clothed with all power and authority necessary to make proposals, consider proposals, make concessions and reach tentative agreements subject only to ratification by both parties.

#### **Reporting Negotiations Progress**

Interim reports of progress may be made to the EIA by its representatives and to the BOARD by the Superintendent or his/her designated representative; however, each party shall be restricted to reporting to their own organization.

### **2.06 Media Releases**



While negotiations are in progress, any release prepared for the news media shall be approved by both groups. In the event that either party declares impasse, this provision shall no longer be binding.

2.07 **Written Proposals and Counterproposals**

The parties shall make a good faith effort to present proposals and counterproposals in written form.

2.08 **Disagreement**

The BOARD and the EIA agree to utilize an alternate settlement dispute procedure through the Federal Mediation and Conciliation Service, as opposed to the fact finding process contained in O.R.C. Section 4117.14 (C) and under Ohio Administrative Code Rule 4117 -9-05(B), (C). The parties by mutual agreement can select a mediator other than the one provided by the Federal Mediation and Conciliation Service.

2.09 **Contract**

2.09.1 **Final Contract**

When the parties reach agreement on a CONTRACT, it shall be reduced to writing and presented to the BOARD by the Superintendent and to the membership of the EIA by its President or his/her designee.

2.09.2 **Adoption of Final Contract**

Adoption of the aforesaid CONTRACT shall be accomplished upon ratification by the membership of the EIA and ratification by the BOARD. Signature of the completed CONTRACT shall occur within ten (10) days after ratification by both parties.

2.10 **No Reprisals**

No reprisals of any kind shall be taken by either party or by any member of the ADMINISTRATION against any party involved in negotiations.

2.11 **Reopening of Negotiations**

Negotiations on the existing CONTRACT may be reopened on any item(s) at any time prior to the expiration of the CONTRACT provided that both parties mutually agree to reopen negotiations on said item(s).

2.12 **Duration**

This Agreement will become effective upon its inception and run through June 30, 2020. Wages shall be retroactive to July 1, 2017.

**Favored Nation:** If any other bargaining unit negotiates language providing greater or different hospitalization benefits or rates of contribution, this bargaining unit will be offered the same benefits or rates.

## 2.13 **Implementation**

- 2.13.1 The BOARD and/or ADMINISTRATION agrees that it will not, during the period of this CONTRACT, officially adopt or implement any condition of the employment affecting Educational Interpreters that is not contained within the CONTRACT until such term or condition has been a subject of negotiations between the parties.
- 2.13.2 The CONTRACT supersedes any policy, rules, regulations or practices of the BOARD which may be contrary to or inconsistent with the terms of this CONTRACT.
- 2.13.3 The BOARD agrees that any changes in terms and conditions of employment of Educational Interpreters will be in accordance with the negotiated contract. If any terms or conditions need to be changed, the BOARD and the EIA will meet to negotiate any changes.

## 2.14 **Grammatical Interpretation**

In reference to the terms of this CONTRACT, whenever the singular is used the plural is also understood.

# **ARTICLE THREE - GRIEVANCE PROCEDURE**

## 3.01 **Grievance Definition**

A "grievance" is defined as any question or controversy between any Licensed Educational Interpreter or the EIA with the BOARD and/or the ADMINISTRATION concerning the interpretation, application of, compliance with or non-compliance with the provisions of this CONTRACT.

## 3.02 **Concern Procedure**

- 3.02.1 A "concern" is defined as any question or issue between any Licensed Educational Interpreter or the EIA with the BOARD and/or the ADMINISTRATION concerning any complaint, dispute, problem or other condition which is not a grievance as defined in Section 3.01.
- 3.02.2 The procedures set forth in section 3.07 shall be applicable to the processing of any concern. The provisions of Level Four – Arbitration shall not be

applicable to any concern, and the decision of the Superintendent shall be final with respect to any concern.

**3.03 Days Defined**

The limits in days under each section shall be counted as calendar days; however, the calendar days during the winter break, spring break and intercession shall not be counted in computing the time limits. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended by mutual contract of the parties concerned, expressed in writing. Requests to extend the time limit will not be unreasonably denied.

**3.04 Filing Timeline**

If any grievance is not initiated at level one within thirty (30) days after the Licensed Educational Interpreter knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. This thirty (30) day timeline includes the informal level. However, if a condition is recurring, the thirty (30) day time limit will be applied to the most recent occurrence.

**3.05 Notification of Adjustment to EIA**

Nothing required by this formal grievance or concern procedure shall be construed as limiting the privilege of any Licensed Educational Interpreter having a complaint or problem to discuss the matter informally with any appropriate representative of the ADMINISTRATION and having such matter adjusted without intervention and/or consultation of the EIA, provided the adjustment is not inconsistent with the terms of this CONTRACT. The EIA shall be advised of such adjustment at the time it is given.

**3.06 Grievance Representative**

The EIA shall designate one Licensed Educational Interpreter as its representative for processing grievances or concerns. Any Licensed Educational Interpreter may consult this representative for assistance; provided, however, any activity of this type shall be conducted at times which will not interfere with the normal classroom interpreting duties of the Licensed Educational Interpreters involved.

**3.07 Processing of Grievances**

All grievances shall be processed as follows:

**3.07.1 Informal Procedure**

A Licensed Educational Interpreter with a grievance should discuss it with the principal of the school to which the Licensed Educational Interpreter is regularly assigned or, in the case of traveling Licensed Educational Interpreter, in the event the subject matter of the grievance involved events

which occurred in a different school, the principal of the school in which such event occurred, either individually or together with the Licensed Educational Interpreter's official EIA representative. Dispositions of any grievances at this level shall be without precedent to either the ADMINISTRATION or the EIA for any purpose whatsoever.

### 3.07.2 **Formal Procedure**

#### **A. Level One – Principal**

In the event the Licensed Educational Interpreter does not desire to utilize the Informal Procedure or in the event the Licensed Educational Interpreter is not satisfied with the decision of the grievance at the Informal Procedure level, or if no decision has been rendered by the principal within seven (7) days after the discussion of the grievance referred to in the Informal Procedure, the Licensed Educational Interpreter may file the grievance in writing with the principal using the prescribed form. The EIA representative may and should assist in writing the grievance. Whether the informal procedure has or has not been followed, such filing in writing must take place no later than thirty (30) days after the Licensed Educational Interpreter knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or conditions and shall state the specific basis for the grievance and the specific section of this CONTRACT at issue.

Within seven days after receipt of the grievance, the principal shall either issue a decision to the aggrieved person in writing or conduct a meeting to investigate the grievance.

In the event the principal desires, she/he may conduct a meeting to investigate the grievance. The meeting will include a supervisor or principal (or his/her representatives), the aggrieved person, the EIA representative, and any other employee of the BOARD. In the event such a meeting is held, within seven (7) days following the day of the meeting the principal shall render his/her written answer to the grievance.

#### **B. Level Two - Associate Director, Related Services Department**

In the event that either the Licensed Educational Interpreter or the EIA are not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) days from the date of the receipt of the grievance or the holding of the Level One meeting, whichever is applicable, either the Licensed Educational Interpreter or the EIA may appeal the grievance to the Associate Director, Related Services Department or the Superintendents designee, by filing such appeal in writing, stating the specific basis for the appeal. A grievance may be filed at Level 2 when the Administrator involved at Level One does not have the authority pursuant to BOARD policy to resolve the grievance.

A grievance may initially be filed at Level Two in accordance with the provisions of Section 3.09. A representative of the EIA may file the grievance in writing

stating the specific basis for the grievance and the specific section of this CONTRACT violated with the Associate Director, Related Services Department or the Superintendents designee. Such filing in writing must take place within the thirty (30) day period set forth in section 3.04.

The Associate Director, Related Services Department or the Superintendents designee shall, within seven (7) days of receipt of the Level Two appeal of the grievance, conduct a meeting concerning the grievance. The meeting may include the Licensed Educational Interpreter who filed the grievance, an EIA representative, the supervisor involved, the Principal, and the Associate Director, Related Services Department or the Superintendents designee. Within seven (7) days after this meeting, the Associate Director, Related Services Department or the Superintendents designee will issue the decision along with the reasons, in writing, as to the disposition of the grievance. A copy will be furnished to the aggrieved person, the EIA, the Associate Director of the Related Services Department, and the principal involved.

**C. Level Three – Superintendent**

In the event that either the Licensed Educational Interpreter or the EIA is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) days from the date of the receipt of the grievance or the holding of the Level Two meeting, whichever is applicable, either the Licensed Educational Interpreter or the EIA may appeal the grievance in writing, stating the specific basis for the appeal to the Superintendent. A grievance may be filed at Level Three when the administrator involved at Level One and Two does not have the authority pursuant to BOARD policy to resolve the grievance.

The superintendent or his/her designee shall, within seven (7) day of receipt of the Level Three appeals, conduct a meeting concerning the grievance. The meeting will include the Licensed Educational Interpreter who filed the grievance, EIA representatives, the Associate Director of the Related Services Department, the Principal, and the Superintendent or the Superintendents representative. Within seven (7) days after this meeting, the Superintendent or his/her designee will issue the decision along with he reasons, in writing, as to the final disposition of the grievance. A copy will be furnished to the aggrieved person, the EIA, the Associate Director of the Related Services Department, and the Principal involved.

**D. Grievance/Mediation**

1. No grievance may be taken to arbitration without first having gone to mediation, except by mutual consent of the parties.
2. The grievant shall have the right to be present at the mediation conference.
3. Each party shall have one principal spokesman at the mediation conference.

4. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
5. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.
6. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
7. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided.
8. The mediator shall state the grounds of his advisory decision.
9. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
10. If no settlement is reached at mediation, the parties are free to arbitrate.
11. An appeal to arbitration must be made within thirty (30) days after mediation conference.
12. In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.
13. The mediator shall be designated by the parties, and if the parties cannot agree, a mediator shall be designated through FMCS.
14. The parties shall share equally the cost of the mediator.

**E. Arbitration**

1. Only the ASSOCIATION shall have the right to appeal any grievance, defined in Section 3.01, to arbitration. In the event it is claimed by the ADMINISTRATION that any matter filed as a grievance is not a grievance as defined in section 3.01, such issue, as such, may be appealed to arbitration, with the arbitrator having the authority to rule on the arbitrability issue in addition to hearing any evidence or issuing any ruling on the merits of the dispute.

2. Notification of the intent of the EIA to appeal a grievance to arbitration must be submitted in writing to the superintendent within seven (7) work days after the written answer was given by the superintendent under Level Three of the grievance procedure, otherwise the matter shall not be subject to arbitration. The EIA will request the Federal Mediation and Conciliation Service to provide the parties with a panel of arbitrators from which the parties can select an arbitrator in accordance with the rules of the FMCS. In the event the parties are unable to select an arbitrator from any list provided by the FMCS, the FMCS shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected from a list furnished by the FMCS.
3. Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party.
4. The BOARD and the EIA shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its Representative.
5. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the BOARD, the EIA, and any Licensed Educational Interpreter involved in the matter.
6. The arbitrator shall not have the power to add to, subtract from, or modify this CONTRACT and shall only have the authority to interpret the provisions of this CONTRACT in light of applicable law as the same relate to the specific grievance appealed to arbitration.

#### **ARTICLE FOUR - PROFESSIONAL CONFERENCES AND ASSOCIATION ACTIVITIES**

##### **4.01 Educational Interpreter Association Leave**

The BOARD shall authorize the EIA up to a maximum of six (6) total days of absence without loss of pay per year (July 1<sup>st</sup>, through June 30<sup>th</sup>) to Licensed Educational Interpreters elected to represent the EIA or chosen to serve on programs or in official representative capacity at EIA or O.A.P.S.E. meetings, conferences, or conventions. The six (6) total days shall be the maximum total days available for such programs. Such leave may not be used for meetings, conferences, or conventions of any other Licensed Educational Interpreter organizations. To be valid, a request for use of this leave must be submitted by the President of the EIA to the Superintendent or the Superintendent's designee, in advance.

##### **Use of Facilities**

At times other than before or immediately after the work day when individual meetings are normally held, the EIA must request the use of facilities as described in The Manual For The Use of School Buildings and Grounds adapted by the BOARD.

## **ARTICLE FIVE - JOINT ADMINISTRATION/EIA MEETINGS**

Administration shall meet at least once a quarter with the representatives of the EIA.

## **ARTICLE SIX - JOB DESCRIPTION**

6.01 Job descriptions will be made available to each Licensed Educational Interpreter.

6.02 The job descriptions will not be altered without consensus from the EIA.

## **ARTICLE SEVEN - WORK YEAR SCHOOL CALENDAR AND PAY DATES**

### **7.01 Definition of Work Year**

The work year for Licensed Educational Interpreters shall consist of 200 days, as follows:

- 178 Student Days
- 2 Licensed Educational Interpreter Work/Record Days 4 Staff Development Days
- 1 Parent/Teacher/Licensed Educational Interpreter Conference Day

15 Paid Holidays, including labor Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve Day and Christmas Day, New Year's Eve Day, New Year's Day, Presidents Day, Martin Luther King Day, Good Friday, Memorial Day, and four (4) Floating Holidays.

### **7.02 Determination of School Calendar and Pay Dates**

The School Calendar and schedule of pay dates for each school year shall be the same as the teacher calendar.

### **7.03 Number of pays all Licensed Educational Interpreters**

All Licensed Educational Interpreters shall be 26 pay employees.

### **7.04 Altering of School Calendar**

In the event the school year for students is extended to a Licensed Educational Interpreter's work year, the Licensed Educational Interpreter year shall be extended to one day beyond the students' last day unless otherwise agreed to by the EIA and the BOARD.

## **ARTICLE EIGHT - SCHOOL DAY**

### **8.01 Definition of School Day**



The school day for Licensed Educational Interpreters shall be the same length as the teacher day.

## **ARTICLE NINE - SCHOOL PROCEDURES**

### **9.01 Handbooks**

Each Principal will provide each Licensed Educational Interpreter assigned to the building with that school's handbook, written rules, regulations and/or procedures at the beginning of the school year.

### **9.02 Weekly Building Calendar**

With the exception of unforeseen activities or unscheduled school events, each Principal will provide each Licensed Educational Interpreter with a written weekly bulletin detailing school activities for the following week no later than Friday prior to said week.

## **ARTICLE TEN – INTERPRETING ENVIRONMENT AND FACILITIES**

### **Environment**

10.01.1 Licensed Educational Interpreters will be provided clean, well-lighted, safe, healthful, and adequately ventilated conditions in all places of employment, as determined by the ADMINISTRATION.

10.01.2 Adequate maintenance of all facilities and equipment shall be provided, including but not limited to plumbing lighting, floors, room, fountains, etc. as determined by the ADMINISTRATION.

Standards in 10.01.1 and 10.01.2 above will be maintained. If standards are not met, the issue will be discussed with Building principal. An improvement plan will be developed with the assistance of the head of Building Maintenance. If after 30 days the improvement plan has not caused a change in conditions, a grievance may be filed in compliance with Article Three of this CONTRACT.

10.01.3 Each classroom shall have a usable chair for the Licensed Educational Interpreter to use while interpreting it shall be located in a position which best suits the needs of the class subject matter, the teacher's method of teaching, and the Deaf/Hearing Impaired Student(s) without disrupting the class. This position will be mutually agreed upon by the Classroom Teacher and the Licensed Educational Interpreter with input from the Deaf/Hearing Impaired Student(s).

### **10.02 Phone Facilities**

Existing school phone facilities shall be made available to Licensed Educational Interpreters. A Licensed Educational Interpreter may not make any toll or long distance calls from any school phone without the prior approval of the Building Principal.

10.03 **Dress Code**

Licensed Educational Interpreters are encouraged to dress in appropriate, professional attire in the workplace.

10.04 Interpreters shall be included on the IEP team.

10.05 **NON-TRADITIONAL EMPLOYMENT:** Allowance for temporary use of contract agencies to provide services support will be made based on special circumstances (i.e., position shortage).

Affiliation with contract companies will expire at the end of the contract year, with no notice of nonrenewal. A continuation of contractual work will be made based on the need for support no later than August 1.

The bargaining unit shall not be replaced by a sub-contract during the term of this Agreement. Bargaining unit members will not be laid off due to any sub-contractor during the term of this Agreement. The UNION and employer agree the first priority is to hire qualified candidates, not to hire contract employees.

10.06 The direct supervisor for each interpreter shall be communicated to each interpreter by September 1<sup>st</sup> each year.

10.07 Employees will be reimbursed for travel required of them to perform their duties in accordance with Board policy.

## **ARTICLE TWELVE - SENIORITY**

12.01 **Definition of Seniority**

Seniority will mean the number of continuous years of service commencing with the latest date of employment, except as set forth herein. Service rendered beyond the normal work year of the Licensed Educational Interpreter will not be counted toward seniority.

12.02 **Accumulation of Seniority**

A Licensed Educational Interpreter who completes at least 120 days of interpreting under contract during a school year shall be credited with a year of seniority.

**Breaking of Seniority**

A Licensed Educational Interpreter on approved leave of absence will not be considered to have broken seniority during the time they were not on active working status. A layoff and time spent on disability retirement shall not be a break in seniority. An employee's seniority shall be broken upon resignation, permanent retirement or discharge.

12.04 **Seniority while on Leave**

When a Licensed Educational Interpreter is on any approved leave, their seniority shall not be broken. They shall accrue seniority on leaves if it so states in the leave section.

## **ARTICLE THIRTEEN - PERSONNEL RECORDS**

### **13.01 Personnel File**

The state Department of Education requests that certain personnel records be kept up-to-date and on file for reference at all times. All personnel records will be filed in the office designated by the superintendent on a current basis. These personnel records should include all of the pertinent and relevant data regarding employment of the Licensed Educational Interpreter.

### **13.02 Inclusion of Materials into the File**

Each Licensed Educational Interpreter's official personnel file shall be maintained in the Personnel Services Department. A Licensed Educational Interpreter notified of the intent of the ADMINISTRATION to place any negative or adverse material in his/her personnel file and shall be provided the opportunity to read any such material prior to its being placed in such personnel file. Materials relating to a specific incident or occurrence must be placed in the personnel file within thirty (30) calendar days of the time of the ADMINISTRATION's awareness or the incident or occurrence. The Licensed Educational Interpreter shall acknowledge that (s)he has read the material by affixing his/her signature to the copy to be filed. If the Licensed Educational Interpreter fails or refuses to sign, such failure or refusal shall be noted on the material and it may be filed. Signature of a Licensed Educational Interpreter shall not indicate agreement with the content of the material, but indicates only that material has been inspected by the Licensed Educational Interpreter. The Licensed Educational Interpreter shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the Building Principal and Associate Director of the Related Services Department, who shall affix their signature thereto, acknowledging that the Building Principal and Associate Director of the Related Services Department have read the reply. Such signature shall not indicate agreement by the Building Principal or the Associate Director of the Related Services Department with the content of reply.

### **13.03 Anonymous Material**

Anonymous letters or materials shall not be placed in a Licensed Educational Interpreter's file, nor shall they be made a matter of record.

### **13.04 Copies of Material in Personnel File**

A Licensed Educational Interpreter shall be entitled to a copy, at the Licensed Educational Interpreter's expense, of any/all material in his/her personnel file. A Licensed Educational Interpreter may place letters of merit and commendation in his/her personnel file.

### 13.05 **Review of Personnel File**

A Licensed Educational Interpreter may periodically review his/her personnel file. Such review shall take place within a reasonable period of time after the request. A third party selected by the Licensed Educational Interpreter at the option of the Licensed Educational Interpreter may be present during such review. A representative of the ADMINISTRATION, at the option of the ADMINISTRATION, may also be present during such review.

### 13.06 **Confidentiality of Files**

At no time, nor under any circumstances, will the confidential files of any Licensed Educational Interpreter be opened to the public, with said "confidential files" being defined as medical files and documents containing personal banking information or other personally identifiable information that would not constitute a public record under Ohio law.

### 13.07 **Purging of Files**

Material once placed in a Licensed Educational Interpreters personnel file may be removed from such file by the mutual agreement of the Licensed Educational Interpreter and the Superintendent or his/her designee. All negative material will be removed from the file after 36 months, at the request of the Licensed Educational Interpreter if there has been no other record of occurrence in the file. Such material will also be removed if either a grievance contending that it was placed in the file without following the procedures of section 14.02 is sustained or a grievance contending that it is false is sustained.

## **ARTICLE FOURTEEN - EMPLOYMENT, ASSIGNMENTS, REASSIGNMENTS AND PROMOTIONS**

### 14.01 **Limitation of Assignments and Probationary Period**

The EIA recognizes the statutory power at the BOARD to employ and the Superintendent to assign Licensed Educational Interpreters. The EIA also recognizes the implications of desegregation and the values of an integrated school system; therefore, the EIA encourages compliance with and supports affirmative action in this regard. The ADMINISTRATION's effectiveness is directly related to its ability to implement the principle of "best fit." to the degree that the ADMINISTRATION is able to match applicants to positions requiring the abilities and characteristics possessed by these applicants, only then will the ADMINISTRATION, and thus the schools, be functioning most effectively. The Educational Interpreter will serve a ninety (90) day probationary period. Upon successful completion of the probationary period the employee may only be removed by a Reduction in Force or termination for just cause.

### 14.02 **Transfer - General Provisions**

14.02.1 No new Licensed Educational Interpreter will be employed and placed in a specific position assignment until all transfer requests have been reviewed

and considered by the Human Resources Department unless the particular circumstances require an immediate assignment.

- 14.02.2 In the event a Licensed Educational Interpreter is transferred into a building under the provisions of this article and it later develops during the school year in which the transfer has been effected that a transfer from such building is necessary the Licensed Educational Interpreter who was transferred into the building shall not have the right to exercise system seniority against other Licensed Educational Interpreters assigned to the building.
- 14.02.3 The transfer procedures set forth in this article shall apply to vacancies created by terminations, death or disability, leaves, retirement, or new positions. The parties recognize that from time to time, the BOARD may institute magnet programs or implement completely new program initiatives.

#### 14.03 **Voluntary Licensed Educational Interpreter Transfer**

- 14.03.1 Licensed Educational Interpreters who, for various reasons, wish to transfer to another building will be eligible to request and be considered for such move after completing and date-signing the necessary forms no later than May 1<sup>st</sup>. The Licensed Educational Interpreter applying for transfer will receive a written acknowledgment of receipt of the request from the Human Resources Department.  
  
A Licensed Educational Interpreter requesting a transfer to another building will not be limited to a maximum number of applications, but the offer, acceptance or refusal of a position will automatically eliminate the Licensed Educational Interpreter from further consideration for the current school year, unless there is a mutual agreement between the Licensed Educational Interpreter and the ADMINISTRATION to reconsider the assignment.
- 14.03.2 The variables to be weighed in considering transfer requests include but are not limited to, specific professional competencies, experience racial balance, and seniority. Of these, seniority will be the most important consideration except where other variable(s) require greater consideration. If the most senior applicant does not receive the transfer he/she will be given the reasons in writing.
- 14.03.3 Requests for transfer applications will be kept until the end of first semester of the following school year after the May 1 submission. A Licensed Educational Interpreter may revoke the request for transfer at any time.
- 14.03.4 If an open position occurs during the first semester of a school year, it will be filled with a Licensed Educational Interpreter on a regular Interpreter's contract. If, however, an open position occurs during the second semester of a school year, the ADMINISTRATION may fill that position with a long term Licensed Substitute Educational Interpreter.

14.03.5 A Licensed Educational Interpreter will not be permitted a voluntary transfer more than once every two (2) years unless approved by the Superintendent.

#### 14.04 **Involuntary Transfer (Administration Initiated)**

Involuntary transfer refers to an Administration initiated transfer, which has not been approved by the Licensed Educational Interpreter.

##### 14.04.1 **Involuntary Transfer Due to Cause**

If a transfer of a Professional Staff Member due to cause is to be made during the course of the school year (except in the case of an emergency which requires immediate action as determined by the ADMINISTRATION), the concerned Licensed Educational Interpreter will be notified in writing thirty (30) days prior to the anticipated date of transfer. The Administration will identify the problem and discuss such problem with the Licensed Educational Interpreter involved.

The ADMINISTRATION may displace Licensed Educational Interpreters due to pupil enrollment, program reduction and/or staff realignment.

In determining which individual Licensed Educational Interpreter is to be displaced, the ADMINISTRATION shall consider the following: (a) areas of certification, (b) system seniority, (c) building seniority.

Before a Licensed Educational Interpreter is involuntarily transferred under this section, the ADMINISTRATION will consider voluntary transfer requests from the same building.

When a Licensed Educational Interpreter is to be displaced under this section (s) he shall have the right to displace a less senior Licensed Educational Interpreter in the building in which (s) he is being displaced, or if the program has been eliminated from the building (s) he shall have the right to displace a less senior Licensed Educational Interpreter in any other building for which (s) he holds certification to do that job.

A Licensed Educational Interpreter to be displaced under this section will be given at least three (3) work days' notice before the transfer is to become effective unless the Licensed Educational Interpreter waives right to notice.

#### 14.05 **Reduction in Interpreter Staff**

The BOARD may reduce the Interpreter Staff positions because of financial reasons, decreased enrollment of pupils, lack of work, return to duty of regular Licensed Educational Interpreter after leaves of absence or by reason of suspension of school, or territorial changes affecting the District. In making such reduction, the BOARD will proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools, who will give preference to Licensed Educational

Interpreters on continuing contracts and to Licensed Educational Interpreters who have greater seniority.

Licensed Educational Interpreters whose continuing contracts are suspended, will have the right of restoration to continuing service status in the order of seniority of service in the District if and when interpreting positions become vacant or are created for which any of such Licensed Educational Interpreters are or become qualified.

After giving recall rights to eligible Licensed Educational Interpreters with continuing contract status, Licensed Educational Interpreter whose Substitute Interpreters' contracts have been suspended because of a reduction in force shall have the right to recall as follows.

14.05.1 Recall rights shall be limited to thirty-six (36) months or the period of time the Licensed Educational Interpreter was employed by the BOARD, whichever is longer, and commence on the day following the employee's last day of work.

14.05.2 Licensed Educational Interpreters whose Substitute Interpreters' contracts were suspended shall be recalled to a vacancy in the inverse order of suspension, as positions become available.

If a Licensed Educational Interpreter refuses an offer of recall, said Licensed Educational Interpreter's name shall be removed from the recall list.

14.05.3 Licensed Educational Interpreters on recall status shall have the responsibility for keeping the Human Resources Department informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the Licensed Educational Interpreters last known address. Failure to contact the Human Resources Department to accept such recall within ten (10) calendar days of the date of such mailing shall constitute a "turn-down" of offer.

14.05.4 The BOARD shall notify the EIA of anticipated positions to be eliminated and the names of Licensed Educational Interpreters affected, at least thirty (30) days prior to such reduction. At least two (2) days prior to the mailing of notices to the Licensed Educational Interpreters affected by a staff reduction, the BOARD will advise the EIA of the number of Licensed Educational Interpreters to receive such notification.

14.05.5 The ADMINISTRATION will make good faith efforts to notify Licensed Educational Interpreters involved in a staff reduction by May 15<sup>th</sup> of the school year. The parties acknowledge that unforeseen circumstances may make further reductions necessary. When this occurs, the ADMINISTRATION will notify the EIA of the approximate number of Licensed Educational Interpreters affected, and the reasons for the reduction.

- 14.05.6 Licensed Educational Interpreters involved in a staff reduction who assume employment after the start of the school year, and during the succeeding school year will have no waiting period for resuming insurance coverage. Licensed Educational Interpreters must re-enroll to continue insurance coverage within five (5) days of recall.
- 14.05.7 All Licensed Educational Interpreters who are involved in a staff reduction process will have all insurance coverage continued through August 30<sup>th</sup>.
- 14.05.8 Opportunity to discuss data necessitating the reduction will be afforded to the EIA.

**ARTICLE FIFTEEN - LICENSED EDUCATIONAL  
INTERPRETER PROTECTION**

**15.01 Development of School Discipline Procedures**

Prior to the commencement of the school year, the ADMINISTRATION of each school, in conjunction with the School Faculty Council, shall develop school procedures to deal with control and discipline of students. It is the responsibility of each Licensed Educational Interpreter to follow such procedures so as to provide an atmosphere for learning to take place. The ADMINISTRATION will provide cooperative assistance and counsel. Section 3319.41 of the Ohio Revised code states that - such force may be used as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupils, for the purpose of self-defense, or for the protection of persons or property.

**15.02 Student Discipline Policy**

The building administration and Professional Staff Members will follow the Board of Education's discipline policy, "Student Code of Conduct", and specific school procedures as developed by the School Student Discipline Committee to provide fair, consistent discipline in every building.

**15.03 Civil Disturbance**

- 15.03.1 In the case of a general civil disturbance in the area of a school, a Licensed Educational Interpreter fearful for his/her safety should contact the proper school authorities for instructions as to work assignment.
- 15.03.2 The ADMINISTRATION will not require any Licensed Educational Interpreter to report to a school where clear and present danger exists, as determined by the ADMINISTRATION.

**15.04 Parent Complaints Against Licensed Educational Interpreters**



15.04.1 Communications between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between Licensed Educational Interpreter, pupil, parent, Principal, Associate Director of Related Services, and other appropriate staff personnel should be pursued before using the formal procedures outlined below. If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action by submitting a written complaint against a Licensed Educational Interpreter to the Building Principal. The principal shall give a copy to the Licensed Educational Interpreter.

15.04.2 Further action concerning the complaint shall be initiated by the following procedure:

- A. If requested by the complainant or the licensed Educational Interpreter, a meeting involving the Licensed Educational Interpreter the Principal the Associate Director of Related Services, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
- B. If the complaint is unresolved, it may be appealed to the Director of Special Education.
- C. If it is not resolved at that level, it may be appealed to the Superintendent or Designee.
- D. If it is still unresolved, it may be appealed to the BOARD.

In each of the steps above, a Licensed Educational Interpreter may request and be accompanied by counsel and/or EIA representation. Conferences regarding such complaints shall be in private.

#### 15.05 **Administrative Concerns/Complaints Regarding Licensed Educational Interpreters**

15.05.1 When an administrative concern/complaint arises regarding a Licensed Educational Interpreter, an informal conference shall be hold with the administrator and the Licensed Educational Interpreter. If the concern/complaint is resolved, there shall be no written documentation of the conference placed in the Licensed Educational Interpreter's personnel file. If the concern/complaint is not resolved, the administrator may document the concern/complaint in writing and place a copy in the Licensed Educational Interpreter's personnel file. The Licensed Educational Interpreter may attach a response to the concern/complaint. If the concern/complaint has not reoccurred in the next thirty-six (36) months from the time the documentation was written, the documentation about the concern/complaint shall be removed from the Licensed Educational Interpreter's personnel file.

15.05.2 A Licensed Educational Interpreter may be accompanied by an EIA representative at any conference in which the Licensed Educational Interpreter is to be issued written disciplinary documentation.

**15.06 Limitations on Observers**

Whenever a complaint or court action is pending against a Licensed Educational Interpreter, no one other than the Licensed Educational Interpreters supervisors or other individual as designated by the Superintendent, will be permitted to observe the Licensed Educational Interpreter's work without the approval of the Licensed Educational Interpreter.

15.07 All cases of physical threat or violence to licensed Educational Interpreters shall be reported to the Principal immediately after occurrence. If, in the-judgment of the Licensed Educational Interpreter and/or the Principal, the assault is sufficiently severe, the police shall be notified. The ADMINISTRATION will provide reasonable on-the-job protection, counsel, and reasonable assistance in such situations. A written report of all assaults on staff personnel will be made to the Superintendents Designee for further investigation.

**ARTICLE SIXTEEN - PROFESSIONAL ACCOUNTABILITY**

**16.01 Definition of Professional Accountability**

The Licensed Educational Interpreter must acquire specialized knowledge, maintain licensure on and uphold professional standards of practice.

**16.02 Requirements of Professional Accountability**

16.02.1 Each Licensed Educational Interpreter shall maintain proper licensure.

16.02.2 Each Licensed Educational Interpreter shall create internal mechanisms to identify and diagnose courses of action that lead to learning and maintenance of licensure.

16.02.3 Each Licensed Educational Interpreter shall increase the use of good educational interpreting practices, as learned in Staff Development requirements.

**ARTICLE SEVENTEEN - SICK LEAVE**

**17.01 Entitlement to Sick Leave**

A Licensed Educational Interpreter eligible for sick leave shall be granted such leave when absent from work and entitled to such sick leave in accordance with the provision of 3319.141 of the Ohio Revised Code, as follows: for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

- 17.01.1 **Immediate Family:** The "immediate family" includes the father, mother, current spouse, child, brother, sister, the employee's grandparents and grandchildren, current mother/father/brother/sister-in-law and any other dependent of the Licensed Educational Interpreter who is a permanent resident of the household of the Licensed Educational Interpreter.
- 17.01.2 **Other Relatives:** 'Other relatives' includes uncle, aunt, cousin, niece, nephew, and in-laws bearing any of these relationships.
- 17.01.3 **Regular Earnings:** The per diem compensation received by a Licensed Educational Interpreter while working on the regular day school assignment.

17.02 **Application for Sick Leave**

- 17.02.1 The licensed Educational Interpreter is to notify the the Interpreter Coordinator and/or the OEC Secretary of their absence. They are to call at least by two hours before his/her report time on the day of their absence.
- 17.02.2 The BOARD shall require each licensed Educational Interpreter to furnish a written, signed statement on forms provided by the BOARD for use of sick leave upon return from sick leave. If medical attention is required, the employee's statement shall list the name of the attending physician the date (s) he was consulted. The ADMINISTRATION may require a signed physician's statement confirming the need for sick leave, after five (5) consecutive days of absence or where the licensed Educational Interpreter has established a pattern of absenteeism.

Abuse of sick leave when substantiated by the Principal or another member of Administration; may result in the Educational Interpreter being subject to disciplinary action in accordance with the provisions in Article Thirty-One of the contract.

17.03 **Accumulation of sick Leave**

A Licensed Educational Interpreter shall accumulate at a rate of 1.25 times days per month in accordance with the provisions of 3319.141 of the Revised Code of Ohio (15 days of sick leave with pay per year).

17.04 **Accrual of Sick Leave**

- 17.04.1 The maximum number of hours to be accumulated is 250 times the number of regularly scheduled hours per day. For administering regulations relative to sick leave accumulation, sick leave shall be credited fractionally on a monthly basis.
- 17.04.2 Pursuant to the spirit of 3319.141 of the Ohio Revised Code, any Licensed Educational Interpreter being employed by the BOARD, who, preceding

this employment, has been in the employ of another BOARD of Education or State, county, or municipal government in Ohio will receive full time credit for the sick leave accumulated in this previous employment as shown in the records of the last employing organization to the maximum accumulation set forth in Subsection 17.04.1.

**17.05 Insurance While on Leave**

All insurance will continue as long as a Licensed Educational Interpreter is on paid sick leave.

**17.06 Adjustment of Sick Leave**

Pursuant to 3319.141 of the Ohio Revised code, each beginning Licensed Educational Interpreter and each Licensed Educational Interpreter having used all available sick leave will given an accumulation of sick leave once each school year

**17.07 Seniority on Sick Leave**

All seniority continues to accrue while on paid sick leave.

**17.08 Assignment on Return from Extended Sick Leave**

The Licensed Educational Interpreter will be in the same assignment as before use of sick leave. The ADMINISTRATION may temporarily reassign the Licensed Educational Interpreter for the remainder of a semester.

**ARTICLE EIGHTEEN - SALARY CONTINUATION**

**18.01 Salary Continuation**

An employee who suffers a compensable workers' compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the injury may be eligible to receive compensation from the Bureau of Workers' Compensation (BWC).

**Salary Continuation** is the continuation of full hourly wages and benefits at the onset of a work-related injury, and is designed to cover injured employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve and hence a lower premium regarding each case.

This section does not affect or replace the employees' need to file claims with the BWC for medical treatment.

**18.02 To be Eligible for Salary Continuation:**

A. The employee must file a workers compensation claim.

B. The employee must be employed by and/or be on contract with the District and be receiving wages from the District to remain eligible for Salary Continuation, the

employee must remain eligible to receive wages and/or be on contract. For example, no contract employee or other employee not required to work, such as during Summer and Intercession breaks, shall receive Salary Continuation during the time that they are not ordinarily required to work.

C. The employee must sign a Salary Continuation reimbursement agreement.

D. The employee must cooperate at all times in meeting with and in responding to information requests of the Managed Care Organization (MCO), BWC, the Risk Manager, and health providers.

### 18.03 **Administration of Salary Continuation:**

The Human Resources Department (HR) will oversee and implement Salary Continuation, and shall ensure the following:

- A. The date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. If a workers date of injury makes him/her ineligible for Salary Continuation, then in that case, the employee may use accumulated sick leave, as provided in other provisions. If the employee assigns their BWC check for the payment of temporary total disability to the District, then the Treasurer will recredit sick leave in the amount of the BWC check.
- B. Continuation of Pay payments are computed on the basis of the employees' base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment pro-rated.
- C. To allow for tracking of wages paid as a COP, the Continuation of Pay must be recorded using the appropriate payroll codes which the Treasurer shall provide for salaried and hourly employees. Payroll clerks shall properly code COP when paid.
- D. The injured employee will receive a full check at the next scheduled time after the illness or injury occurs. The payment of Salary Continuation shall not be contingent upon or wait for a BWC determination to be made. Failure to issue a full check shall cause the Board to forfeit Salary Continuation rights on the claim and temporary total compensation from the BWC will begin.
- E. Within seven (7) days of filing of a claim, HR shall advise the BWC and the employee whether the Board will pay Salary Continuation. HR will further submit to the BWC the relevant salary history and the amount of the employee's Salary Continuation payment.
- F. HR shall notify the BWC when the payment of Salary Continuation is discontinued and/or when the injured employee returns to work.
- G. Payments are made only for periods the employee would have been eligible for temporary total workers' compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Workers' Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement, when an offer of transitional duty has been made by the District and declined by the employee, or, when twelve (12) calendar weeks of Salary

Continuation have been paid, whichever occurs first. If the employee has not returned to work within the twelve (12) calendar week period and has not reached maximum medical improvement, he/she may then receive benefits from the BWC or use any available sick leave, but the employer will not be required to buy back any sick leave used.

H. Time authorized under Salary Continuation is an FMLA qualifying event.

#### 18.04 **Employee Rights**

- 18.04.1 An employee continues to accrue sick leave while on Continuation of Pay if they would have otherwise accrued such leaves.
- 18.04.2 Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.
- 18.05.3 An injured employee receiving Salary Continuation cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, supplemental contract pay, etc.) or temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.
- 18.04.4 A return to work does not eliminate eligibility for the balance of Salary Continuation in the future if a medically documented flare up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.
- 18.04.5 Salary Continuation may be paid for medical appointments documented under an approved transitional duty program and approved by the Risk Manager. (See Transitional Duty). This policy supersedes any prior practice of sick leave buyback, except as noted below, and Salary Continuation shall not be charged to sick leave.

#### 18.05 **Assault Leave**

Since BWC compensable assaults are work-related, Salary Continuation shall be provided as noted above as and for the assault leave. An assault is defined as a criminally punishable act by a pupil against an employee of the District causing a BWC compensable injury. This section describes additional requirements for the granting of Salary Continuation in assault situations.

In the case of such assaults, the employee must do all of the following to remain eligible for Salary Continuation:

- Furnish to the Risk Manager a signed statement describing in detail all of the facts and circumstances surrounding the assault, including, but not limited to, the location, the time, the identity of the assailant(s), if known, and the identity of all witnesses within five (5) days of the incident. The employee must also submit written verification signed by the attending physician that the employee is disabled from performing normal duties, indicating the nature of the disability and probable

duration as well as a statement of the employee's ability to participate in transitional or alternate duties designed to return the employee back to work.

- Cooperate fully with the Risk Manager and other public authorities in the prosecution of the assailant(s). In the event the employee requires representation by an attorney in the criminal prosecution of the assailant(s), the Board will provide an attorney to represent the employee in such matters.
- File a workers' compensation claim to be eligible for Salary Continuation which, if granted, will replace BWC payments that would otherwise be made during the period of Salary Continuation. There is no loss of seniority while on Salary Continuation and all insurances shall remain in effect. In the case of dispute as whether the employee initiated the assault, the determination by the BWC, the Industrial Commission, or a court of competent jurisdiction shall be controlling. If it is determined that Salary Continuation should not have been paid, the employee will be liable for a return of those funds, by payroll deduction or otherwise, at the discretion of the employer. Salary Continuation for assaults shall not be charged to sick leave.

#### 18.06 **Merger**

Any related leave policies, such as injury leave and workers' compensation, and assault leave are hereby merged into this provision.

### **ARTICLE NINETEEN – TRANSITIONAL DUTY**

#### 19.01 **Transitional Duty**

Transitional Duty is designed to allow an employee to safely return to work with temporary physical limitations and restrictions which may prevent the employee from performing all of his or her assigned duties.

Transitional Duty applies only to work-related workers' compensation injuries or illnesses and is not to be considered as an official position or job. Transitional Duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.

Transitional Duty is applicable only when it is deemed medically reasonable that a full recovery is expected to occur within twelve (12) weeks. Transitional Duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional Duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' Compensation.

19.02 To be eligible for Transitional Duty, an employee must complete all related injury investigation forms, First Report of Injury (FROI) form, medical releases, and any other documents required by the physician, the Managed Care Organization (MCO), the employer, and the Third-Party Administrator.

19.03 Transitional Duty is implemented upon the availability of Transitional Duty by the employer. Full regular wages are paid during Transitional Duty.

The Treasurer shall use a payroll code for salaried and another code for hourly employees working in Transitional Duty to allow for proper tracking of Transitional Duty.

- 19.04 Transitional Duty can be less than full time with Salary Continuation paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentations. For example, an employee normally scheduled for eight (8) hours per day is released to return to work four (4) hours and attends physical therapy the remaining four (4) hours. In this situation, he will work four (4) hours and receive his regular wages and then receive four (4) hours of Salary Continuation upon submission of supporting medical documentation of the time spent in therapy.

**19.05 Coordination of Transitional Duty**

Transitional Duty is applicable to compensable injuries as determined by the Bureau of Workers' Compensation whether lost time or medical only. Once an employee returns to work under the Transitional Duty program, Salary Continuation is payable in medical-only claim. For example, if an employee is off four days and returns to work under an approved Transitional Duty program, the four days will not be considered Salary Continuation. If, however, the employee returns to work under Transitional Duty and must then be excused for physical therapy or doctor visits in order to continue Transitional Duty and recover from a work-related injury, Salary Continuation is payable while the employee is off the work site. The employee shall provide to his or her supervisor appropriate medical documentation supporting attendance. Appropriate medical documentation should include the date, time in and time out, and the medical provider's signature.

**19.06 Use of Salary Continuation**

Salary Continuation is not payable for medical appointments once the employee is released to full duty, has exhausted all available Salary Continuation.

An employee on Transitional Duty who has exhausted all available Salary Continuation, may elect to use available paid leave or leave without pay if they are still unable to return to work.

**19.07 Transitional Duty and Outside Job**

An employee cannot work a second job within or outside of the District and work Transitional Duty unless approved by the Risk Manager.

The goal of Transitional Duty is to return the employee to his regular job and department, but other work within the department would be appropriate if the employee is unable to do any part of his regular job. Work outside of his immediate department can be considered if work is not available within his department.

**19.08 Refusal of Transitional Duty**

If an employee is offered Transitional Duty and refuses a Transitional Duty offer within his or her medical limitations, the employee is not eligible for Salary Continuation. The employee will not be eligible for temporary total benefits from the Ohio Bureau of



Workers' Compensation when a valid Transitional Duty offer has been made and declined. The District will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a Transitional Duty offer that is within the medical limitations.

An employee may elect to use sick leave, if the employee refuses Transitional Duty, but no buy-back of the leave taken shall occur. All leave taken for a work-related injury should be reviewed for FMLA qualification.

A Transitional Duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee. If hand delivering the offer, be sure to obtain the injured workers signature and date received on the employees copy.

Time spent in Transitional Duty is considered time worked for employees still in their probationary period.

#### 19.09 **Maintaining Transitional Duty**

To remain eligible for Transitional Pay, the Employee must cooperate with, meet when reasonably requested, and respond to information requests from the Managed Care Organization (MCO), Third-Party Administrator (TPA), Risk Manager, health providers, and his/her supervisor.

### **ARTICLE TWENTY – PERSONAL LEAVE**

20.01 A Licensed Educational Interpreter shall be granted four (4) personal days in each school year.

#### 20.01.1 **Accumulation of Personal Leave**

Personal leave shall not accumulate. In the event personal leave is not used before the last ten (10) student days of a school year. It shall be converted to sick leave.

#### **Application for Personal Leave**

All requests for personal leave must be submitted in writing, except emergency leave, to the ADMINISTRATION, when possible, at least leave five (5) working days in advance of the school day on which the Licensed Educational Interpreter desires to be off on personal leave.

#### **Limits of Use of Personal Leave**

Personal Leave shall not be charged for a leave of absence unless the Licensed Education Interpreter has requested use of such day as personal leave.

Personal Leave may be taken only in a minimum of either one-half (1/2) or one (1) full day.

Personal Leave may not be used during the first or last week of school in any semester or on the day before or after any holiday or vacation.

**20.02 Attendance in Court**

A Licensed Educational Interpreter who is summoned for jury duty during normal working hours or who is not party to a court case or administrative hearing who is subpoenaed to appear in a court or administrative hearing during normal working hours will be granted a leave of absence from normal interpreting duties to permit compliance, provided the professional Staff Member meets the following:

Notifies the Related Services Department within two (2) working days after receipt of the jury summons or subpoena.

Submits a statement signed by the Licensed Educational Interpreter to the Treasurer stating:

- A. The date and time in attendance at the proceeding.
- B. The actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.

20.02.3 The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or summons, must be remitted by the Licensed Educational Interpreter to the office of the Treasurer before the end of the pay period in which the absence occurred. Adherence to this will result in no loss of salary. If this regulation is not followed, the absence will be deemed non-paid leave of absence.

**20.03 Effect on Salary**

In cases in which the Licensed Educational Interpreter is a party in an action arising out of such Licensed Educational Interpreters employment with the BOARD, the Superintendent shall authorize absence with no loss of salary in accordance with the provisions of this section.

**20.04 Reserve Duty**

A Licensed Educational Interpreter who is a member of any reserve component of the armed forces of the United States is entitled to a leave from his/her duties without loss of pay for such time as they are in the military services on field training or active duty for periods not to exceed thirty-one days in anyone calendar year.

**ARTICLE TWENTY-ONE  
FUNERAL LEAVE**

**21.01 Entitlement to Funeral Leave**

21.01.1 A Licensed Educational Interpreter shall be granted up to three (3) days of absence without loss of regular pay not chargeable against sick leave, in the event of a death in the immediate family, as defined in Subsection 17.01.1.

21.01.2 A Licensed Educational Interpreter will be granted one (1) day of absence without loss of regular pay not chargeable against sick leave, to attend the funeral of other relatives as defined in Subsection 17.01.2.

**21.02 Application for Funeral Leave**

The Licensed Educational Interpreter should notify the Related Services Department of their intent to use funeral leave and the number of days. Upon return from leave, the Licensed Educational Interpreter shall submit the application for leave.

**21.03 Additional Funeral Leave**

If the death of a member of the immediate family or other relative of a Licensed Educational Interpreter occurs at a distance greater than 150 A. A. A. miles from Dayton (one way) the Licensed Educational Interpreter may be allowed additional absence of one (1) school day or if the distance is greater than 300 A. A. A. miles from Dayton (one way) the Licensed Educational Interpreter may be allowed an additional absence of two (2) school days without loss of pay, nor chargeable against sick leave for travel time.

**ARTICLE TWENTY-TWO  
PROFESSIONAL LEAVE**

**22.01 Entitlement to Professional Leave**

A Licensed Educational Interpreter may be authorized to attend a professional conference (which shall not include EIA or affiliated organizations sponsored activities of a non-instructional nature), as approved by the Superintendent or his/her designee, with no loss of pay.

22.01.1 A Licensed Educational interpreter may be authorized to be absent from assigned interpreting duties for one (1) day in anyone school year, without loss of pay, for the purpose of visitation of other school buildings in the Dayton School System, subject to the prior approval of the Related Services Department and the Building Principal in the building to be observed, if the absence from assigned interpreting duties does not require use of a reserve teacher or require the payment of a stipend.

22.01.2 A Licensed Educational Interpreter may be authorized to be absent from assigned interpreting duties for up to one (1) day in any one school year without loss of pay for the purpose of visitation of other school buildings outside the Dayton School system, subject to the prior approval of the Superintendent, the Superintendent of Schools of the school district which

the visitation is to take place and the Building Principal in the building to be observed.

22.01.3 All members of the bargaining unit will be released with pay to attend WOE day functions.

**22.02 Application for Professional Leave**

The Licensed Educational Interpreter shall submit his/her application for professional leave for a conference at least twenty (20) calendar days in advance of the event.

**22.03 Accrual of Professional Leave**

Professional leave shall not accrue.

**22.04 Professional Leave**

Leave under this section shall not be counted against perfect attendance.

**ARTICLE TWENTY-THREE  
PAID SABBATICAL LEAVE**

**23.01 Entitlement to Sabbatical Leave**

Any Licensed Educational Interpreter who has completed ten (10) consecutive years as a member of the staff of the Dayton Public schools may be granted a leave of absence with pay for professional improvement for one (1) full semester or two (2) full semesters, but not longer than one (1) school year; provided however such pay will be a partial annual salary and will not be in excess of the difference between the substitute's pay and the Licensed Educational Interpreters pay.

**23.02 Application for Sabbatical Leave**

Application for sabbatical leave for professional study, research, or professional improvement must be made in writing at least sixty (60) days prior to the beginning of such requested leave. The application will go to the Related Services Department. The applicant will be notified by the ADMINISTRATION of the disposition within thirty (30) days of receipt. The application for such leave of absence must be accompanied by an outline of the program of study or research to be pursued or the proposals for professional improvement.

23.02.1 The applicant will submit plans for the use of the sabbatical leave and will meet all other requirements as established by the Superintendent or his/her designee.

The decision of the superintendent or his/her designee regarding the granting of sabbatical leaves shall be final.

23.02.2 It is intended that study and other proposals for professional development will include a full-time graduate load and will lead to the completion of a

degree in the interpreter's field or area of educational interpreting. If such degree, either undergraduate or graduate is not already held. For purposes of this leave, full-time graduate load will be considered a minimum of 12-quarter hours per quarter or 8 semester hours per semester.

- 23.02.3 All Licensed Educational Interpreters will, as a condition of approval for leave of absence for professional growth, sign a written notarized contract to return to service in the Dayton public Schools for a period of at least two (2) years immediately following satisfactory completion of the program for professional improvement within the specified period, or to refund to the BOARD all of the pay received from the BOARD, during the period of leave.

**23.03 Accumulation of Sabbatical Leave**

Sabbatical leave for professional improvement will not be granted to any Licensed Educational Interpreter more often than once for every five (5) consecutive years of service after the initial ten year period (see Subsection 23.01), nor will leave be granted a second time to the same individual when other members of the staff in sufficient numbers to fill the quota for the period have filed a request for and are awaiting such leave.

**23.04 Insurance While on Sabbatical**

A Licensed Educational Interpreter on a sabbatical leave may continue all insurance programs at their own expense.

**23.05 Seniority While on Sabbatical**

A Licensed Educational Interpreter will continue to accrue seniority while on a sabbatical leave.

**23.06 Assignment on Return from Sabbatical Leave**

A Licensed Educational Interpreter will be assigned to a comparable position to the one held before leave, for which they are certified.

The refund requirement will not apply in case of death of the professional staff Member while on leave; in cases of illness or injury, the obligation will be deferred until the professional staff Member can resume employment. Refund of pay received on leave may also be required if the Professional staff Member fails to complete satisfactorily the program of professional improvement. Obligations arising under this CONTRACT will be deferred if the Licensed Educational Interpreter is granted a leave of absence under other provisions of these rules and regulations immediately following a leave of absence for professional improvement, or if other types of leaves are granted prior to the completion of the required year of service. Such deferment is not to extend beyond the other types of leave plus one (1) year.

**23.07 Employment While on Sabbatical Leave**

A Licensed Educational Interpreter will not be granted sabbatical leave from the Dayton Public Schools if (s) he will be otherwise employed during the time of such leave, unless such employment is approved as part of the sabbatical leave request.

**23.08 Placement on Salary Schedule**

A Licensed Educational Interpreter will be given credit on the salary schedule for a sabbatical leave of absence.

**ARTICLE TWENTY-FOUR  
ASSAULT LEAVE**

**24.01 Entitlement to Assault Leave**

Any Licensed Educational Interpreter absent from regular duties because of a physical disability resulting from an assault on the Licensed Educational Interpreter which occurs in the course of BOARD employment shall be entitled to a paid assault leave provided the Licensed Educational Interpreter satisfies the conditions set forth in Section 24.02.

**24.02 Application for Assault Leave**

24.02.1 The Licensed Educational Interpreter must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault within five (5) days of the incident. This statement includes but is not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.

24.02.2 The Licensed Educational Interpreter must submit to the Superintendent verification from an attending physician that the Licensed Educational Interpreter is disabled from performing normal duties, indicating the nature of the disability and its probable duration.

24.02.3 The Licensed Educational Interpreter must cooperate fully with the Superintendent and other public authority (authorities) in the prosecution of the assailant(s). In the event the Licensed Educational Interpreter requires representation by an attorney in the criminal prosecution of the assailant(s), the BOARD will provide the Licensed Educational Interpreter with an attorney selected by and paid by the BOARD to represent such Licensed Educational Interpreter in such matter. If other legal representation is required by the professional staff Member, such may be provided by the BOARD as approved in advance by the Superintendent of Schools.

24.02.4 The Licensed Educational Interpreter shall be required to file for Workers Compensation.

24.02.5 It is the intent of this article to provide for assault leave for Licensed Educational Interpreters who do not physically initiate the assault on their person. In case of a dispute as to whether or not a Licensed Educational

Interpreter has physically initiated an assault, and it is determined through either administrative hearing or court action that the Licensed Educational Interpreter did initiate the assault, the Licensed Educational Interpreter shall be required to either: (a) refund the compensation received as assault leave, or (b) charge the assault leave taken against the sick leave earned by the Licensed Educational Interpreter.

**24.03 Accumulation of Assault Leave**

The maximum number of days for which assault leave shall be payable to any Licensed Educational Interpreter shall be forty-five (45) days.

**24.04 Insurance**

All insurance will remain in effect while the Licensed Educational Interpreter is on assault leave.

**24.05 Seniority**

A Licensed Educational Interpreter shall continue to accrue seniority while on assault leave.

**24.06 Assignment Upon Return from Assault Leave**

A Licensed Educational Interpreter shall be placed in their same assignment upon return from assault leave.

**24.07 Workers' Compensation While on Assault Leave**

In the event the Licensed Educational Interpreter is eligible and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable by the BOARD as assault leave shall be the difference between the Workers Compensation benefits paid and the Licensed Educational Interpreter's regular compensation. This shall be accomplished either by the Licensed Educational Interpreter receiving his/her regular compensation from the BOARD and executing the necessary form so that such Workers Compensation is paid directly to the BOARD, or by the professional Staff Member following the procedure set forth in Section 18.01.02.

**24.08 Assault Leave Chargeable**

Assault leave shall not be chargeable against sick leave.

**ARTICLE TWENTY-FIVE  
UNPAID MEDICAL LEAVE**

**25.01 Entitlement to Unpaid Medical Leave**

A Licensed Educational Interpreter shall be entitled to an unpaid medical leave due to personal illness, disability (including maternity), or for serious illness in the immediate

family. Nothing in this article shall limit a Licensed Educational Interpreter's rights under the federal Family Medical Leave Act.

**25.02 Application**

An application for medical leave without pay due to personal illness, disability (including maternity), or for serious illness in the immediate family must be filed with the Superintendent's designee, accompanied by a statement from the attending physician or authorized practitioner stating the nature of the disability which prevents the Licensed Educational Interpreter from performing work and recommending that a leave of absence be granted. A Licensed Educational Interpreter shall have the option of utilizing sick leave days until such days are exhausted, or being placed on unpaid medical leave without pay. Any request for extension of leave for personal illness will be accompanied by a physician's statement.

**25.03 Accumulation of Leave**

This unpaid medical leave will be approved on a school year basis and may be renewed, but in no event will extend for more than two (2) school years.

**25.04 Insurance**

25.04.1 The medical insurance program shall remain in effect for all Licensed Educational Interpreters entitled to coverage during any period when such Licensed Educational Interpreter is on unpaid medical leave up to ninety (90) days.

25.04.2 A Licensed Educational Interpreter on an unpaid medical leave may combine all insurance programs at their own expense, after the expiration of insurance.

**25.05 Seniority While on Unpaid Medical Leave**

A Licensed Educational Interpreter will not have been considered to have broken seniority, but for any leave which is longer than eighty (80) consecutive work days in anyone school year. they will not accrue seniority.

**25.06 Assignment on Return from Unpaid Medical Leave**

A Licensed Educational Interpreter will be assigned to the same position if the leave was for less than a semester. A Licensed Educational Interpreter will be assigned to a similar position for which they are certified if their leave exceeds a semester.

Return from unpaid medical leave prior to the stipulated expiration date shall be required when the need for leave no longer exists.



When granted an unpaid medical leave based on a physician's statement, a medical release authorized by a physician shall be considered one of the conditions for returning to active duty.

**25.07 Employment While on an Unpaid Medical Leave**

A Licensed Educational Interpreter shall not be otherwise employed during their unpaid medical leave unless such employment is approved as part of the leave request. Employment shall be grounds for termination of the leave and of employment.

**25.08 Placement on Salary Schedule**

A Licensed Educational Interpreter will not be given credit on the salary schedule for unpaid medical leave.

**25.09 FMLA Entitlement**

The parties to this contract agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA). The twelve (12) weeks provided for under the FMLA shall be inclusive of any sick leave utilized. For the purposes of this law, a 'year' shall be calculated on an individual and rolling basis. In complying with the FMLA, the employer will adhere to the requirements of the collective bargaining agreement, applicable federal and state laws and regulations.

**ARTICLE TWENTY-SIX  
UNPAID CHILD CARE LEAVE**

**26.01 Entitlement to Unpaid Child Care Leave**

A leave without pay for the purposes of caring for a child of the Licensed Educational Interpreter will be granted after one (1) complete year of service in the Dayton Public School.

**26.02 Solicitation for Unpaid Child Care Leave**

A request for an unpaid childcare leave must be made in writing to the Human Resources Department.

**26.03 Accumulation of Unpaid Child Care Leave**

Unpaid childcare leave may be granted for a maximum of four (4) consecutive semesters, including that portion of the semester in which the leave begins.

**26.04 Insurance**

A Licensed Educational Interpreter on unpaid childcare leave may continue all insurance programs at their own expense.

**26.05 Seniority**

Any Licensed Educational Interpreter on unpaid childcare leave will not accrue seniority but will not be considered to have broken seniority by taking a leave for childcare.

**26.06 Assignment on Return from Child Care Leave**

A Licensed Educational Interpreter will be assigned to the same position if the leave was for less than ninety (90) consecutive workdays. A Licensed Educational Interpreter will be assigned to a similar position for which they are certified if their leave is for ninety-one (91) workdays or longer.

**26.07 Employment While on Unpaid Child Care Leave**

A Licensed Educational interpreter shall not be otherwise employed during their unpaid child care leave unless such employment is approved as part of the leave request. Employment during such leave shall be grounds for termination of leave and employment.

**26.08 Placement on Salary Schedule**

A Licensed Educational Interpreter will not be given credit on the salary schedule for an unpaid childcare leave.

**ARTICLE TWENTY-SEVEN  
UNPAID MILITARY LEAVE**

**27.01 Entitlement to Unpaid Military Leave**

Military leave will be granted to any regular contract Licensed Educational Interpreter who is drafted or recalled to active duty with any branch of the Armed Services of the United States in accordance with Federal & State laws.

**27.02 Application**

A Licensed Educational Interpreter who is drafted or recalled to active duty must submit a copy of the orders to the Human Resources Department.

**27.03 Insurance**

A Licensed Educational Interpreter on an unpaid military leave shall have all insurance provided.

**27.04 Seniority**

A Licensed Educational Interpreter on an unpaid military leave shall not accrue seniority but will not be considered to have broken seniority.

**27.05 Assignment on Return from Military Leave**

A Licensed Educational Interpreter returning from military service will be returned to a position comparable to that held before leave.

27.06 **Termination of Military Leave**

Voluntary re-enlistment immediately terminates military leave granted by the BOARD.

27.07 **Placement on the Salary Schedule**

A Licensed Educational Interpreter on an unpaid military leave will be given full credit on the salary schedule for such service if activated.

**ARTICLE TWENTY-EIGHT  
FORMAL EVALUATION OF LICENSED EDUCATIONAL  
INTERPRETERS AND DOCUMENTATION**

28.01 **Evaluation Process**

The purpose of the evaluation process is to bring about professional improvement of the Licensed Educational Interpreter's on-the-job performance and will be constructive in approach. Evaluation will identify strengths and/or weaknesses in the Licensed Educational Interpreter's performance and be used in considering whether the performance of the Licensed Educational Interpreter is acceptable.

28.02 **Evaluator**

Because of the highly specialized skill of the Licensed Educational Interpreter, a member of the State Department of Special Education and an administrator of Dayton City Schools, Related Services Department will do evaluations. Both the ADMINISTRATION and EIA will mutually agree upon the evaluator.

28.03 **Evaluation Schedule**

A Licensed Educational Interpreter shall have a formal evaluation prior to the end of his/her probationary period and at the end of his/her first year of employment. Thereafter, he/she shall be evaluated once every three (3) years.

28.04 **Formal Evaluation Process**

28.04.1 An official evaluation is defined as one that conforms to the procedures set forth in this article and one that is filed with the office designated by the superintendent. All formal evaluations will be done on the Evaluation Forms developed by the State Department of Special Education in conjunction with the EIA and the ADMINISTRATION. Changes in this form will be developed by a similar manner.

28.04.2 Evaluation shall be based only upon the Licensed Educational Interpreter's performance during the Licensed Educational Interpreter's work day.

28.04.3 A formal evaluation may be initiated by the Administration at any time for just cause.

28.05 **Deficiencies**

Should the evaluator feel that the performance of a Licensed Educational Interpreter as evidenced in the evaluation could cause the evaluator to recommend non-renewal or termination, the following steps shall be taken.

- 28.05.1 A conference is to be held with the Superintendents Designee, Associate Director of the Related Services Department, and Licensed Educational Interpreter and their representative. At this conference, the documented deficiencies of the Licensed Educational Interpreter will be discussed.
- 28.05.2 A plan of improvement will be developed at this conference and agreed to by both parties.
- 28.05.3 The Licensed Educational Interpreter will be given adequate time, at least one semester, to improve on their deficiencies. Should the deficiencies continue, this same procedure would continue the second semester. A second consecutive less than satisfactory evaluation shall be just cause for or termination.

**ARTICLE TWENTY-NINE JUST CAUSE TERMINATION/  
NONRENEWAL OF CONTRACTS**

29.01 **Just Cause**

No Licensed Educational Interpreter shall be adversely evaluated, disciplined, non-renewed, or reduced in compensation without just cause. Licensed Educational Interpreters shall have a right to appeal through the grievance procedure any adverse action under this article.

29.02 **Probationary Period**

There shall be a probationary period of ninety (90) workdays for newly hired Licensed Educational Interpreters.

- 29.03 Any Licensed Educational Interpreter who has been notified of intent to dismiss under this section must be informed of his/her right to counselor EIA assistance and representation, if desired. A conference will be hold with the Licensed Educational Interpreter and his/her representative regarding the ADMINISTRATION'S pending action.

**ARTICLE THIRTY - MEDICAL EXAMINATION**

30.01 **Right to Request Medical Examination**

- 30.01.1 The BOARD and/or the ADMINISTRATION may require Licensed Educational Interpreters to receive a physical or mental examination. If Licensed Educational Interpreters are required to receive a physical or mental examination, the Licensed Educational Interpreter may:
- A. Request an examination by a physician designated by the ADMINISTRATION at the BOARD's expense; or
  - B. Receive an examination by his/her personal physician. All expense for such examination shall be paid by the Licensed Educational Interpreter.
- 30.01.2 A complete report regarding any physical and/or mental examination given pursuant to this article shall be submitted to the physician designated by the ADMINISTRATION and/or the Licensed Educational Interpreter's physician. The report shall not be released by either or these physicians to anyone else without the prior approval of the Professional staff Member. Nothing in this Section shall preclude a review of this medical report by a physician contacted as a consultant by either the ADMINISTRATION designated physician or the Licensed Educational Interpreters physician. The ADMINISTRATION's designated physician may issue a report to the Superintendent concerning the matters at issue. This report shall be confidential. The superintendent may use facts from this report in making conclusions and recommendations concerning personnel action under consideration or instituted and involving said Licensed Educational Interpreter.

### 30.02 **Physical/Mental Examination Procedure**

If the Licensed Educational Interpreter elects to be examined by his/her personal physician, such physician shall, as set forth in Section 30.01, provide the Superintendent with a report setting forth sufficient Information so that the Superintendent can determine a course of action. After review of the report from the Licensed Educational Interpreters physician, the BOARD may require the Licensed Educational Interpreter to be examined by a physician designated by the ADMINISTRATION. The expense of such physician shall be paid by the BOARD. In the event there is disagreement between the report submitted by the physician selected by the Licensed Educational Interpreter and the physician designated by the ADMINISTRATION, the matter shall be submitted to a third physician who shall be selected by the other two physicians. The findings and conclusions of the third physician, after the examination of the Licensed Educational Interpreter consultation with the other two physicians, will decide the matter. The Licensed Educational Interpreter and the BOARD shall share equally the fees and expenses of the third physician.

### 30.03 **Required Health Examinations or Vaccinations**

Opportunity for health examinations or vaccinations required by the State of Ohio or required locally must be provided without cost to the Licensed Educational Interpreter. If a Licensed Educational Interpreter elects to have a private examination or

vaccinations, the Licensed Educational Interpreter will pay the cost and provide a documented statement of satisfactory completion of the required examination or vaccinations.

**ARTICLE THIRTY-ONE**  
**DISCIPLINE OF LICENSED EDUCATIONAL INTERPRETERS**

**31.01 Informal Warning**

First offenses, which are not extreme cases, shall be disposed of by an informal notice to the employee. Such informal notice shall not be recorded in the employee's personnel file.

**31.02 Progressive Discipline**

Formal disciplinary action shall be taken only for just cause and shall not exceed the gravity of the employee's offense, including but not limited to the repetition of an action without progressing to the next step.

First Step: Written reprimand(s)

Second Step: Suspension(s), with or without pay

Third Step: Discharge (only the BOARD shall have the authority to discharge an employee, and such discharge shall be implemented in compliance with the provisions of Article Twenty-Nine of this CONTRACT.)

**31.03 Due Process Procedure**

31.03.1 Except in extreme cases requiring immediate suspension, no employee shall be disciplined without first having been given due process in accordance with the following procedure:

**A. Notice of Allegations and Conference**

A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be provided by the BOARD by certified mail or by hand delivery. Said notice shall include the time and place of a hearing to discuss said allegations.

**B. Hearing**

The hearing to discuss the allegations shall be attended by the Licensed Educational Interpreter, the EIA representative and the BOARD's representative(s). Said hearing shall be hold no sooner than three (3) days nor later than ten (10) days following the receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

**C. Notification of Disposition**

The Licensed Educational Interpreter and the EIA President shall be notified within ten (10) work days by certified mail or by hand delivery of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

31.03.2 In extreme cases requiring immediate suspension, the written notice of allegations shall be presented to the employee within twenty-four (24) hours following the suspension, and the conference shall be held as expeditiously as possible,

**31.04 Confidentiality**

The discipline of an employee shall be imposed in private and all events and communications related thereto shall remain confidential to the extent permitted by law.

**ARTICLE THIRTY-TWO  
INSURANCE**

**32.01 Coverage**

For purposes of this article, unless otherwise stated, a regular full-time employee is an employee who works at least thirty (30) hours per week and who works at least thirty-six (36) weeks per year. A regular part-time employee is an employee who is regularly scheduled to work less than thirty (30) hours per week and who works at least thirty-six (36) weeks per year.

All medical insurance provided pursuant to this AGREEMENT shall be in accordance with the specifications contained in the United Health Care Insurance plan. Prior to implementation, any amendments to the insurance plan shall be mutually agreed to by the Union and the employer.

**32.02 Medical and Dental Enrollment**

A Medical Insurance Program shall be available in accordance with the provisions of this article for all Interpreters covered by this CONTRACT who complete the required applications for such insurance and who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Article. Applications must be transmitted to the Treasurer of the BOARD during the required enrollment period. Insurance coverage is not automatic.

Appropriate information and application forms will be provided to all new Interpreters at the time of employment. If the date of employment is later than the open enrollment period, required insurance forms shall be filed with the office of the Treasurer within five (5) work days of receipt. Forms that are not returned in five (5) work days will result in coverage being delayed until the first day of the month after they are received. This penalty for delay shall be clearly noted to the new employee. Forms not filed within thirty (30) days of commencement of employment coverage will not be available until the next open enrollment period.

The Board, through the Medical Insurance Program or any third party administrator, expressly retains the right to require Professional Staff Members to furnish additional information and/or complete additional forms during his or her employment to verify application information and/or confirm eligibility.

**32.03 Member will pay fifteen (15%) of the premium or premium-equivalent rate; and the BOARD will pay eighty-five (85%) of the premium.**

The health insurance plan will be administered as a high deductible health plan (HDHP) with a health savings account (HSA).

The deductible stated below will remain for the duration of this agreement.



The Board's contribution shall be \$750/\$1,500 annually for the duration of this agreement.

The Board will contribute its required share towards the deductible as part of the first payroll of the calendar year.

New hires will receive a pro-rated HSA contribution based on their hire date.

<b>High Deductible Health Plan with Health Savings Account</b>		
	<b>In-Network</b>	<b>Out of Network</b>
Deductible - Non-Embedded	\$1,500/\$3,000	\$4,000/\$8,000
Coinsurance	100%	70%
OOPM	\$3,500/\$6,850	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
ER	\$150 Copay Per Visit	\$150 Copay Per Visit
Hospital -Inpatient/Outpatient	Subject to Deductible	Subject to Deductible
Professional Services	Subject to Deductible	Subject to Deductible
Physician Office	\$20 PCP/\$40 Specialist	Subject to Deductible
Urgent Care	\$50 Copay Per Visit	Subject to Deductible
all other medical benefits subject to deductible and coinsurance Copays listed above do not count towards the deductible, but they do apply to the OOPM		
Rx-Tier 1	\$10	Subject to Deductible
Rx-Tier 2	\$30	Subject to Deductible
Rx-Tier 3	\$50	Subject to Deductible

### **Wellness Initiative**

Effective Jan. 1, 2018 to the end of this Contract, a **Wellness Initiative** will be instituted that provides:

#### **PCP Incentive**

Each employee who certifies that he/she has selected a primary care physician (PCP) and has an annual physical examination conducted shall receive a payment of \$75 (via gift card) per year of certification during the last payroll period of the school year. There is no requirement that and, moreover, the employee should not inform the employer of the name of the PCP selected or of any results of the annual physical examination.

### **Vision Insurance**

The Board shall pay 90% of vision insurance; 10% shall be paid by the employee.

32.05 The following Dental Insurance Program shall be available in accordance with the provisions of this Section for all employees covered by this AGREEMENT who complete the required applications for such insurance and transmit such applications to the Treasurer of the EMPLOYER. Dental insurance coverage is not automatic. All required insurance forms or applications must be properly completed and turned in to the Treasurer in order to effect coverage. In addition, any premium cost required to be paid by any employee as a condition of coverage must be timely paid by the professional staff member in order to effect coverage. Appropriate information and application forms will be provided all employees.

- A. This plan provides for dental care expenses, which are not the result of occupational accident. Covered dental expenses are the reasonable and customary charges for necessary dental treatment as follows:
  - Type I - Preventative one hundred percent (100%) coverage (dental examination, scaling and cleaning of teeth, dental X-rays, fluoride treatments, space maintainers)
  - Type II - Basic eighty percent/twenty percent (80% / 20%) co-insurance (basic restorative, oral surgery, anesthesia, periodontics, and endodontics)
  - Type III - Major fifty percent/fifty percent (50% / 50%) co-insurance (major restorative, gold inlay, crowns, and prosthodontics)
  - Type IV - Orthodontia fifty percent/fifty percent (50% / 50%) co-insurance
- B. Type II and III benefits are subject to a \$25.00 deductible per person, per year, and a calendar year maximum of \$1,500 benefits per person. Type IV benefits are subject to a \$5,000 lifetime maximum per person.
- C. All dental insurance coverage provided pursuant to this AGREEMENT shall be subject to the conditions set forth in the insurance contract issued by the carrier selected by the Board.
- D. Dental insurance coverage shall be provided to all regular full-time employees who make application for such insurance, who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Section and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17<sup>th</sup>) of the month prior to the month coverage is to take effect. Forms received after the seventeenth (17<sup>th</sup>) will result in coverage being delayed until the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after such coverage could otherwise have become effective.
- E. The dental Insurance Program for regular full-time employees described in Paragraph D. of this Section shall be available on a participating basis only. The premium cost for such insurance coverage shall be paid in accordance with the following:

1. The EMPLOYER shall be responsible for paying ninety percent (90%) of the premium cost for the coverage elected by regular full-time employees (whether such coverage is individual or dependent coverage).
  2. Each regular full-time employee working who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the EMPLOYER's portion of the premium cost for the coverage elected by the employee.
- F. Dental insurance coverage shall also be provided to all regular part-time employees covered hereunder who make application for such insurance, who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Section and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17<sup>th</sup>) of the month prior to the month coverage is to take effect. Forms received after the seventeenth (17<sup>th</sup>) will result in coverage being delayed until the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after such coverage could otherwise have become effective.
- G. The Dental Insurance Program for regular part-time employees described in Paragraph F of this Section shall be available on a participating basis only. The premium cost for such insurance coverage shall be paid in accordance with the following:

The EMPLOYER shall be responsible for paying seventy-five percent (75%) of the premium cost for the coverage elected by the regular full-time or regular part-time employee working less than twelve (12) calendar months (whether such coverage is individual or dependent coverage).

Each regular full-time or regular part-time employee working less than twelve (12) calendar months who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the EMPLOYER's portion of the premium cost for the coverage elected by the employee.

In the implementation of the foregoing, the Treasurer shall annually determine the annual premium cost to be payable by each employee and withhold sufficient sums from the compensation payable to such employee during the period such employee receives payroll checks to cover that portion of the premium due from the employee during months when the employee is not receiving payroll checks (e.g. during the summer months when school is not in session).

- 32.06 The following Life Insurance Program shall be provided without cost to the employees covered by this CONTRACT who make application for such insurance:

Life Insurance of \$40,000 for all regular full-time employees.

Life Insurance of \$20,000 for all regular part-time employees.

Accidental Death and Dismemberment Insurance of \$40,000 for all regular full-time employees.

Accidental Death and Dismemberment Insurance of \$20,000 for all regular full-time and regular part-time employees working less than twelve (12) calendar months.

- 32.07 The foregoing life insurance specified in Section 32.08 shall be provided without cost to all employees who have made application for such insurance, who are on the active working payroll on the effective date of this AGREEMENT, and who are regular, full-time employees working twelve (12) calendar months, or regular full-time or regular part-time employees working less than twelve (12) calendar months, and for whom coverage is in effect prior to the effective date of this AGREEMENT.
- 32.08 The foregoing life insurance specified in Section 32.08 shall be provided without cost to all employees in the unit who make application for such insurance and/or such employees who are hired after the effective date of this AGREEMENT, effective on the first day of the month following the date of this AGREEMENT or the date they complete thirty (30) days of continuous employment, whichever is the later date, for all such employees who are regular full-time employees working twelve (12) calendar months or regular full-time or regular part-time employees working less than twelve (12) calendar months, and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17<sup>th</sup>) of the month coverage is to take effect. Forms received after the seventeenth (17<sup>th</sup>) will result in coverage being delayed until the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after such coverage could otherwise have become effective.
- 32.09 All life insurance provided pursuant to this AGREEMENT shall be in accordance with the "Specifications-Life Insurance" issued by the EMPLOYER and shall be subject to the conditions set forth in the insurance contract secured by the EMPLOYER pursuant to such specifications.

The foregoing life insurance shall remain in effect for any employee on the basis outlined above during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence, non-compensated approved leave of absence of less than thirty (30) days of, medical leave of absence of less than ninety (90) days, layoffs of less than thirty (30) days, injury leave, 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 school year.

Employees on approved leave of absence or approved medical leave of absence or layoff who desire to continue life insurance coverage past the period for which the EMPLOYER has agreed to continue such coverage without cost to the employee may do so by paying the full premium for any such coverage to the Treasurer on or before the seventeenth (17<sup>th</sup>) day of the month prior to any such month coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be reacquired through the EMPLOYER until the employee returns to active working status.

The EMPLOYER will make arrangements to afford individual employees the option to subscribe to a qualified Health Maintenance Organization Plan or other Group Practice Plan upon written request when they become available, if such plans are approved by the EMPLOYER in lieu of all medical insurance coverages provided in this Article, subject to the limitation on EMPLOYER contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the EMPLOYEE and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

On behalf of each employee subscribing to a Health Maintenance Organization Plan or other Group Practice Plan under the preceding paragraph, the EMPLOYER will make monthly contributions to such Plan towards the cost of such coverage; provided, however, that the EMPLOYER'S contributions shall not exceed the cost of providing benefits to the employee under this Article.

- 32.10 The EMPLOYER will make arrangements to afford individual employees who are regularly scheduled to work at least twenty (20) hours per week and at least thirty-six (36) weeks per year, the option to subscribe to a Flexible Spending Account, upon written request effective September, 1988, in lieu of all medical insurance coverages provided in this Article, subject to the limitation on EMPLOYER contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the EMPLOYER and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

On behalf of each employee subscribing to a Flexible Spending Account under the preceding paragraph, the EMPLOYER will make quarterly contributions in the amount of \$150 (\$600 per year).

- 32.11 The BOARD will make arrangements to afford individual employees who are regularly scheduled to work at least twenty (20) hours per week and at least thirty-six (36) weeks per year, the option to subscribe to a Cash Bonus Account, upon written request effective September, 1988, in lieu of all medical insurance coverages provided in this Article, subject to the limitation on EMPLOYER contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the EMPLOYER and the ASSOCIATION, but no more frequently than once in any twelve (12) month period.

On behalf of each employee subscribing to a Cash Bonus Account under the preceding paragraph, the EMPLOYER will make quarterly contributions to such account in the amount of \$150 (\$600 per year).

- 32.12 **Conversion Privilege**

If an employee's life and accidental death insurance coverage is terminated, such employee will be entitled to convert to an individual life and accidental death insurance policy I without a medical examination, provided application is made within thirty-one (31) days of such termination of coverage.

- 32.13 Every Covered employee, covered spouse of an employee and/or covered dependent(s) of an employee, whose group health insurance is terminated for reasons of:
- A. Termination of the employment, layoff or reduction in the hours of employment, of the employee;
  - B. Death of the employee;
  - C. Eligibility of the employee for Medicare;
  - D. Divorce or separation from the employee; or
  - E. Change in dependent status (for example, children who attain a certain age under the policy, finish school, marry, etc.); shall be eligible to elect continuation coverage under the group health insurance policy offered to employees, at group rates which represent 102% of the premium cost. Where group coverage terminates by reason of divorce, separation or change in dependent status, the employee, spouse and/or dependent must give notice of such event, in writing to the BOARD, within 60 days of such event. If elected, continuation coverage shall be available at the cost of the employee or dependent(s), for 18 months if coverage is terminated by reason of a termination, layoff or reduction in hours, and 36 months for the other above-stated reasons.
- 32.14 Continuation coverage elected pursuant to 32. 17 above shall terminate if any of the following events occur:
- A. Premiums are not paid when due;
  - B. The person(s) continuing coverage become eligible for Medicare, or covered by another group health insurance policy;
  - C. The BOARD no longer offers group health insurance coverage to its employees.
- 32.15 The provisions of 18.17 and 18.18 are to be interpreted and administered in full accord with the Consolidated Omnibus Budget Reconciliation Act of 1986 (P. L. 99-272) as such Act amended the Public Health Service Act. B.

**ARTICLE THIRTY-THREE**  
**CODE 125 FLEXIBLE BENEFIT PLAN**

- 33.01 All members of the four locals of the Ohio Association of Public School Employees (OAPSE) who are employed by the Dayton City Schools desire the Dayton City School District Board of Education to implement an I.R.S. approved Code 125 Flexible Benefit (Cafeteria) Plan for their use on a payroll deduction basis. It is desired that this plan would include the benefits of pre-taxing employee costs for: all legally eligible insurance premiums under the provisions of Section 106 of the I.R.S. Code; unreimbursed medical expenses under the provisions of Section 105 of the I.R.S. Code; and dependent care costs (child or parent) under the provisions of Section 129 of the I.R.S. Code.
- 33.02 It is further desired that this plan be implemented and maintained at no cost to either the School Board or the employees now or in the future. The parties have been provided information by American Family Life Assurance Company of Columbus (AFLAC) that both the set-up and ongoing administration of the 125 Plan, as well as the availability of supplemental health insurance benefits on a pre-tax basis, could and would be done by them at no cost. It is requested, therefore, that the School Board contract, on behalf of all Dayton City School employees represented by OAPSE, with AFLAC to implement a 125 Plan as described above.
- 33.03 It is further requested that during the annual open enrollment period established for the 125 Plan and all available benefits by the delegated 125 Plan administrator (AFLAC representative) on an individual employee basis. It is expected that this would also have to be accomplished on a non-interference-with-work basis.

**ARTICLE THIRTY-FOUR  
SALARY SCHEDULES FOR LICENSED EDUCATIONAL INTERPRETERS**

34.01 **Salary**

- A. During the 2017-2018 school year, Interpreters will receive a 2.5% increase in base wages.
- B. During the 2018-2019 school year, Interpreters will receive a 2% increase in base wages.
- C. During the 2019-2020 school year, Interpreters will receive a 1.5% increase in base wages.

**FY 2018**

Step	Base		Incentive 1		Incentive 2	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	17.76	25,756.71	18.76	27,206.71	19.76	28,656.71
2	18.66	27,049.75	19.66	28,499.75	20.66	29,949.75
3	19.59	28,402.24	20.59	29,852.24	21.59	31,302.24
4	20.56	29,814.18	21.56	31,264.18	22.56	32,714.18
5	21.60	31,315.29	22.60	32,765.29	23.60	34,215.29
6	22.67	32,875.85	23.67	34,325.85	24.67	35,775.85
7	23.81	34,525.59	24.81	35,975.59	25.81	37,425.59

8	24.99	36,234.78	25.99	37,684.78	26.99	39,134.78
9	26.23	38,033.14	27.23	39,483.14	28.23	40,933.14
10	27.57	39,980.13	28.57	41,430.13	29.57	42,880.13
11	28.13	40,782.70	29.13	42,232.70	30.13	43,682.70
12*	28.69	41,598.35	29.69	43,048.35	30.69	44,498.35

**FY 2019**

<b>Base Step</b>	<b>Hourly</b>	<b>Annual</b>	<b>Incentive 1</b>		<b>Incentive 2</b>	
			<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>
1	18.12	26,271.85	19.12	27,721.85	20.12	29,171.85
2	19.03	27,590.75	20.03	29,040.75	21.03	29,041.75
3	19.98	28,970.28	20.98	30,420.28	21.98	30,421.28
4	20.97	30,410.46	21.97	31,860.46	22.97	31,861.46
5	22.03	31,941.59	23.03	33,391.59	24.03	33,392.59
6	23.13	33,533.37	24.13	34,983.37	25.13	34,984.37
7	24.29	35,216.10	25.29	36,666.10	26.29	36,667.10
8	25.49	36,959.47	26.49	38,409.47	27.49	38,410.47
9	26.75	38,793.80	27.75	40,243.80	28.75	40,244.80
10	28.12	40,779.73	29.12	42,229.73	30.12	42,230.73
11	28.69	41,598.35	29.69	43,048.35	30.69	43,049.35
12	29.26	42,430.32	30.26	43,880.32	31.26	43,881.32

**FY 2020**

<b>Base Step</b>	<b>Hourly</b>	<b>Annual</b>	<b>Incentive 1</b>		<b>Incentive 2</b>	
			<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>
1	18.39	26,665.92	19.39	28,115.92	20.39	29,565.92
2	19.31	28,004.61	20.31	29,454.61	21.31	30,904.61
3	20.28	29,404.84	21.28	30,854.84	22.28	32,304.84
4	21.29	30,866.62	22.29	32,316.62	23.29	33,766.62
5	22.36	32,420.72	23.36	33,870.72	24.36	35,320.72
6	23.47	34,036.37	24.47	35,486.37	25.47	36,936.37
7	24.65	35,744.34	25.65	37,194.34	26.65	38,644.34
8	25.87	37,513.86	26.87	38,963.86	27.87	40,413.86
9	27.16	39,375.71	28.16	40,825.71	29.16	42,275.71
10	28.55	41,391.42	29.55	42,841.42	30.55	44,291.42
11	29.12	42,222.33	30.12	43,672.33	31.12	45,122.33
12	29.70	43,066.78	30.70	44,516.78	31.70	45,966.78

Note: Step 12 is 2% over step 11 as negotiated for this contract period.

An additional Step (Step 12) will be added to the salary schedule at 2% above Step 11.

Effective with the first full pay period in January 2003 current and newly hired Educational Interpreter shall be placed on the wage schedule based upon years of service as an Educational Interpreter, except that no Educational Interpreter shall be advanced more than five (5) steps.

A year of service for purposes of calculating service credit under this article shall be one hundred twenty (120) workdays from July 1, through June 30.

Incentive Level I is reached when a BU member has obtained either a Bachelor's



Degree **or** National Certification.

Incentive II is reached when a BU member has obtained a Bachelor's Degree **and** National Certification **or** a Master's Degree.

Incentive Level I shall be paid at an additional \$1.00 per hour above Base and Incentive Level II shall be paid at an additional \$1.00 per hour above Level I, as reflected on the foregoing Certificated Base Hourly Rate salary schedule.

**Attendance Incentive:** An Attendance Incentive may be earned and paid quarterly as follows:

Perfect Attendance (0 days absence) - \$250 (possible max of \$1,000/year)

Excellent Attendance (1/2 to - 2 days absence)- \$100 (possible max of \$400/year)

It is the responsibility for the Employee to verify their attendance record with Management within ten (10) days for the posting of Excellent Attendance.

#### 34.02 **Saturday, Sunday and Holiday Work**

- A. A licensed Educational Interpreter who is called/scheduled to work on Saturday shall be guaranteed a minimum of three (3) hours work on such day and shall be compensated at the rate of time and one-half (1½) his/her regular rate of pay for all such hours worked.
- B. A licensed Educational Interpreter who is called/scheduled to work on Sunday or on a National Holiday (as listed in Article 7.01) shall be guaranteed a minimum of three (3) hours work and shall be guaranteed at the rate of two (2) times his/her regular rate of pay for all such hours worked.

#### 34.03 **Extra Duty Work**

- A. A licensed Educational Interpreter who is called/scheduled to work on a day, Monday through Friday, that would otherwise be a non-work day for that Licensed Educational Interpreter shall be guaranteed a minimum of three (3) hours work on such day and shall be compensated for such hours worked.
- B. Extra Duty pay will begin when the assignment is scheduled to start.
- C. Extra Duty pay will continue until the assignment is scheduled to end, when minimum hours are satisfied, or until the work is finished whichever is the longest time. (If the student/staff member does not show up the minimum hours, as stated in 34.03-A, will supersede this)
- D. When the Interpreter Coordinator determines that continuous intensive interpreting is required for an extended period of more than 2 hours, he/she will after consultation with and the approval of the supervisor assign two interpreters. Both will be paid for the full-time.

- E. When the interpreter on an assignment is transported by DPS, its authorized agent, or in a vehicle provided and/or paid for by DPS or its authorized agent; travel time will be considered duty time and paid for in the same manner as all Extra Duty.
- F. When an interpreter is required to go from one duty location to another during the normal work day or for Extra Duty assignments; and, are required to provide their own transportation, mileage will be paid at the going rate.

**34.04 Longevity Bonus**

- A. Longevity compensation will be granted to each Interpreter who has completed twenty (20) years of service to the Dayton Public Schools. The following pay shall become effective on the anniversary date of each Interpreter’s initial employment. Each eligible Interpreter shall receive longevity pay in a lump sum amount of \$700.00. The lump sum payment shall be made the last pay in June.

**THIRTY-FIVE  
OVERTIME COMPENSATION**

- 35.01 Licensed Educational Interpreters shall be compensated at the rate of one and one-half times their regular hourly rate of pay for all hours worked in excess of forty (40) hours during one work week.

**THIRTY-SIX  
FAVORED NATIONS FOR HOSPITALIZATION BENEFITS**

- 36.01 If any other bargaining unit negotiates language providing greater or different hospitalization benefits or rates of contribution, this bargaining unit will be offered the same benefits or rates.

**THIRTY-SEVEN  
PEOPLE DEDUCTION**

- 37.01 A deduction for the Public Employees Organized to Promote Legislative Equality (People) legislative program shall be established for OAPSE Local 766. Participation in the deduction shall be strictly voluntary. The deduction shall be permitted.

**THIRTY-EIGHT  
LICENSED EDUCATIONAL INTERPRETERS**

- 38.01** One Licensed Educational Interpreter will be designated as the “Interpreter Coordinator.” This person shall be assigned by the Director with the consensus of the DEIA.

This position will be paid on the same pay scale as all other Licensed Educational Interpreters and the work will be performed during regular duty hours. If extra duty is required for the completion of the job, extra duty will be paid in the same manner as all other Licensed Educational Interpreters.

The Interpreter Coordinator will be available to receive phone calls from one hour before the start of the earliest school, until 30 minutes after the start of the latest school where Educational Interpreters are working.

#### 38.02 Interpreter Coordinator Duties

1. Assists the Associate Director of Special Education with interpreter assignments and schedules at the start of a new school year and throughout the year.
2. Participates in the interview process of potential interpreter candidates.
3. Assigns substitute interpreters when and where needed.
4. Matches the needs of the students with the skills of the interpreters for extracurricular activities, IEP conferences, Parent/Teacher conferences, etc. for both Deaf students and Deaf parents of hearing students.
5. Provides input to the Associate Director to scheduled relevant workshops for staff development.
6. Participates in the orientation of new interpreters and/or practicum students within the district.

### **ARTICLE THIRTY NINE SICK LEAVE BANK**

#### 39.01 Establishment of Sick Leave Bank

Sick Leave Bank, hereinafter referred to as “Bank,” shall be established for the Dayton Educational Interpreters Association. Participation in the Bank shall be voluntary. The Bank shall remain in existence, provided that eighty percent (80%) of the bargaining unit members volunteer to participate, and shall be governed by the procedures in this Article. The participation drive shall attain 80% of the Dayton Educational Interpreters by October 1<sup>st</sup>.

#### 39.02 Participation in the Sick Leave Bank

Any new employee with one (1) or more days of accrued unused sick leave may elect to participate in the Bank and must do so by September 15 of each year. This includes new employees who are advanced five (5) days.

#### 39.03 Donation to Sick Leave Bank

A participating employee in the Bank shall contribute one (1) day of sick leave to the Bank. Participating employees, except those whose accumulated sick leave has been depleted, shall contribute an additional day each time the Bank contains days numbering

fewer than ninety (90). Sick leave days shall not be returned to the employee except as provided hereinafter for the employee's personal illness, accident, or injury.

#### 39.04 Withdrawal from Sick Leave Bank

A Sick Leave Bank Committee (formerly known as Catastrophic Leave Committee) shall have three (3) members appointed by the UNION, and three (3) members appointed by the ADMINISTRATION, and shall be operated by guidelines established by that committee to approve or disapprove all requests for withdrawal from the Bank within the following limitations:

- 39.04.1 A withdrawal may be approved only upon the depletion of the respective employee's accumulated sick leave.
- 39.04.2 The maximum withdrawal for any employee shall be forty-five (45) days. Additional days may be granted by approval of the Sick Leave Bank Committee.
- 39.04.3 An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.
- 39.04.4 Withdrawals shall be in full day units.
- 39.04.5 All applications for withdrawal shall be in writing, shall be verified by the Committee, shall contain a physician's referral, and may be submitted on behalf of an employee by another person when necessary.

#### 39.05 Replacement of Withdrawal

There shall be no requirement for an employee to replace sick leave days withdrawn from the Bank, except as equally required of all other participating employees.

#### 39.06 Eligibility for Sick Leave Bank

An Interpreter who chooses not to participate in the Bank shall not be eligible to withdraw any sick leave already contributed by other Interpreters to the Bank.

#### 39.07 Unused Sick Days

Unused days shall be returned to the sick leave bank.

## **ARTICLE FORTY SEVERANCE ALLOWANCE**

#### 40.01 Severance Rights

Pursuant to Section 124.391 of the Revised Code of Ohio, the following policy shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of an Interpreter.

#### 40.02 Eligibility for Severance

An Interpreter is eligible for severance if (s)he is a person who:

- has been employed by the BOARD continuously for a period of at least five (5) years prior to the date of retirement
- accrues sick leave pursuant to the provision of the Revised Code of Ohio
- is eligible to receive a retirement pension benefit as a result of employment by the BOARD pursuant to the provisions of the Revised Code of Ohio
- retires from the employ of the BOARD after the effective date of this CONTRACT

#### 40.03 Conversion Factor

All sick leave accumulated by the Interpreter, to a maximum of one hundred eighty (180) total days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of accumulated and unused sick leave converted. The maximum number of days paid as severance pay under this article shall be forty-five (45) days.

#### 40.04 Elimination of Sick Leave

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Interpreter at that time. Payment shall be based on the Interpreter's rate of pay at the time of retirement. Such payment shall be made only once to any Interpreter.

#### 40.05 Severance Account

The following Severance Account shall be effective:

Interpreters must accumulate the maximum 250 days of sick leave to be eligible to accumulate days in the Severance Account.

- Excess sick leave days beyond the 250 maximum will be transferred into a Severance Account for the Interpreter.
- Severance Account days may not be used as sick leave days
- Accumulated Severance Account days will be paid at a ratio of 1 day's pay for each 4 days of accumulated Severance Account days at the time of retirement maximum payment of Severance Account days is limited to 45 days.

In WITNESS WHEREOF, the parties hereto have set their hand this \_\_\_\_\_ day of January 2018.

OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, (OAPSE)/  
AFSCME LOCAL 4, AFL-CIO and  
CHAPTER 766

By \_\_\_\_\_  
Lucretia Ofzky  
President, Local 766

By \_\_\_\_\_  
Jim Gollings  
OAPSE Field Representative

ADMINISTRATIVE STAFF OF THE  
BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT

By \_\_\_\_\_  
Elizabeth Lolli, Ph.D.  
Interim Superintendent

By \_\_\_\_\_  
Jyllian R. Bradshaw, Esq.  
Designated Representative

BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CITY OF  
DAYTON, OHIO

By: \_\_\_\_\_

By: \_\_\_\_\_

## SETTLEMENT AGREEMENT AND MEMORANDUM OF UNDERSTANDING

The Dayton City School District Board of Education (hereafter "BOARD") and OAPSE Local Nos. 156, 158, 191, 627, 650, 766 and 766 (B) (hereafter collectively referred to as "UNIONS") recognize that Ohio law has changed the way the minimum school year is calculated, moving from a minimum number of days in the school year to a minimum number of hours that students are required to be in attendance. "Calamity days" are no longer provided for in that calculation. However, it is further recognized that Section 3319.081 of the Ohio Revised Code still provides for compensation for nonteaching employees when school buildings are closed due to a public calamity. Over the years, the BOARD and UNIONS have negotiated contractual language related to these provisions of the law.

The BOARD and UNIONS hereby agree that this Memorandum of Understanding will replace, substitute, and supersede any and all current contract language addressing calamity days and compensation therefore.

1. Each year, the Board shall adopt the school calendar in compliance with the Ohio Revised Code, and that calendar shall include not less than the minimum number of student hours prescribed by statute.
2. Each school year, the Administration shall also issue Closure Guidelines, specifically addressing whether employees shall report to work during school delays and closures. Those guidelines shall be considered part of the management right to assign employees. Closure day guidelines shall be issued prior December 1 of the school year. If, however, circumstances have resulted in closure day guidelines not being issued prior to December 1, the guidelines from the prior school year shall be considered in effect.
3. In accordance with the provisions of the Ohio Revised Code, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the SUPERINTENDENT due to disease epidemic, hazardous weather conditions, law enforcement emergency, inoperability of school busses or other equipment necessary to the school's operation, damage to a school building, temporary circumstances due to utility failure rendering the school building unfit for school use, or other public calamity. Any employees required by the BOARD to work, and working during the time

that the school or building in which they are employed is closed by the order of the Superintendent due to one or more of the reasons set forth above shall be compensated at their regular salary for the day as if worked and straight time hourly rate for all hours actually worked during such epidemic or public calamity in such building. Further, the BOARD reserves the right to require those UNION members who work less than twelve (12) months per contract year, and who did not report to work on more than five (5) school days in which schools were closed by order of the Superintendent as cited within, to report to work on any days designated to make up above five (5) lost due to the reasons set forth above. UNION members shall not be paid additionally to work these make-up days if the member did not work on the day in which their school was closed.

4. In settlement UNIONS' grievances regarding calamity days for the 2017-2018 school year, the BOARD agrees to pay all bargaining unit members that were LWOPed for lost time because the building in which they are employed was closed due to a public calamity. Additionally, for those bargaining unit members who utilized personal or vacation leave in order to ensure their pay was not interrupted on said calamity days will be re-credited the leave time that was spent. Any such days would have been used for school closures occurring on March 8, 2018 and March 21, 2018. This settlement will only apply to active employees as of the date this Agreement is approved by the Board.
5. This Agreement shall not be construed as an acknowledgement by the Board of any contract violation or an admission of wrongdoing by any party.
6. It is understood and agreed that this Agreement does not set a precedent and will not bind either party with respect to any other future position, action or inaction. This Agreement shall not be used in evidence, referred to, or otherwise introduced in any subsequent litigation or administrative hearing except for the purpose of enforcing the terms and conditions of this Agreement.
7. This Agreement constitutes the entire agreement between the parties concerning the above-referenced issues related to calamity days and associated payments. There are no written or verbal agreements, understandings, arrangements, or terms between the parties concerning the above-referenced grievance other than those set forth herein.



SO AGREED:

J. Fackell      01-22-2019  
UNION Representative      Date

Elizabeth J. Lelli      1/24/19  
Board Representative      Date