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# **NEGOTIATED AGREEMENT**

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between the

**DOVER CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and

**OAPSE LOCAL #392**

**Effective July 1, 2021 through June 30, 2024**

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## ARTICLE I – DEFINITIONS

- A. "Employee" indicates all employees in the Dover City School District for whom OAPSE Local #392 is the recognized representative as defined under the Recognition section of this agreement.
- B. "Union" shall mean Local #392 of the Ohio Association of Public School Employees, (OAPSE) (AFL-CIO).
- C. "Board" shall mean the Dover City School District Board of Education.
- D. "Workday" is a day that the Board office is open.
- E. "Treasurer" shall mean the Treasurer of the Board.
- F. "President" shall mean the President of the Union.
- G. "Supervisor" shall mean all administrators, immediate supervisors or principals.
- H. "Immediate family, personal illness": For personal illness, the immediate family, includes a spouse, child, step-child, father, mother, sister, brother, parent-in-law, grandparent, grandchildren, or any dependent person living in the employee's household for whom the employee has a legal or custodial responsibility.
- I. "Immediate family, death": For death, the immediate family includes father, mother, sister, sister-in-law, brother, brother-in-law, spouse, child, daughter-in-law, son-in-law, parent-in-law, step-father, step-mother, step-brother, step-sister, grandparent, grandparent-in-law, grandchildren, or any dependent person living in the employee's household.
- J. "Other Relative": For death, other relative includes an uncle, aunt, cousin, niece, nephew, and in-laws other than those described in the preceding definition.

## ARTICLE II – RECOGNITION

- A. The Board recognizes the Ohio Association of Public School Employees, and Local #392, as the sole and exclusive bargaining agent for all full-time and regular short-hour employees in the School District eligible for membership in the Union in the following classifications:
  - 1. Classroom Assistants
    - a. Library Aide
    - b. Audio Visual Aide
    - c. Classroom Assistant/Special Education Assistant
    - d. Noontime Assistant

2. Transportation
  - a. Bus Mechanic
  - b. Bus Driver/Special Education Bus Driver
  - c. Van Driver
  
3. Custodial/Maintenance
  - a. Maintenance/Custodian
  - b. Custodian
  - c. Part-Time Custodian/Bus Driver
  
4. Food Service
  - a. Manager
  - b. Assistant Manager
  - c. Cafeteria Worker
  
5. Secretarial
  - a. Secretary
  - b. Telephone Caller
  
6. Technology Assistant

B. The foregoing positions and classifications shall be exclusive of employees holding management level, confidential, seasonal, and casual employee positions. These positions are defined as:

1. Treasurer
2. Secretary to the Treasurer
3. Superintendent's Secretary
4. Supervisors of Building & Grounds
5. Supervisor of Food Services
6. Management Level Employees
7. Casual Substitutes
8. Seasonal and Casual Employees
9. Account Clerk in Treasurer's Office
10. EMIS Coordinator

C. Should any new position be included in the bargaining unit during the term of this Agreement, the Board and the Union shall meet to decide the wage rate for the position.

### **ARTICLE III – NEGOTIATIONS PROCEDURES**

A. Negotiations under this Agreement shall be initiated by either party upon written notice to the other party at any time after seventy-five (75) days prior to the expiration of the

Agreement. Subjects for negotiations shall be salaries, fringe benefits, hours, and terms and conditions of employment.

- B. The parties shall meet at times and places agreed upon at the first negotiations meeting. Times and places of subsequent meetings may be changed by mutual consent of both parties. All meetings shall be held in executive session. The agenda shall be closed after the second meeting. The first session shall be held within fifteen (15) days after either party has requested to open negotiations.
- C. The Board and the Union pledge to conduct negotiations in good faith, which means that there will be a sincere effort on the part of all negotiators to strive for Agreement without interruption of the education of the youth. A maximum of nine (9) persons, including consultants, shall be on each bargaining team.
- D. Exchange of Information – Prior to and during the period of negotiations or impasse provision, the Board and the Union agree to provide each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration. The cost of this information shall be borne by the requesting party.
- E. Caucus – Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party time in which to caucus in privacy.
- F. Progress Report – During negotiations, interim reports may be made by either party to their constituents.
- G. Protocol – No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional manner.
- H. Agreement
  - 1. When tentative agreement has been reached on an individual item, the parties shall initial said item, and it shall then no longer be a subject of negotiations.
  - 2. When agreement has been reached on the entire contract, the outcome shall be reduced to writing. Both parties shall review the Agreement to determine its accuracy. If the Agreement is in proper form, it shall be submitted to the Union for ratification. Following ratification by the Union, it shall be submitted to the Board for ratification and adoption. This Agreement shall be signed by the Board's representatives and the Union's representatives. When adopted by the Board, the Agreement shall become part of the official Board minutes and become binding on all parties.
- I. Dispute Settlement Procedure – In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse. If, after sixty (60) days, all issues have been discussed

and no tentative agreement has been reached, either party may declare impasse. Either party may prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). A copy shall be sent to the Chief Negotiator for the other party. The assigned mediator has the authority to recommend but not to bind either party to any agreements.

- J. Intent to Recommend – Prior to the negotiated Agreement being presented to the Union and to the Board, both negotiating teams shall pledge to recommend adoption of the tentative agreement.

#### **ARTICLE IV – INDIVIDUAL RIGHTS**

A. Personnel Files

1. Upon reasonable request, an employee shall have an opportunity to read materials which may be considered derogatory to his/her conduct, service, character or personality before they are dated and placed in the personnel file.
2. The employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the employee. This signature shall not indicate agreement or disagreement with the content of the material, but shall indicate only that the material has been inspected by the employee. Should an employee refuse to sign, the material will go into the file unsigned.
3. The employee shall also have an opportunity to reply to derogatory material in a written statement that shall be attached to the filed copy.
4. An employee shall be informed of any complaint by a parent and/or student which is directed toward that employee and which may become a matter of record.
5. Derogatory material or complaints against the employee found unwarranted shall be removed from the file. Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.
6. An employee shall have the right, upon request, to review the contents of his/her personnel file. Letters of reference are to be considered confidential and shall not be viewed by the employee.
7. An employee shall have the right to representation at any and all disciplinary hearings or actions and/or when reviewing a personnel file.



B. Employee Evaluations

1. An evaluation form shall be developed by the Board for each of the job classifications. Each employee shall have the opportunity to review any and all evaluations regarding his/her work. The employee shall acknowledge that he/she has read the evaluation by his/her signature on the copy to be filed. A copy of the evaluation shall be given to the employee. Such signature on the evaluation shall not indicate agreement or disagreement with the evaluation. The employee shall have the right to respond to such evaluation either on the evaluation form or by letter to be attached to the evaluation.
2. Employee evaluations shall be made in terms of the criteria established on this form. All employees, beyond the probationary period, shall be evaluated at least once per year. Evaluations may be made by the employee's supervisor. Evaluations may be appealed to the Superintendent or the Civil Service Commission within thirty (30) days of the date of the signature.

C. Disciplinary Action

Disciplinary actions, interviews and reprimands shall be made in private. The Board agrees not to terminate or suspend for more than three (3) days nonprobationary employees without just cause. The employee may request the attendance of a Union representative at all levels of this procedure.

**ARTICLE V – GRIEVANCE PROCEDURE**

- A. A grievance is a written claim based upon an alleged misinterpretation, misapplication or violation of any of the provisions of this Agreement.
- B. An aggrieved person is an employee, group of employees or the Union having a grievance.
- C. The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances. Both parties agree that the grievance proceedings shall be kept confidential to the extent allowed by law at all levels of the procedure.
- D. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are a maximum. An effort will be made to expedite the procedure; however, the time limits may be extended by mutual agreement of both parties.
- E. The aggrieved may be represented at all stages of the grievance procedure by a representative of the Union. No employee shall be required to have representation.
- F. Except in cases of extreme emergency and the grievant is out of town, if the formal written grievance procedure at Level Two is not initiated within fifteen (15) working

days after the aggrieved person or persons knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived.

G. If the Board fails to answer the grievance in a timely manner, it shall automatically proceed to the next step.

H. Grievances shall be resolved as follows:

1. Level One

In the event a grievant believes there is a basis for a grievance, the employee shall first discuss the matter with his/her immediate supervisor. The supervisor shall respond in writing to the grievant within five (5) working days. If the employee is not satisfied with the supervisor's response, he/she may submit a written grievance with the supervisor at level two. In the event an issue does not pertain to the immediate supervisor, the grievant may file a grievance with the Superintendent.

2. Level Two

The aggrieved person shall file a grievance in writing with his/her supervisor with copies to the President and the Superintendent. The supervisor shall, within five (5) working days after receiving the grievance, submit a written answer to the grievance to the Superintendent, with copies to the President and the aggrieved person. In the event an issue does not pertain to the immediate supervisor, the aggrieved person shall proceed to Level Three of the grievance procedure.

3. Level Three

- a. If the grievant is not satisfied with the answer provided at Level Two, he/she shall, within ten (10) working days after receipt of the supervisor's reply, appeal the grievance, in writing, to the Superintendent.
- b. Upon referral of a grievance to the Superintendent at Level Three, and by mutual agreement, a conference between the grievant, the Union President and/or his/her designee, and the Superintendent and/or his/her designee, shall be held to seek a solution to the grievance. This conference shall be held within ten (10) days of the submission of the grievance at Level Two.
- c. When a conference is held, the Superintendent or his/her designee shall, within five (5) working days after the conference, review the grievance and give a written response to the aggrieved person and the Local President.

- d. When a conference is not mutually agreed upon, the Superintendent or designee shall, within ten (10) working days after the submission of the grievance at Level Three, review the grievance and give a written response to the aggrieved person and the Local OAPSE President.

4. Level Four

Either party may request grievance mediation through FMCS prior to arbitration.

5. Level Five

- a. The grievant may, within ten (10) working days after the answer of the Superintendent, notify the Superintendent of its intent to submit the grievance to arbitration.
- b. Within twenty (20) working days of the notification to the Superintendent, the grievant shall, upon written notification to the Superintendent, request that the American Arbitration Association submit a list of seven (7) arbitrators. Within five (5) working days of the receipt of such list, the parties shall select an arbitrator by alternately striking a name from the list until only one (1) name remains. The striking of the first name shall be determined by the toss of a coin. Either party has the right to request a second list. The cost of the second list of arbitrators shall be borne by the requesting party. The arbitrator selected shall, if possible, schedule a hearing within forty-five (45) days and at a time mutually agreeable to both parties. Costs incurred by the arbitration shall be shared equally by the Union and the Board. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The decision of the arbitrator shall be binding on both parties.

**ARTICLE VI – HOURS OF WORK AND OVERTIME**

- A. Work Week – The standard work week for all bargaining unit members shall be five (5) days per week from Monday through Friday. The work week shall consist of forty (40) hours in any one (1) seven (7) day period for all classified employees.
- B. Method of Computing Overtime Rate -- The Board shall pay for overtime worked at the rate of time and one-half (1½) for all hours over eight (8) worked on any day, excepting bus drivers. Holidays, calamity days, vacation, and compensatory time shall be considered active pay status for overtime purposes. Any other days such as personal leave, sick leave, bereavement leave, etc. will not be considered as hours worked for computing overtime.

C. Compensatory Time Off – The Board may grant compensatory time off in lieu of overtime pay. Such compensatory time shall be accrued and granted at time and one-half (1½) for all overtime hours worked and may be accrued up to three (3) days. Any employee electing to take compensatory time off in lieu of overtime pay shall have prior approval of such accrued time by his/her supervisor. Compensatory time shall be taken within one hundred eighty (180) days following the time the overtime was worked. In the event an employee that has accrued compensatory time becomes deceased or leaves the employment of the Board, said accrued compensation shall be paid to the employee or the employee's estate, in full, within the next two (2) pay periods. Comp time shall be exhausted or paid by the end of the fiscal year.

D. Calamity Days

1. An employee required to work and working during the time of an emergency created by an act of God, such as a tornado, flood or snowstorm or any other condition, requiring schools to be closed to students, shall be compensated at the regular rate for all hours worked during such emergency in addition to calamity day pay.
2. When an employee works on a holiday, he or she will be paid time and one-half (1-1/2) pay. When a calamity make-up day is scheduled on Martin Luther King Day or Presidents' Day, the employee will be paid time and one-half (1-1/2).
3. Classified employees needing to fulfill their contracted hours will fulfill their contract by working any days necessary, if required to be made up due to a calamity day. Any make-up days required to fulfill a nonteaching employee's contracted days shall be made up in accordance with the Board-adopted school calendar.
4. Twelve (12) month custodians and secretaries will already be working on these days.
5. After the fifth (5th) inclement weather day (Day 6), all members of the bargaining unit in the District will report to work, as follows:
  - a. If road conditions are poor, as determined by the Superintendent, the District will run a two-hour delay schedule. If an employee is unable to get to school because of road conditions, he/she must take one of their three (3) personal days.
  - b. If school is cancelled due to cold temperatures, employees will report to work at their regularly scheduled times.
6. The Superintendent has the authority to cancel schools for all employees.

- E. Saturday and Sunday Work – Employees not regularly scheduled to work on Saturday and/or Sunday who are called in to work shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for such hours worked in excess of forty (40) hours.
- F. Reduction in Pay – An employee working less than the prescribed number of hours in any seven (7) day period shall have his/her pay reduced proportionately except:
1. Hours not worked because of illness or other causes stipulated by State statute is paid release time.
  2. Hours not worked for which prior approval for absence or reduction of assigned work week hours has been granted by the Superintendent.
- G. Time Schedule
1. Secretaries
    - a. Twelve (12) months for a total of fifty-two (52) weeks, or up to two thousand eighty (2,080) hours per year, including holidays.
    - b. Nine and one-half (9½) months for a total of thirty-nine (39) weeks, or up to one thousand five hundred sixty (1,560) hours per year, plus paid holidays.
    - c. Ten (10) months for a total of forty-one (41) weeks, or up to one thousand six hundred forty (1,640) hours per year, plus paid holidays.
  2. Classroom Assistants/Technology Assistants – Up to one hundred eighty-two (182) days plus paid holidays.
  3. Custodians – Twelve (12) months for a total of fifty-two (52) weeks, or two thousand eighty (2,080) hours per year, including holidays.
  4. Part-Time Custodian/Bus Driver – Twelve (12) months for a total of fifty-two (52) weeks, up to two thousand eighty (2,080) hours per year, including holidays. No more than two (2) of these positions may be created within the District. The employee of this classification shall be paid on the Custodian/Bus Driver wage scale which shall be the average of Custodian and Bus Driver wages at each step at the employee's current step in the Part-Time Custodian/Bus Driver.
  5. Cafeteria Employees – One hundred eighty (180) days plus paid holidays.
  6. Bus Drivers – One hundred eighty (180) days plus paid holidays. Hours are based on length of route.

- H. Breaks – All employees who work eight (8) hours per day shall have two (2) fifteen (15) minute breaks during their work shift.
- I. Released Time for Union President – The President and/or a member of the Union may be granted emergency/personal leave under Board policy to perform duties beneficial to the Dover City School District. In addition, the President shall have up to two (2) days per year paid release time to attend grievances or arbitrations scheduled during his/her normal working hours.
- J. Meetings – All bargaining unit employees will be compensated at their regular hourly rate for mandated meetings which occur outside their regular work schedule.
- K. Higher Classification – Any employee temporarily assigned to a higher job classification, after five (5) consecutive days at that classification, shall be paid at the higher rate, as shall be determined by the individual years of experience on the wage schedule.

#### **ARTICLE VII – SENIORITY PROVISIONS**

- A. To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail. Nothing in these seniority provisions shall be construed to change, amend or interfere with the civil service laws of the City of Dover.
- B. System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire. Classification seniority shall be defined as the length of employment by an employee in a particular classification from the most recent date of entry into the classification. In cases of identical seniority, the last four (4) digits of the employee's Social Security number shall determine seniority, with the highest being the senior employee. Employees on a recall list shall accumulate seniority at the same rate as an employee who is not laid off.
- C. A seniority roster will be furnished to the Union and to all employees of the Dover City School District upon request of the Union President. Said roster shall list each employee's system and classification seniority. The list will be updated each year.
- D. There shall be a probationary period of sixty (60) work days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. Employees retained beyond this sixty (60) work day period shall have their system seniority computed as of their date of hire. An employee's job classification seniority shall be computed as of their latest date of entry into the job classification.
- E. Employees with system seniority who change job classifications shall not accumulate job classification seniority in their new classification during their first thirty (30) work days of employment in such job classification, but shall continue to retain their seniority in their former job classification during this period. Upon completion of thirty (30) work

days of employment in the new job classification, such employees shall acquire seniority in the new job classification dating from their most recent date of entry into such job classification, and shall no longer retain their job classification seniority in their former job classification.

F. Placement on the Wage Schedule

All new employees and any employee returning from a resignation shall be placed no higher than step ten (10) on the wage schedule.

G. The seniority roster will be used to assign all overtime, extra work, and extra driving assignments, within a classification beyond the regular work schedule. Opportunity for additional work and trips will be offered first to the employee with the greatest seniority, then proceeding down the roster until all assignments are filled. The next time that additional work or trip assignments are available, the remaining employees on the roster, in rotation of seniority, will be offered the opportunity for this additional work before returning to the first name on the roster. This shall be by seniority within the building. If no employee is available within the building, the rotation shall continue beginning with the senior employee within the classification. Where there is a need for extra routes, the route will be assigned by seniority (offered to the senior employee first). Exception: Overtime or extra work in the stadium area shall be a separate roster rotated by classification seniority with the Custodial/Maintenance being considered as one classification for the purpose of this section only, consistent with past practice.

H. Bus route times shall be established by the end of the first full school week in October of each year. As bus driving positions need to be filled at other times, the routes shall be posted and awarded to the bus driver with the most classification seniority prior to filling from outside the classification. If a route adjusts up or down by ten (10) minutes after the initial bid and prior to the end of the first full week in October, the route shall be rebid. Adjustment in routes on or after the first full week in October 1 will not result in a driver's loss of wages or fringe benefits for the remainder of the school year.

I. Employees with at least five (5) years system seniority shall, when changing classification series, be placed on the fifth (5th) step of the salary schedule in the new classification. When changing classifications within the series, employees shall remain at the same step of the salary schedule in the new classification.

J. A list of substitute cafeteria employees shall be maintained and used when regular cafeteria employees are absent. Should none of the substitute cafeteria employees on the list be willing and able to report to work, regular cafeteria employees may be used. If a regular cafeteria employee is used, it shall be on a rotating seniority basis per building. If none are available, it shall be by rotating system seniority.

## ARTICLE VIII – POSTING AND BID PROCEDURE

- A. Employees shall be given an opportunity to apply for positions for which they qualify requiring greater responsibility and level of competency.
- B. As regular vacancies and new positions occur in the bargaining unit, notice of such vacancy or new position shall be posted on bulletin boards for five (5) calendar days prior to the filling of the position. A notice of the vacancy will be sent to the President of the Union. Such notice shall set forth the job title, location, classification, time schedule, salary range, job description, the end of the posting period, and qualifications.
- C. During the summer months, notice of such vacancies or new positions shall be mailed to the Local OAPSE President and three (3) Union designees as identified to the Treasurer by the Local OAPSE President. Summer postings will be e-mailed to all employees and shall be posted for a period of five (5) calendar days prior to the filling of the positions.
- D. Two (2) copies of a job posting for each vacancy, Notice of Vacancy, and the effective date of the vacancy shall be given immediately to the President of the Union. Within five (5) calendar days after the vacancy is filled, the date and name of the person filling the vacancy shall be given to the President of the Union.
- E. Any qualified employee interested in the vacancy shall submit, in writing, a request for the vacant or newly created position no later than five (5) working days after the vacancy is posted.
- F. Transfers or appointments within a job classification series (i.e., Custodial/Custodial Maintenance) shall be granted on the basis of evaluations, ability and seniority.
- G. Promotions or transfers to a different job classification series shall be granted on the basis of evaluations, qualifications and seniority. All postings shall be filled within thirty (30) workdays from the date of the posting.
- H. If an employee does not complete the sixty (60) work days of employment in the new job classification, the Administration may select another employee who bid on the position under the original posting without re-posting the now vacant position. The employee chosen will be subject to paragraph G above.
- I. All employees shall be hired under the provisions of Chapter 124 or Section 3319.081 of the Ohio Revised Code.
- J. Two Jobs – Employees may hold two (2) jobs from different classification subject to the following conditions:
  - 1. The employee must qualify for the second job through the job bid procedure of Article VIII.



2. The employee's combined regular hours shall not exceed forty (40) per week.
3. That one job may not be curtailed, shortened or done at another time because of the duties or requirements of the other job.

### **ARTICLE IX – LAYOFF PROCEDURE**

- A. In the event it becomes necessary to reduce the number of classified staff employed due to reorganization, abolishment of position, lack of funds, lack of work or building closures, the following procedure shall govern such layoffs.
- B. The number of employees affected by reductions will be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign or otherwise vacate a position.
- C. In any reduction, the concept of seniority shall prevail. Board-approved leaves of absence, including workers' compensation leave, shall not constitute an interruption of continuous service. In case of identical seniority, the last four (4) digits of the employee's social security number shall determine seniority, with the highest being the senior employee.
- D. Any employee affected by such a reduction shall be granted bumping rights. Bumping shall be exercised on the basis of applicable seniority.
- E. Rules for Bumping
  1. Bumping shall first occur in the employee's classification where the affected employee will bump the least senior employee in the classification closest to the hours (higher or lower) of the job being vacated, classification seniority permitting.
  2. If an affected employee cannot bump any employee within his/her classification, then he/she may bump the least senior employee closest to the hours of the vacated position (higher or lower) in a lower classification within his/her classification series based upon system seniority.
  3. If it is found that an affected employee cannot bump in accordance with paragraphs F(1) and F(2) above, or if using F(1) or F(2) results in a reduction in wages, and if the employee previously worked in another classification in a different classification series and has the necessary licenses/credentials to perform the work, the affected employee may bump the least senior employee closest to the hours of the vacated position (higher or lower) in the previous classification using system seniority.

4. Any employee who is bumped under this procedure shall also have the displacement rights prescribed in this Article.
- F. For the purpose of determining bumping rights, there shall be established six (6) classification series as follows:
1. Classroom Assistants
    - a. Library Aide
    - b. Audio Visual Aide
    - c. Classroom Assistant/Special Education Assistant
    - d. Noontime Assistant
    - e. Special Education Bus Aide/Van Aide
  2. Transportation
    - a. Bus Mechanic
    - b. Bus Driver/Special Education Bus Driver
    - c. Van Driver
  3. Custodial/Maintenance
    - a. Maintenance/Custodian
    - b. Custodian
    - c. Part-Time Custodian/Bus Driver
  4. Food Service
    - a. Manager
    - b. Assistant Manager
    - c. Cafeteria Worker
  5. Secretarial
    - a. Secretary
    - b. Telephone Caller
  6. Technology Assistant
- G. Any employee laid off shall retain recall rights for a period of two (2) years, during which time the Board shall not hire any new employee to the classification or any lower classification in the series affected by a reduction until all employees reduced or laid off have been offered an opportunity to be reinstated. During any layoff period, promotions will be granted only when they will not interfere with the recall of any laid-off employee.
- H. Ten (10) calendar days prior to the effective date of any layoff, the Board shall prepare and post for inspection in a conspicuous place, a list containing names, seniority dates, classification, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff.

- I. Employees shall not be recalled to a position until it is established that no employee with more seniority in the classification has bid that position. In the event the position is offered to and declined by an employee on the reinstatement list, the employee's name will be removed from the reinstatement list and the next employee in line of recall shall be offered the position.
- J. It shall be the responsibility of any laid-off employees to provide the Board, during any layoff period, their current mailing address.
- K. Should it become necessary to eliminate a kindergarten route, drivers shall be laid off according to their classification seniority as a kindergarten driver.

**ARTICLE X – VACATION SCHEDULE**

A. Vacation Eligibility and Schedule Entitlement

- 1. All classified eleven (11) and twelve (12) month employees with one (1) or more years of continuous service with the Board shall be eligible for vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
First Year	Up to ten (10) days
1 through 9 years	2 weeks (10 days)
10 through 19 years	3 weeks (15 days)
20 or more years	4 weeks (20 days)

- 2. For each three (3) years over twenty (20) years, one (1) additional day of vacation shall be granted, up to a maximum of twenty-five (25) days. Vacation is taken in the period of July 1 to June 30, subsequent to the period in which it was earned.
- 3. Any employee hired on or after April 1, 2019, holding a position which entitles him/her to vacation, shall earn vacation in quarterly increments. Each quarter shall begin on January 1, April 1, July 1, and October 1, respectively. An employee whose hire date does not coincide with the beginning of a quarter shall have his/her initial quarter prorated and rounded up to the nearest month if he/she works at least 15 days in the first month of employment.
- 4. An employee's hire date shall be used as the anniversary date for purposes of an increase in vacation entitlement.

B. General Vacation Policies

- 1. The employees' vacation schedule shall be arranged through the Office of the Superintendent.

2. Vacation may be taken one-fourth (1/4th) day at a time, if approved by the Superintendent.
3. An employee who may be hospitalized or may have a death in the immediate family while on vacation may request sick leave time in place of vacation time.
4. If an employee takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the employee's earned vacation days. Five (5) work days constitute one (1) week.
5. Employees are encouraged to submit vacation time as early as possible. Vacation will be approved on a first-come, first-served basis. No application for vacation time may be submitted sooner than twelve (12) months prior to the start of vacation time.
6. An employee entitled to vacation days with pay when his/her contract with the Board is terminated shall be granted those days of vacation with pay on the employee's termination date or the termination date shall be extended to include those days of vacation, or the employee may opt to be paid in full for the accumulated vacation days.
7. An employee may work through the day preceding his/her retirement date and be paid for vacation entitlement thereafter.
8. When an employee has previously worked in a classification which did not make the employee eligible for vacation days and is subsequently assigned to a classification which earns vacation days; said employee shall receive credit for each month actually worked in the previous assignment for the purposes of determining the number of vacation days. (i.e., Five (5) years as cook; 5 times 9 equals 45 months; 45 months divided by 12 equals 3<sup>3</sup>/<sub>4</sub> years credit.)
9. Employees hired prior to July 1, 1990, shall be entitled to carry over up to, but not in excess of, the total number of days of accumulated vacation which they had carried over as of July 1, 1990, or twenty (20) days (whichever is greater). Employees hired after July 1, 1990, may carry over up to, but not in excess of, twenty (20) days total. Employees will be compensated at their current per diem rate at the time of their retirement, for the amount of unused vacation accrued up to the maximum in accordance with the above rule. In case of an employee's death, such amount shall be paid to his/her estate.
10. Vacation days will be accrued and posted on a quarterly basis. Upon the request of the employee, up to five (5) days of unused vacation pay can be paid annually at the current daily rate.

11. If an employee dies or leaves the employ of the Board, the employee or the deceased's estate shall receive payment in full for accrued but unused vacation days.

### **ARTICLE XI – PAID HOLIDAYS**

A. Employees shall receive the following paid holidays:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day*        | 2. Martin Luther King Day* |
| 3. Presidents' Day        | 4. Good Friday             |
| 5. Memorial Day*          | 6. Independence Day*       |
| 7. Labor Day*             | 8. New Year's Eve          |
| 9. Day After Thanksgiving | 10. Thanksgiving Day*      |
| 11. Christmas Eve         | 12. Christmas Day*         |

\*Mandated days – O.R.C. §3319.087; holidays shall be taken on the day closest thereto.

### **ARTICLE XII – LEAVES OF ABSENCE**

A. Unpaid Leaves of Absence

1. Employees, under conditions specified herein, may be granted unpaid leaves of absence for the following purposes: illness, maternity, disability, dependent care, professional study, public office, community service and/or military service.
2. These leaves of absence shall be authorized only by the Board upon the recommendation of the Superintendent and as provided by the following rules and regulations, and within the provisions of the Ohio Revised Code governing such leave.
3. Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, or failure to comply with the provision of the leave, may be considered by the Board as termination of his/her contract by the employee.
4. Employees on authorized leaves of absence shall be considered as maintaining continuity of service, provided such leaves do not total more than one (1) year. (Exception: Two (2) years in the case of personal illness or injury.) If conditions warrant, a leave of absence may be renewed for one (1) year. However, time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence, earned annual increments, or retirement, except that military service may be credited to the fullest extent required by law.

B. Illness or Disability Leave

1. Eligibility – Any employee who is unable to perform satisfactorily the duties of his/her position because of personal illness or other documented disability, shall be granted a leave of absence without pay in accordance with Article XII (A).
2. Application for Leave – Application for illness leave or other documented disability requested by an employee shall be made in writing and submitted to the Superintendent. An application for renewal, if any, shall be made at least thirty (30) calendar days before the expiration of the leave. The application for such a leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.
3. Early Termination of Leave – Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the employee to the Superintendent and is accompanied by a statement from the attending physician recommending return to duty, shall commence on the date stated.
4. Application for Reinstatement – Application for reinstatement shall be made as soon as possible after release to return to work from the doctor. The employee shall submit a written statement from the attending physician certifying that the employee has been medically examined and that the employee is, or will be, able to resume his/her duties with the Board. The Board may require, at Board expense, an examination by a Board-approved physician before the employee is reassigned.
5. Unrequested Leave of Absence – If an employee is unable to perform satisfactorily the duties of his/her position because of a physical or other disability, or if the employee has been absent due to personal illness following the expiration of his/her sick leave, the Superintendent may recommend, without the request of the employee, an unpaid leave of absence for a part of the school year, and renewals thereof, if any. The Board may grant such leave in accordance with the provisions of the law.

C. Maternity Leave

1. Eligibility – Employees of the Board who petition for maternity leave will have the option of requesting sick leave, a leave of absence without pay, or a combination of sick leave and unpaid leave of absence. A reasonable advance request of no less than thirty (30) days shall be given except in cases of dire emergency. A request for maternity leave shall specify a beginning and ending date.

2. In cases where sick leave is to be used, the determination of when the employee discontinues service is to be made by the employee and her physician. The length of recuperation period following pregnancy, as determined by the attending physician, is also an allowable use of sick leave up to thirty (30) working days.
  3. A leave of absence without pay may commence at any time mutually agreed upon by the employee and the Superintendent.
  4. The initial request for maternity leave shall not extend beyond the school year in which it is granted. No less than thirty (30) calendar days before termination, the employee may request, in writing, a one (1) year extension of maternity leave. The granting of such extension will depend upon the circumstances of the request and the needs of the District.
  5. Application for Reinstatement – Application for reinstatement may be made by the employee at any time subsequent to the termination of pregnancy. Reinstatement shall be at the discretion of the Superintendent and in accordance with the needs and interests of the District. Such request shall be accompanied by a statement from the attending physician certifying that the employee is both physically and emotionally able to resume her duties with the Board.
- D. Military Leave – Any employee shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with applicable provisions of law.
- E. Public Office/Community Service Leave – Upon written request, an employee may be granted time off, without pay, for a maximum of thirty (30) work days per calendar year to campaign for an elected office. If elected or appointed to public office, the employee shall request an assessment conference with the Superintendent to determine the relationship to said office and responsibilities to the Board. The result of the conference, and any agreement thereof, shall be placed in writing.
- F. Disability Leave of Absence and Retirement
1. If an employee is unable to perform satisfactorily the duties of his/her position because of physical or other disability, or is required to apply for a disability retirement, his/her contract status shall not be terminated. The Board will continue to pay pro-rated health and life insurance premiums for a period not to exceed one (1) year for all employees whose sick leave has expired and who have been granted a disability leave of absence. This benefit shall cease should the employee become gainfully employed elsewhere.
  2. Application – A disability retirement application may be filed by an employee or by any person having Power of Attorney in the employee's behalf.

G. Dependent Care Leave

1. Eligibility – An employee may be granted an unpaid leave of absence for the remainder of a school year in order to care for an incapacitated member of his/her immediate family. Such leave may be renewed for no more than two (2) semesters.
2. Application – An application by the employee for dependent care leave shall be made in writing.

H. Professional Meetings – An employee may receive paid release time and expenses for days on which he/she has prior approval by the Board for the purpose of attending professional meetings.

I. Jury Duty Leave – An employee serving on jury duty shall be compensated in an amount representing the difference between jury duty pay, less expenses connected thereto, and his/her regular pay. When dismissed from jury duty, the employee is required to report to work for the remainder of the workday, if the employee is dismissed from jury duty during the first half of the employee's workday.

J. Religious Observances Leave – Permission may be granted by the Superintendent to employees of the Board to attend special religious services when these services do not coincide with the regular school schedule.

K. Bereavement Leave

1. Death in the Immediate Family – Permission will be granted by the Superintendent for absence not to exceed three (3) days without loss of pay in case of death in the employee's immediate family. Any extension of this permission will be at the discretion of the Superintendent. Additional days shall be charged against an employee's sick leave.
2. Death of Other Relative – All employees shall be allowed one (1) day of absence for attending the funeral of a relative and must use sick leave for this absence.

L. Emergency/Personal Leave

1. One (1) personal day shall, and additional days may be granted by the Superintendent or designee to employees of the Board for emergency leave or to attend civic meetings, attend to business or legal affairs, or personal or family situations which cannot be arranged for at a non-school time.
2. Each staff member may be allowed not more than two (2) days of personal leave each school year to be used with only the following restrictions. Personal leave may not be used to extend a holiday or vacation day, nor may it be used on the first day or last day of the school year. No more than ten percent (10%) of the



nonteaching employees in any building in the District may be on personal leave at the same time.

M. Assault Leave

1. No employee is required to tolerate any act of gross or flagrant misconduct including derogatory, abusive or vile language, acts of violence, threats or insubordination. Any case of assault, verbal or physical, suffered by an employee shall be reported in writing at once to the principal.
2. The principal, after conducting a hearing which, in effect, assures the accused student of his/her procedural due process rights, shall render a decision as to whether or not an assault has been committed. In cases where it has been determined that a physical assault has occurred, the principal shall treat the student according to Board policy and law. In the case of verbal assault, the principal will take the appropriate action as he/she deems necessary. Union representation shall not be denied if requested.
3. Any employee who is threatened with bodily harm by a student, a group of students, visitor(s), or intruder(s) who are on school property, shall notify the principal in writing. The principal shall acknowledge receipt of such a report and shall report this information to the Superintendent and/or Business Manager and the Union representative in writing.
4. Any employee who is absent due to physical disability resulting from a physical assault which occurs in the course of Board employment will be maintained on full pay status during the period of such absence not to exceed thirty (30) working days. The employee shall furnish a signed statement to the Board justifying the use of assault leave. Falsification of information provided to the Board shall be grounds for dismissal.
5. A signed statement from a licensed physician stating the nature of the disability and its duration shall be provided by the employee before assault leave can be approved for payment. Assault leave granted pursuant to this section shall not be charged against the employee's accumulated sick leave.

N. Sick Leave

1. All employees in the Dover City School District shall begin to accumulate up to, but not in excess of, one (1) year plus three (3) days of sick leave at the rate of one and one-fourth (1 $\frac{1}{4}$ ) days per month. Such leave may be used in quarter (1/4) day increments.
2. Each regular employee shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1 $\frac{1}{4}$ ) days per month and at a maximum of fifteen (15) days per year. Each employee who has no sick leave accumulated may be

granted an advance up to fifteen (15) days' sick leave by the Board. The amount of sick leave granted shall not exceed the number of days of sick leave which may be earned by that employee to the end of the contract year.

3. Short-hour employees (less than forty (40) hours per week) shall be entitled to use sick leave on a pro-rata basis based upon a forty (40) hour week. When an employee changes jobs, the sick leave accumulation shall be converted based upon the hours worked in the new job.
  4. An employee may, at his/her discretion, use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the member.
  5. The basis for computing a day's pay shall be the employee's hourly rate or annual base pay divided by the number of his/her days in his/her work year.
- O. Return from Leave of Absence – The individual returning from leave of absence is entitled to resume a position equivalent to that held prior to leave. The employee does not have the right to reoccupy the identical position held at the time the leave was granted. This provision shall not apply to Public Office/Community Service Leave, Professional Meetings, Jury Duty Leave, Religious Observances Leave, Bereavement Leave, Emergency/Personal Leave, Assault Leave, Sick Leave, or unpaid medical leave of absence.
- P. Family and Medical Leave Act Coverage – Employees shall be covered by the provisions of the Family and Medical Leave Act in accordance with Federal law regardless of the number of hours worked the previous year.

### **ARTICLE XIII – RIGHTS OF THE UNION**

- A. Use of Bulletin Boards – The Union shall be permitted use of a designated area of bulletin boards in a school building, administration building, bus garage or other Board-owned building.
- B. Union Leave – Paid leave shall be granted once annually to two (2) delegates to attend the OAPSE Annual Conference for a period of no more than a total of six (6) days for both delegates combined. The Board will provide any necessary substitutes, and each delegate will be responsible for his/her own expenses to attend the conference.
- C. The Union President shall receive a copy of the Board agenda prior to each Board meeting, and the Board follow-up after each Board meeting.

## ARTICLE XIV – BUS DRIVERS

- A. Extracurricular and Field Trips – The Board shall maintain and post a list, by seniority (hire date and/or application date), of all regular drivers, including the part-time Custodian/Bus Driver. Part-time Custodian/Bus Drivers may not call off on their regular custodian assignment to drive a trip. All extracurricular trips shall be offered to these drivers on a seniority rotation basis.
1. When Dover school buses are used for a Dover City School District activity, a regular licensed Dover bus driver must be used. Buses will be used to transport ten (10) or more students to any school sponsored event. In case of post-season competition events more than seventy (70) miles away, or a state-level competition event, the Administration is permitted to use chartered buses, rented vans, or other appropriate transportation of its choosing no matter how many students need to be transported.
  2. The extracurricular field trip rate (refer to the wage schedule) shall be increased the same percentage and at the same time as the regular wage increases and shall be paid storage to storage. The time beyond the hour shall be adjusted in one-quarter (1/4) hour increments.
- B. Call-In Time – Drivers requested to perform services beyond their regular work schedule shall be compensated for this extra time according to the salary schedule. Drivers accepting trips which do not immediately precede or follow the regular work schedule shall receive a minimum of one (1) hour of driving time unless the trip is canceled at least one (1) hour prior to departure.
- C. Discipline – Discipline on the bus shall be handled through the principal through established policy.
- D. Bus Washing – Drivers must spend one and one-half (1½) hours per working month as directed by the Bus Supervisor. Additional time must have prior approval from the employee's supervisor.
- E. Spring State Inspection – Drivers will spend up to eight (8) hours in which to prepare their bus for state inspection. A schedule shall be established between the driver and the Board so that the driver can bring his/her bus in for inspection and parking.
- F. Driver Abstract and Physical – The Board shall pay the fee required by the State for driver abstracts. The Board will reimburse employees for up to the Board approved contract amount for the cost of the driver's annual physical.
- G. Daytime Bus Parking – School buses shall not be parked more than thirty (30) minutes on public streets or roads unless on school business. School business shall include the time necessary to wash and clean the bus.

H. Driver's Pay for Completion of Pupil Rosters – Bus drivers shall be paid at their regular hourly rate for time spent per year for plotting the driver's route on the District's map and/or completion of the pupil roster as directed by the Superintendent or designee.

I. Commercial Driver's License

1. The Board will provide reimbursement to all employees who are required by their job duties to possess a Commercial Driver's License for the fee to obtain the CDL and all future renewals of the CDL. Such reimbursement will occur after presentation to the Treasurer of appropriate receipts and a copy of the CDL. The Board will not pay for any expenses related to the CDL test which are incurred by the employee due to the employee's having points on his/her driver's license.
2. An employee who receives such a reimbursement and who fails to remain in service to the Dover City School District Board of Education for a period of one (1) school year after receipt of the reimbursement shall have the amount of the reimbursement deducted from his/her final check, unless they retire or are terminated during that time.
3. If an employee fails to pass the examination prior to the expiration of their CDL license, he/she shall immediately be placed on an unpaid leave without fringe benefits for a period of up to ninety (90) days or until such time as he/she passes the test. Upon passing the test, all wages and other entitled benefits, including seniority, will be resumed. If the employee fails to pass the examination within the ninety (90) day period, his/her contract shall be deemed terminated.

J. Annual Bus Fueling Pay – Drivers will be paid twelve (12) hours annually to fuel their buses.

K. Midday route assignments shall be bid each year and shall be assigned in accordance with rotating seniority.

L. It is the intent of the parties to have three (3) OAPSE representatives to meet with the Transportation Director prior to the start of each school year in order to review the bus driver/custodian route(s) before they are finalized and placed up for bid.

**ARTICLE XV – CUSTODIANS**

A. A list of substitute custodians shall be maintained and used when regular custodians are absent. Should none of the substitute custodians on the list be willing and able to report to work, custodians or custodial maintenance employees may be used.

B. Building checks and call outs shall be paid at time and one-half (1½) with a minimum of two (2) hours.

## **ARTICLE XVI – SECRETARIES**

Secretarial classifications shall be based on the following formula: secretaries will be compensated according to the adopted salary schedule.

## **ARTICLE XVII – CAFETERIA EMPLOYEES**

A list of substitute cafeteria employees shall be maintained and used when regular cafeteria employees are absent. Should none of the substitute cafeteria employees on the list be willing and able to report to work, regular cafeteria employees may be used. If a regular cafeteria employee is used, it shall be on a rotating seniority basis per building. If none are available, it shall be by rotating system seniority.

## **ARTICLE XVIII – FRINGE BENEFITS**

A. Insurance – Regular employees of the Dover City School District, as a fringe benefit of their employment, shall be eligible to participate in Board-approved health and life insurance programs.

1. An employee's fringe benefits begin when regularly employed by the Board on other than a substitute basis.
2. Board expenditures for insurance will be prorated according to the employee's regular work schedule as follows: Grandfather all current employees who work less than twenty (20) hours per week and who are currently paying one (1) of these portions. If employee voluntarily bids to a position with lesser hours, grandfathering shall not apply.
  - a. Twenty (20) or more hours and up to twenty-four (24) working hours weekly: one-half ( $\frac{1}{2}$ ) of the premium;
  - b. More than twenty-four (24) and up to thirty (30) working hours weekly: three-fourths ( $\frac{3}{4}$ ) of the premium;
  - c. More than thirty (30) working hours weekly: full premium.

B. Insurance Programs

1. Hospitalization and Major Medical
  - a. The Board will pay all but the following premium costs prorated in accordance with Section A above for the PPO coverage detailed below:

The Union agrees to pay eighty percent (80%) of the Dover Education Association's Employee amount of premium.

b. Summary of Benefits

	<u>In-Network</u>	<u>Out-of-Network</u>
Hospital Services	90% after deductible	65% after deductible
Physician Services		
Office Visits	90% after deductible	65% after deductible
Surgery in office	90% after deductible	65% after deductible
Surgery in hospital	90% after deductible	65% after deductible
All Other Eligible Services	90% after deductible	65% after deductible
Hospice Services	Cover under MM 180-day lifetime max	
Chiropractic Services Limits	15 visits per calendar year	
Prescription Drug Benefit	90% after deductible*	--
Preventative Care (PPACA)	100%	0%
Plan Deductible (Annual)		
Per Person	\$300	\$600
Per Family	\$500	\$1,100
Out-of-Pocket Limit		
Per Person	\$500	\$1,500
Per Family	\$800	\$2,000
Emergency Room Co-pay	\$100	\$100

c. Miscellaneous Coverage Provisions

- Occupational therapy is included as an eligible expense.
- Preventive diagnostic tests include a waiver of deductibles for routine pap test, mammography, and prostate exams paid at 100%, including the office visit.
- Home health care will be covered for 120 visits per year under major medical coverage.
- The definition of physician will include optometrists.
- Disability extension of benefits will be excluded.
- Deductible carryover benefits shall be eliminated.
- An optional mail order prescription plan for maintenance drugs will be implemented.
- There will be non-duplication rules for coordinating benefits.

\*All eligible prescription drugs will be covered at the in-network coinsurance rate.

- d. This commences the first of the month following the Board meeting approving employment, or the beginning of the contract, whichever is later.
- e. The Board may, at its discretion, change insurance carriers; however, the amount of coverage shall remain the same or greater than the current policy.
- f. The amount of insurance premiums paid by the Board shall be pro-rated for part-time employees based upon the percentage of full-time hours actually worked.
- g. Additional Surgical Opinion Benefits
  - 1) The plan will pay ninety percent (90%) in-network and sixty-five percent (65%) out-of-network of the usual, reasonable and customary (URC) charges for examination and consultation in connection with an additional surgical opinion. Additional surgical opinions are optional.
  - 2) If the second opinion does not confirm the need for surgery, the employee or dependent may elect to obtain a third opinion.
- h. Pre-certification

Pre-certification of any hospital stay is mandatory with a non-compliance penalty of fifty percent (50%) of hospital facility charges.
- i. Opt Out Option
  - 1) Full-time employees who were on the District's medical insurance plan but who are no longer on the plan shall be paid Two Thousand Dollars (\$2,000.00) per year to opt out of the plan. This payment will be made within thirty (30) days after the end of the plan year (July 1 – June 30). Employees who enroll in the plan during the plan year after opting out shall receive a pro-rata payment. Part-time employees who opt out and are no longer on the plan shall receive a pro-rata payment.
  - 2) This payment will not be made unless five (5) full-time employees opt out of the plan.

j. Section 125 Plan

A premium-only IRS Section 125 plan shall be implemented at Board expense.

k. Dependent Coverage

Dependent coverage is being changed by state law until October 1, 2010, and then federal law thereafter.

2. Term Life Insurance – Coverage provides Twenty-Three Thousand Dollars (\$23,000.00.) of life insurance for all full-time employees. The amount of insurance coverage is prorated for part-time employees. Coverage commences the first of the month following the Board meeting approving employment or the beginning of the contract, whichever is later.
3. Medicare – Insurance payments for employees covered by the Medicare program shall be a minimum of the current single rate or a maximum of fifty percent (50%) of the cost of the employee’s insurance, not to exceed the rate of contribution for employees not covered by Medicare.
4. Dental Insurance – This insurance will pay, after a deductible amount, a percentage of the reasonable and customary fees charged by a dentist. The insurance shall have a calendar year maximum of Fifteen Hundred Dollars (\$1,500.00) per person, and a lifetime orthodontic maximum of Seven Hundred Fifty Dollars (\$750.00) per person. This commences the first of the month following enrollment or the beginning of the Agreement, whichever is later. The Board agrees to pay one hundred percent (100%) of the cost of single or family coverage as elected by the full-time employee. See Appendix A for a summary of dental insurance coverage.
5. Insurance Coverage While on Leave
  - a. Employees granted a leave of absence for other than disability reasons may continue to participate, at the employee’s expense, in Board-approved health and life insurance programs. Such participation shall be subject to the insurance company’s rules and regulations. Arrangements must be made in advance with the Treasurer’s Office for payment of the respective premiums.
  - b. The Board will continue to pay prorated health and life insurance premiums for a period not to exceed one (1) year for all employees whose sick leave has expired and who have been granted a disability leave of absence. This benefit shall cease should the employee become gainfully employed elsewhere.



6. Eye Insurance

The District shall provide an optional eye insurance plan equivalent to VSP option 3A for the bargaining members. The plan must have the option of individual or family coverage. The cost of the plan shall be paid for by the bargaining unit members.

C. Severance Pay – Employees with five (5) years at Dover Schools may elect upon retirement to receive payment for their unused accumulated sick leave in accordance with the following:

1. The amount of severance pay shall be determined by multiplying the daily rate of the staff member's compensation at the time of separation by twenty-five percent (25%) of the unused accumulated sick leave up to a maximum of fifty (50) days or the maximum number of severance days in the teacher agreement, whichever is greater. An employee working less than five (5) years in the Dover City School District shall be eligible to receive thirty (30) days severance payment as specified by O.R.C. 124.39.
2. Severance pay shall be based upon the daily rate of pay as determined from the employee's basic contract exclusive of all supplemental contracts and allowances in effect at the time of retirement.
3. Payment of severance pay on the basis set forth above shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee and waiver to this effect will be executed at the time payment is received.
4. Retirement as defined in this section shall mean receiving a retirement paycheck from the appropriate public employee retirement system.
5. If an employee has twenty-five (25) or more years of service, the amount of severance pay shall not be reduced if hours are involuntarily cut during the last five (5) years of employment. In such circumstances, per diem rate for severance pay purposes shall be based upon the hours worked per day prior to the reduction times the hourly rate of the employee at the time of retirement.

D. Mileage Reimbursement

The Board agrees to reimburse employees for mileage incurred while performing their duties with prior approval or authorization by the Board or Administration. The mileage reimbursement rate shall be the reimbursement rate established by the Internal Revenue Service for deduction purposes. Changes in the reimbursement rate shall be effective upon official notification to the District.

E. Dues Deduction

1. Upon written request of any employee, the Treasurer shall deduct from the employee's pay an amount equal to the annual Union dues as certified by the State Union Treasurer.
2. Such deduction shall be made in twenty-six (26) equal installments beginning with the first pay in October. A signed payroll deduction authorization executed by the employee shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. An employee may withdraw this authorization in accordance with the terms of the application for Union membership filed with the Union.
3. The Board shall assume no obligation, financial or otherwise, arising out of the payroll deduction plans which may hereinafter be incorporated into this Agreement. The Union shall indemnify and hold the Board harmless for any and all claims arising out of or by reason of any action taken by the Board for the purpose of complying with the payroll deduction plan.
4. The Treasurer shall forward to the state OAPSE organization the amount deducted along with a complete description, by name and amount, for each employee.

F. Tax Sheltered Annuities – The Dover City School District will reduce the salary of each employee who has requested it and will remit all salary reductions to the appropriate vendors, directly or through the use of a third party administrator, on twenty-four (24) pays. Changes to the employee's salary reduction agreement may be made once per quarter for a maximum of four (4) times per year. This in no way prevents the employee from stopping their annuity at any point in time.

G. Credit Union Payroll Deduction – Deductions will be made equally from each paycheck.

H. United Way Deduction – Deductions will be made equally from each paycheck.

I. SERS Salary Reduction Pickup

1. The Treasurer of the Board shall contribute to the School Employees Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory wage reduction from the hourly wage otherwise payable to such classified employee.

2. The total annual wage for each employee shall be the wage otherwise payable under their contracts. The total hourly wage shall be payable by the Board in two (2) parts: (1) deferred wage; and (2) cash wage. An employee's deferred wage shall be equal to that percentage of said employee's total annual wage which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by the employee. An employee's cash wage shall be equal to said employee's total annual wage less the amount of the "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for employees' total annual wages otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contributions to SERS based upon the total annual wage, including the "pickup." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual wage less the amount of the "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual wage, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
5. The "pickup" shall be included in the employee's total annual wage for the purpose of determining salary adjustments to be made due to absence, or for any other similar purposes.
6. The "pickup" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
7. This provision shall apply to all payroll payments.
8. The current taxation or deferred taxation of the "pickup" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pickup" will be deferred. If the IRS or other governmental entity declares the "pickup" not to be tax deferred, this section shall be null and void, and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

J. PEOPLE Deductions

Employees may have a portion of each pay deducted automatically for PEOPLE contributions. Said contributions will be sent directly to the PEOPLE Committee in

Columbus. Employees who wish to have PEOPLE deductions taken from their pay shall sign an authorization form.

K. Direct Deposit of Pay

Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory for all members of the bargaining unit, if all other employees in the District agree to implement mandatory direct deposit of pay.

**ARTICLE XIX – WAGES**

A. Wage increases shall be implemented according to the following schedule:

<u>Effective Date of Increase</u>	<u>Percentage Increase</u>
July 1, 2021	2.0%
July 1, 2022	1.5% *
July 1, 2023	1.5% *

These increases shall also apply to Bus Driver field trip rate shift differential and Food Van Driver.

\*or the same increase as the teacher BA-0 base salary, whichever is higher.

B. Classroom assistants and food service employees shall be paid their salary on a pro-rated basis over twenty-six (26) pay periods each year.

**ARTICLE XX – DURATION AND INTENT OF AGREEMENT**

A. This Agreement constitutes a complete understanding of all items negotiated, has been negotiated in good faith and has been explained to the Board and the Union.

B. If any provision of this Agreement conflicts with any state or federal law, such provision(s) shall be inoperative except to the extent permitted by law, and the remaining provisions herein shall remain in effect.

C. This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

D. The Board shall retain all rights, powers, duties and authorities granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate.

- E. Any matter or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- F. The effective date of this Agreement shall be July 1, 2021, and it shall remain in force until June 30, 2024.
- G. The Appendixes attached to this Agreement are a part of the entire Agreement.

**ARTICLE XXI – SIGNATURES TO AGREEMENT**

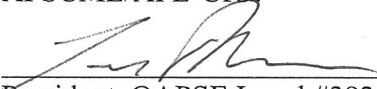
THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Dover City School District Board of Education and the Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Local #392, for and on behalf of the employees in the bargaining unit set forth in Article II of this Agreement.


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written, at Dover, Ohio.

DOVER CITY SCHOOL DISTRICT  
BOARD OF EDUCATION:

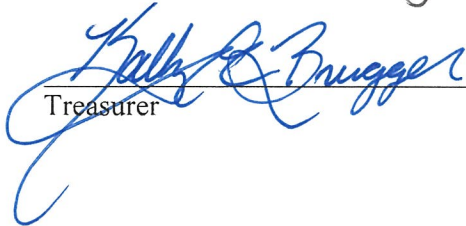
OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, LOCAL #392,  
AFSCME/AFL-CIO:

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
President, OAPSE Local #392

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

**DOVER CITY SCHOOL DISTRICT**  
**SUMMARY OF DENTAL INSURANCE COVERAGE**

Dental Expense Benefits

All Dental Expense Benefits are subject to the deductibles, co-payment, and maximum amount shown below:

A.	Annual Maximum for other than Orthodontics	\$1,500.00
B.	Lifetime Maximum for Orthodontics	\$750.00
C.	Deductible Amount	\$25.00 per calendar year (deductible waived for Class I and Class IV Services)
D.	Family Deductible	Maximum of \$75.00 per family per calendar year.
E.	Co-Payment (Paid by the Plan) 1. Class I 2. Class II 3. Class III 4. Class IV	100% of URC* 80% of URC* 60% of URC* 60% of URC*

\*Late enrollees, including those individuals who did not enroll when first eligible and subsequently enrolled during an open enrollment period shall, during the twelve (12) months immediately following such late enrollment, receive benefits of 50% of the benefits otherwise payable under the Plan after the deductible is satisfied.

**Dover City School District  
Classified Employee Salary Schedule  
2021-2022 School Year**

YEARS OF EXPERIENCE										
JOB TITLE	0	1	2	3	4	5	10	15	18	20
Audio Visual/ Auditorium Assistant	\$13.08	\$13.56	\$14.08	\$15.01	\$15.50	\$15.50	\$16.11	\$17.03	\$17.74	\$18.81
Bus Driver ***	\$18.04	\$18.55	\$19.02	\$19.51	\$20.00	\$20.50	\$21.18	\$21.85	\$22.53	\$23.55
Bus Mechanic	\$21.02	\$21.55	\$22.07	\$22.53	\$23.21	\$23.76	\$24.35	\$24.97	\$25.61	\$26.23
Cafeteria Assistant Manager	\$13.34	\$13.85	\$14.36	\$14.97	\$15.47	\$16.02	\$16.65	\$17.38	\$18.04	\$19.18
Cafeteria Manager	\$14.31	\$14.84	\$15.42	\$15.94	\$16.43	\$16.99	\$17.69	\$18.23	\$19.04	\$20.15
Cafeteria Worker*	\$12.39	\$12.82	\$13.27	\$13.67	\$14.13	\$14.57	\$15.11	\$15.71	\$16.40	\$17.47
Classroom Assistant	\$12.99	\$13.44	\$13.91	\$14.36	\$14.79	\$15.28	\$15.99	\$16.58	\$17.25	\$18.30
Driver	\$13.93	\$14.43	\$14.87	\$15.42	\$15.89	\$16.40	\$17.06	\$17.74	\$18.38	\$19.68
Library Assistant	\$12.99	\$13.44	\$13.91	\$14.36	\$14.79	\$15.28	\$15.99	\$16.58	\$17.25	\$18.30
Media/PR Assistant	\$13.08	\$13.56	\$14.08	\$14.56	\$15.01	\$15.50	\$16.11	\$17.03	\$17.74	\$18.81
Secretaries	\$13.46	\$14.08	\$14.55	\$15.05	\$15.56	\$16.02	\$16.62	\$17.88	\$18.59	\$19.65
Special Education Assistant	\$12.99	\$13.44	\$13.91	\$14.36	\$14.79	\$15.28	\$15.99	\$16.58	\$17.25	\$18.30
Technology Assistant	\$15.49	\$15.95	\$16.50	\$16.95	\$17.42	\$17.87	\$18.54	\$19.10	\$19.79	\$20.11
Telephone Caller	\$12.99	\$13.44	\$13.91	\$14.36	\$14.79	\$15.28	\$15.99	\$16.58	\$17.25	\$18.30

JOB TITLE	0	1	2	3	4	5	6	10	15	18	20
Custodian**	\$16.85	\$17.26	\$17.70	\$18.09	\$18.50	\$18.82	\$19.24	\$19.74	\$20.38	\$21.00	\$22.13
Custodian/ Maintenance	\$18.04	\$18.52	\$18.96	\$19.43	\$19.85	\$20.30	\$20.73	\$21.40	\$22.00	\$22.71	\$23.76
Custodian/ Bus Driver	\$17.46	\$17.90	\$18.36	\$18.80	\$19.25	\$19.66	\$19.87	\$20.46	\$21.11	\$21.76	\$22.84

- \* Food/ Van Driver -- Additional \$.40/ hr.
- \*\* Custodial Afternoon Shift Differential -- Additional \$.45/hr
- \*\*\* Bus Driver Trip Rate \$16.07

**Dover City School District  
Classified Employee Salary Schedule  
2022-2023 School Year**

**TO BE DETERMINED AFTER THE DEA SETTLEMENT IS KNOWN**



**Dover City School District  
Classified Employee Salary Schedule  
2023-2024 School Year**

**TO BE DETERMINED AFTER THE DEA SETTLEMENT IS KNOWN**