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NEGOTIATED AGREEMENT

between the

DUBLIN SUPPORT ASSOCIATION/OEA/NEA

and the

DUBLIN BOARD OF EDUCATION

July 1, 2014 through June 30, 2017

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PREAMBLE

This Contract entered into at Dublin, Ohio upon completion of approval by the parties on the ___ day of June, 2014 is between the BOARD OF EDUCATION OF THE DUBLIN CITY SCHOOL DISTRICT (hereinafter referred to as the "Board") and the DUBLIN SUPPORT ASSOCIATION OEA/NEA (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

1. The Board recognizes the Association as the sole and exclusive representative for members of the bargaining unit. The bargaining unit shall include all regularly employed full-time and all regularly employed part-time non-teaching employees (herein referred to as "Employee(s)" or the "bargaining unit") as defined herein, except all confidential, supervisory, management level, casual, and seasonal employees as defined in Section 4117.01 of the Ohio Revised Code. For the purpose of this section excluded non-teaching employees shall include:

Administrative Assistant to Superintendent
Administrative Assistant to Treasurer
Administrative Assistant -- Records Compliance
Treasurer
Assistant Treasurer
Director of Business Affairs
Accountant
Secretary to Director of Business Affairs
Crossing Guards
ESL Bilingual Aides
Athletic Trainers
Assistant Athletic Trainers
On-Call Substitutes
Information Technology Services Specialist
Attendance Counselors

2. Recognition of the Association as the exclusive representative of members of the above defined bargaining unit shall be for the term of this written contract without challenge as provided for in Sections 4117.04(A) and 4117.05(B) of the Ohio Revised Code.

ARTICLE II

NEGOTIATIONS PROCEDURE

1. Establishment of Procedure

Pursuant to Sections 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary. Nothing herein shall be construed as to limit the rights of the Association set forth in Ohio Revised Code Section 4117.14(D)(2) after utilizing provisions of this Article. This procedure shall remain in effect until amended or terminated by the parties and shall govern the negotiation of a successor agreement. Either party may propose changes to this procedure as part of their initial bargaining proposals pursuant to 3(a) below.

2. Negotiating Teams

The collective bargaining representatives of each party shall consist of not more than six (6) individuals.

3. Negotiations Procedure

- a. Pursuant to Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement. The initiating party must serve notice not less than ninety (90) calendar days prior to the expiration of the existing Agreement.
- b. The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement, and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.
- c. Upon receipt of the notice specified in (a) above, the parties shall enter into collective bargaining.
- d. Meetings shall be held at the reasonable request of either party; however, the initial meeting shall be held not later than seventy-five (75) calendar days prior to the expiration of the existing Agreement.
- e. All proposals for negotiations shall be complete and in writing and exchanged at the first collective bargaining meeting between the parties, unless mutually agreed to otherwise.

- f. Those Articles in the existing collective bargaining Agreement which are not proposed to be modified or terminated by either party shall become a part of the next collective bargaining Agreement.

4. Negotiations Responsibility

- a. Either party may call upon a professional or a lay representative to make presentations of reasonable duration to the other party concerning matters when under discussion.
- b. All negotiations meetings shall be private and closed to all parties except the negotiating teams and any consultants and observers admitted pursuant to 4(a) above and 5(f) below.
- c. In a timely fashion the Board shall furnish to the Association, upon reasonable request, information in such form as it exists, which would assist the Association in making proposals for negotiations including, but not limited to, information about operating levies, enrollment, budgets, and other financial data of the school district. The Association shall furnish to the Board's negotiating representatives, upon reasonable request, information in such form as it exists, that would assist the Board in analyzing Association proposals.

5. Negotiations Process

- a. Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party an opportunity to caucus. The caucus shall be restricted to a maximum of thirty (30) minutes unless both parties agree to an extension.
- b. Requests for information from either team during negotiations shall be made through the respective negotiations representatives.
- c. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chair of each party. Each party may determine the number of matters included in an item.
- d. When an Agreement is reached on all issues proposed, each party's negotiation representatives shall respectively urge and recommend the adoption of such Agreement which shall be reduced to writing and submitted to the Association membership for approval. If approved, the Agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Agreement shall become a binding collective bargaining agreement between the Association and the Board and shall supersede any Board policy, rule, or regulation that may conflict with any term or condition of the Agreement.

- e. Approval by either the Board or the Association occurs when a majority (50% + 1) of the members of each of the parties votes in favor of the Agreement. Otherwise, the tentative Agreement is rejected.
- f. The Board and the Association may admit observers to negotiation meetings. Observers are to retain the confidentiality of the negotiations process. Each party may have up to three (3) observers attend negotiation meetings. The Board observers are restricted to present/elect Board members and supervisors as defined in Article I of this Agreement. The Association observers are restricted to members of its bargaining unit as defined in Article I of this Agreement.

6. Inability to Reach Agreement

If agreement is not reached within forty-five (45) calendar days of the first collective bargaining meeting, in lieu of requesting the State Employment Relations Board (SERB) to intervene as provided in Section 4117.14(C)(2), the parties agree to submit a joint written request to the Federal Mediation Conciliation Service (FMCS) for a mediator to assist the parties. Upon mutual agreement the parties may request mediation from an alternate mediation service. Nothing herein shall prevent the parties from mutually agreeing to continue negotiations without mediation assistance.

- a. The mediator shall have the authority to hold bargaining sessions and to confer with any person deemed necessary to resolve the impasse. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated agreement.
- b. If agreement is not reached on unresolved issue(s) by the tenth (10th) calendar day prior to the expiration of the existing agreement or any mutually agreed extension thereto, or the expiration of the ninety (90) calendar day period identified in Section 3(a.) above, whichever is later, the Association may give a written ten (10) day notice of an intent to strike to the Board and to the State Employment Relations Board (SERB) in keeping with Section 4117.14(D)(2) of the Ohio Revised Code.
- c. Nothing herein shall be construed to prohibit the parties at any time from mutually and voluntarily agreeing to submit any and all issues in dispute to any alternative dispute settlement procedure.

7. Alternative Negotiations Procedures

The parties, upon mutual agreement, may enter into negotiations procedures which differ from those outlined in this Article. The timeline for alternative negotiations procedures will be mutually determined and may require changes in deadlines listed in the conventional procedures hereof.

ARTICLE III

GRIEVANCE PROCEDURE

1. Definitions

- a. A "grievance" is an alleged violation, misinterpretation or misapplication of this contract between the Board and the Association.
- b. A "grievant" may be a member, a group of staff members, or the Association.
- c. The "immediate supervisor" shall mean a non-bargaining unit member who has immediate administrative line authority over the affected grievant.

2. Rights of the Grievant and the Association

- a. A grievant at his/her request may be represented by the Association at all formal and informal steps. The Association shall have the opportunity to be present at all grievance meetings during which grievance adjustments are discussed with the grievant.
- b. The purpose of this procedure is to secure, through the lowest level administrator having authority to resolve the grievance, a solution to the grievance. The parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
- c. The Board, through its administrative staff; will provide the Association all readily available pertinent data and material requested by the Association to permit the processing of a grievance in a timely fashion, and the Association will provide all readily available pertinent data requested by the Board through its administrative staff for like purposes.
- d. A grievant may withdraw a grievance at any level, after notice is provided to the Association. Once withdrawn, a grievant is barred from refileing that grievance.
- e. Unless part of a settlement or by direction of an arbitrator's award, no grievance form(s), record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the use of this procedure. No reprisal shall be made against any party involved in the use of this procedure.
- f. All written grievances shall include the specific section(s) of the alleged violation(s), misinterpretation(s), or misapplication(s) of the contract and shall include the relief sought and date of the filing.

3. Time Limits

- a. The number of days specified at each step in this procedure shall be the maximum. The time limits specified, however, may be extended by written agreement of the parties.
- b. If the grievant does not file a grievance in writing within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based, the grievance shall be considered waived.
- c. If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance shall be deemed resolved on the basis of the written disposition of that step.
- d. Failure at any step of these procedures to conduct a meeting or to communicate a decision on the grievance within the specified time limits automatically entitles the grievant to proceed to the next level unless the time limits are extended in keeping with 3(a).
- e. If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor, it may be initiated at Step II.
- f. Except at the arbitration step, each meeting held pursuant to this procedure shall be conducted at a time and place mutually agreed upon by the grievant and the appropriate administrator. Each meeting will be held at a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- g. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days " shall mean weekdays (Monday through Friday) excluding legal holidays.
- h. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered to the appropriate party or designee.

4. The Procedure

a. Informal Procedure

A grievance shall be verbally presented to the grievant's immediate supervisor in an attempt to resolve it. Prior to the presentation of a grievance, the grievant shall inform the immediate supervisor expressly that he/she is presenting a grievance at the informal step to provide adequate time for the grievant or the immediate supervisor to notify the Association so that appropriate Association personnel are afforded the opportunity to attend such meeting.

b. Formal Procedure

STEP I

If the grievance is not resolved to the satisfaction of the grievant at the informal level, the grievant may further pursue the grievance within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based by submitting the grievance in writing to his/her immediate supervisor. Within seven (7) days after receipt of the Step I written grievance, the immediate supervisor shall meet with the grievant. Within seven (7) days of this meeting, the immediate supervisor shall provide the grievant and the Association with a written disposition of the grievance.

STEP II

If the grievance is not resolved to the satisfaction of the grievant by Step I, the grievant may further pursue the grievance within seven (7) days after receipt of the Step I disposition by submitting the written grievance, Step I to the Superintendent's designee and to the Association's Grievance Committee Chairperson. Within seven (7) days after receipt of the Step I written grievance, the Superintendent's designee shall meet with the grievant. The Superintendent's designee shall write a disposition of the grievance and return a copy to the grievant, the Association's Grievance Committee Chairperson and the Superintendent within seven (7) days after such meeting.

STEP III

With the concurrence of the Association, a grievant may appeal a non-binding Step II grievance disposition by having the Association submit a demand for arbitration form to the American Arbitration Association (AAA) within seven (7) days after receipt of the Step II disposition. A copy of said demand form will be sent to the Superintendent at the same time as the original is sent to AAA. The arbitrator will be selected in keeping with AAA's Voluntary Rules and Regulations, except that either party may request a second list of arbitrators. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the current Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall hold the necessary hearing promptly and issue the award within such time as may be agreed upon. The award shall be in writing and copy sent to all parties present at the hearing. The award of the arbitrator shall be binding on the Board, the Association, and the grievant.

The costs and expenses of the arbitrator and the fees of the American Arbitration Association shall be borne by the losing party.

5. Application of this Procedure

Nothing contained in this procedure shall be construed as limiting the individual rights of a staff member or the Association having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, to seek legal redress under any applicable law, or to seek other redress in keeping with any applicable rule or regulation established by the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code. However, this procedure shall be the sole and exclusive method of resolving complaints within the definition of "grievance."

ARTICLE IV

MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE V

ASSOCIATION RIGHTS

The Association shall have the following rights as the sole and exclusive bargaining representative of the bargaining unit:

1. To address the non-teaching employees at the first district staff meeting and all subsequent district staff meetings each school year upon request of the Association President.
2. To address new non-teaching employees at their orientation meeting if one is held upon request of the Association President or his/her single designee.
3. To make announcements at building or classification meetings.
4. To have Association building representatives use faculty or support staff bulletin board space in facility lounges (any such support staff bulletin board to be at Association expense).

5. To use a building public address system at the discretion of the building administrator.
6. To use the school district's interschool mailing system for the distribution of Association materials to employees to the extent permitted by law, the Association to indemnify and hold harmless the Board for any violation of said legal limitation.
7. To place Association materials in employees and all district building administrators' mailboxes and receptacles.
8. To use school facilities for meetings of the Association provided such meetings do not interfere with school, educational programs, school business, or contractual agreements, and provided the appropriate administrator is notified at least twenty-four (24) hours in advance of the use of the school facilities. This time limit may be waived by the appropriate administrator if the Association deems its meeting an emergency meeting.
9. To transact official Association business on school property as long as it does not interfere with or interrupt school business.
10. To use school business machines such as typewriters, copying/duplicating machines, calculators, audio-visual equipment, computers (upon request and approval by the building principal) and other equipment/machines ordinarily used by employees during their regular employment duties, provided use will be made on school property and does not interfere with school or school business use of this equipment

The Association will be assessed a fair and just fee for use of building equipment to be determined by the Association President and Superintendent.

The Association will supply its own consumables for said machines.

The Association will pay for any damage, loss, or theft of borrowed property.

11. The Association shall have the right to membership to any and all standing and special district committees in which non-teaching employees' input is deemed to be required by the Board.
12. The Association shall designate one of its members to be in attendance at all public Board of Education meetings for the purpose of representing the views and positions of the Association and not those of individual staff members. This person shall be provided a copy of all notices of meetings, enclosures, addendums, agendas, and all other documents provided to Board members for such public meetings. Such material shall be placed in the district mailing system, at the same time said materials are delivered to Board of Education members, to the Association President and Vice-President. The only exclusion to this provision is any document which cannot be provided without violating applicable law or is only for executive session.

13. The following information shall be sent to the President and Vice-President of the Association:
 - a. A complete copy of the agenda for each Board meeting in advance of regular meetings.
 - b. A complete copy of the approved Board minutes for each Board meeting.
 - c. A complete copy of the Annual Appropriations Resolution when adopted by the Board.
 - d. A complete copy of the June Treasurer's Report, including fund balances, revenue receipts and appropriation summaries (expenditures).
 - e. A copy of the Official Certificate of Estimated Resources and any amendments thereto.
 - f. A copy of annual SM-12.
 - g. A copy of the adopted budget.
 - h. A copy of the training and experience grid for non-teaching employees.
 - i. A copy of all general communications from the Central Administration Offices to all non-teaching employees through District email.
 - j. A listing of the civil service status (probationary, non-probationary, permanent, full-time, part-time) of each member of the bargaining unit and his/her date of hire (continuous employment without break in service), such data to be provided each March.
14. The Board shall provide the Association with sufficient office space upon availability provided educational needs take priority.
15. The Association President shall receive, within five (5) days of a facilities management meeting, any minutes of such meeting.
16. Between July 1 and June 30, the Association President shall be provided twelve (12) days of paid release time for the performance of Association duties. This time may be taken as half days or full days.
17. The Board will distribute, through the Human Resources Department, DSA-provided membership material to each new employee in the bargaining unit. Each new employee shall receive such material within a reasonable period of time after their first day of employment.

ARTICLE VI

COMPLETE AGREEMENT

1. The Board and Association agree that this Agreement constitutes the entire Agreement between them for the period indicated.
2. Except as otherwise provided in Section 5, the terms of this Agreement are binding upon both parties and may not be changed by either party without the agreement of the other pursuant to Section 3. The Board and Association will not be required to negotiate on additional items that were not discussed during the process of forming this Negotiated Agreement.
3. The President of the Association and the Superintendent, or their respective designees, may meet privately during the term of this Agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment shall be submitted for ratification by the Executive Board of the Association and thereafter by the Board and shall become effective upon such dual ratification unless the amendment otherwise provides.
4. Any section of this Agreement found contrary to law shall be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect. If a change in any law renders any section of this Agreement invalid, renegotiations shall occur for that specific section only, and all other provisions of this Agreement shall remain in full force and effect. In this specific case, and contrary to ORC 4117, if impasse is reached on the section being renegotiated, the right to strike is waived during the term of this Agreement.
5. Notwithstanding the above, when the Board materially and substantially changes terms and/or conditions of employment, the effects of such changes shall be subject, upon timely demand of the Association, to being bargained to agreement or impasse implementation, provided that nothing herein shall be construed to give the Board any authority to alter in any way any provision of this Agreement.

ARTICLE VII

EQUAL OPPORTUNITY

Except as may be required or permitted by applicable law or state or federal regulation or provisions of any Board affirmative action policy which are not in conflict with any applicable law or state or federal regulation, there shall be no discrimination against any employee because of such member's race, color, creed, sex, sexual orientation, age, national origin, religion, disability, or membership in the Association.

ARTICLE VIII

SERS PICK-UP

For purposes of this section, total annual salary per pay period for each employee shall be the salary otherwise payable under this Agreement and their contracts. The total annual salary and salary per pay period of each employee shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by School Employees Retirement System ("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 to a "pick-up" of the SERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pick-up for said employee and shall be payable, subject to the applicable payroll deductions, to said employee. The Board's total combined expenditures for the employee's total annual salaries otherwise payable under their contracts and applicable Board policies (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this section not been in effect.

The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for Municipal income tax purposes as a non-teaching employee's gross income said employee's total annual salary, including the amount of the pick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

The pick-up shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.

ARTICLE IX

PERSONNEL FILES

1. The official personnel files on non-teaching employees shall be kept in the office of the Superintendent or his/her designee and, regarding financial matters, in the office of the Treasurer or his/her designee. Such files may include the following materials:
 - a. Personnel data filed at the time of employment by the employee;
 - b. Copies of transcripts, certificates, credentials, resumes, other acknowledgments of training;
 - c. Records of acknowledgments verifying years of experience;

- d. Records of meetings with the employee that are of sufficient importance to warrant reducing the content of the meetings to writing;
- e. Copies of performance observations and evaluations;
- f. Records of commendations, awards, or honors bestowed upon the employee;
- g. Job descriptions of position held by the employee and the latest position held;
- h. Pertinent medical records;
- i. Information or records required by law or arbitration;
- j. Military records;
- k. Salary notices, contracts, and other documentation of positions held and compensation paid in the employment of the Board; and
- l. Any administrative report, including pertinent materials, concerning action(s) of the employee provided that, when any materials are placed in an employee's personnel file pursuant to this subpart 1, the employee shall be notified in writing of the fact of such placement.

Anonymous or confidential complaints unsigned shall not be placed in an employee's personnel file.

2. Access to Personnel Files:

- a. An employee desiring to examine his/her personnel file, or to designate a representative of choice to undertake such an examination, may do so during normal working hours, provided that any such review may be noted in the file, and provided further that such examination does not significantly interfere with work of employees retaining such files. An employee reviewing his/her personnel file may be accompanied by a person of his/her choice.
- b. If the Board reviews a personnel file at a general or special meeting of the Board, it shall do so only in executive session.

3. Any employee disputing the timeliness, relevancy, or accuracy of the information found in the personnel files may do the following as the exclusive remedies concerning same:

- a. Request, in writing, the removal of a specific disputed item(s) of information. The decision to remove or not remove the disputed item(s) of information shall be made by the Superintendent or his/her designee, subject to appeal to the Board for final determination if the Board agrees to hear such appeal, and/or

- b. File a brief written statement regarding his/her position on the disputed item(s) of information.

If the Board makes a final determination to uphold the decision of the Superintendent or his/her designee as set forth in item a of this section, or if the Board does not agree to hear any appeal from such decision as set forth in that item a, the employee may invoke the grievance procedure of Article III, beginning at Step III, for the sole purpose of deciding whether such decision is clearly and convincingly shown to be without any kind of reasonable basis.

4. Intended use of personnel file:

- a. For completion of governmental reports.
- b. For verification or documentation of information requested in reports.
- c. For performance evaluation and contract purposes.

5. Responsibility for maintenance of personnel records:

- a. The Superintendent or his/her designee will be responsible for the maintenance of such files, except for financial records maintained by the Treasurer or his/her designee.
- b. The Superintendent or his/her designee will be responsible for maintaining the privacy of personnel files located in the district's administrative offices, except that the Treasurer, or his/her designee, will be responsible for maintaining the privacy of personnel financial records maintained by him/her. Maintenance of the file(s) shall include an index and inventory of contracts.
- c. Files will be made available only by the Superintendent, or his/her designee, except that the Treasurer, or his/her designee, will make available the personnel financial records maintained by him/her.
- d. Nothing may be removed from the file by any party during review of the file by the employee or representative.

6. Non-compliance with the procedures of this Article shall be subject to the grievance provisions of this Agreement, provided that, except as expressly set forth in section 3 above, nothing in this section or otherwise shall make the substance of personnel file contents identified in section 1 above in any way subject to those grievance provisions.

7. This Article shall supersede and render inapplicable Chapter 1347 of the Ohio Revised Code, as amended.

ARTICLE X

ACCESS TO WORK AREA

Each building administrator will provide reasonable access to all employees to all work areas in their assigned building(s). The building administrator may limit access for reasons of security, health, safety, etc. The intent of this provision is to provide a system in every building for reasonable access to buildings for each employee.

Having access to the building carries with it the responsibility for maintaining security. If the employee fails to demonstrate responsibility, all rights and privileges granted by this provision for that particular employee may be revoked.

ARTICLE XI

PUBLIC COMPLAINT PROCEDURE

Within the Dublin City School District, complaints about various school personnel will arise. Many of these complaints can be resolved if there are open channels of communication and if there is mutual trust between and among the various segments of the school and community.

To bring about open channels and trust, the following conditions and procedures should exist.

1. If a parent or community member shares a concern with a Board member, the Superintendent or another administrator, the parent or community member will be asked if his/her name may be transmitted in communicating this concern to the employee. If the parent or community member does not wish his or her name to be transmitted to the employee, then this initial information alone shall not be used in any formal manner against the employee. If upon investigation it is determined that the concern is legitimate, however, the employee is notified in writing of the specific nature of that concern, and the concern is otherwise documented as deemed appropriate, then it may be used in a formal manner with regard to the employee.
2. Every attempt shall be made to recognize and resolve a complaint at the level closest to the non-teaching employee against whom the complaint is filed. Informal discussion is often the most effective way of resolving complaints, and this procedure is encouraged. When a complaint is received, the person should be encouraged to transmit the concern directly to the non-teaching employee and/or the immediate supervisor of the employee.
3. If the complaint cannot be resolved with an informal conference, the formal procedure shall be:
 - a. At the written request of the complainant or the employee, a meeting will occur with both parties involved. The meeting will be conducted by the appropriate immediate supervisor. The resolution of the complaint shall be determined by the

immediate supervisor and shall be shared in writing with both parties. This step may be waived on agreement by both parties.

- b. If the complaint is not resolved satisfactorily at the immediate supervisor level, either party may request, in writing, a conference with the Superintendent or his/her representative. The resolution of the complaint shall be determined by the Superintendent or his/her representative and transmitted to both parties in writing.
- c. If the complaint remains unresolved in the minds of either party, either the complainant or the employee may request a conference with the Board or a majority thereof in executive session. After hearing the comments of each, the Board shall make a determination and shall transmit this commentary in writing to both parties.
- d. In steps two (2) and three (3) for the formal conference, either party may be accompanied by counsel and/or a representative of his/her choosing. It is required that either party inform the person conducting the conference of the person who shall accompany him/her. It is also required that the person conducting said conference notify all parties of this intended representation. This notification should occur at least two (2) days prior to the conference.

ARTICLE XII

ADMINISTRATIVE REVIEW

This review process is for the purpose of permitting employees to verbally present their concerns when they feel their work load is overburdened or inequitable. This review shall only be conducted after the employee has presented those same concerns to his/her immediate supervisor. The people involved in the review process shall be the Superintendent or his/her designee, the immediate supervisor, the employee, and a representative of the employee's choice. The District shall make a good faith effort (a) to have such review completed within sixty (60) days of any initial meeting among the foregoing to discuss the presented concern and (b) to have any corrections deemed necessary made within thirty (30) days following the completed review.

The decision arrived at as a result of this review shall not be subject to the provisions as stated in Article III.

ARTICLE XIII

LEAVES OF ABSENCE

1. *Unpaid Leave (General)

Upon the recommendation of the Superintendent and the approval of the Board, an employee may be granted a leave of absence without pay and without credit for experience on the salary schedule (excepting those employees who work 120 days). The leave will not be for a period of time longer than one (1) school year.

The factors listed below will be taken into account by the Superintendent in making a recommendation:

- a. The disruptive effect the leave may have;
- b. The availability of a satisfactory replacement;
- c. The types and frequency of other leaves granted to employees;
- d. The length of the leave;
- e. The amount of time between the employee's request and the start of the leave; and
- f. The reason for the leave.

To apply for this leave an employee must:

1. Submit a written request to the Superintendent or designee indicating the beginning and ending dates of the leave and the reason(s) therefore; and
2. Meet with the Superintendent or designee upon its individual merit, and decisions made will not necessarily constitute precedent.

*See general provision.

2. Short Term Leave

The Superintendent or his/her designee may permit an employee to use short term leave twice a school year, with the total number of days not to exceed five (5) days per school year. These days shall be without pay. These days may not be coupled with personal leave. Written requests for such leave must be made to the Superintendent or his/her designee at least one (1) week – unless it is determined by the administration to be an emergency situation -- before the leave is to begin.

3. *Medical Leave

An employee who becomes medically disabled and who has exhausted his/her sick leave or who elects not to use his/her sick leave may request and shall be granted a medical leave without pay. The leave shall not exceed two (2) consecutive school years, but may be renewed at the Board's discretion upon further request.

The employee's application for medical leave shall be accompanied by a physician's statement describing the nature of the disability and the period of time during which the employee be relieved of his/her duties. Further, prior to returning to regular employment, and no less than thirty (30) days before expected return date, the employee shall provide

written verification from a physician indicating that the employee is medically able to perform full-time or part-time duties required, based on the employee's responsibilities prior to the leave. The Board may also request an independent medical report at its own expense.

An employee who has completed five (5) years of service with the Dublin School District shall receive full fringe benefits for up to one (1) school year if the individual is not eligible for SERS Disability Retirement and the employee has exhausted all his/her sick leave.

*See general provision.

4. *Child Care Leave

The Board shall grant, upon written request of an employee, an unpaid leave for child care and/or adoption of a child. Such a request shall be made in writing to his/her immediate supervisor and the Superintendent or his/her designee thirty (30) days prior to commencement of the proposed leave.

The employee, the immediate supervisor, and the Superintendent or designee shall meet and discuss the length of the leave and appropriate time for return from leave.

Employees who are taking leave through the end of a school year must notify the District before March 1st if they are returning the following school year.

*See general provision.

5. Compulsory Court Appearance Leave

When an employee is subpoenaed to give testimony in a court of law or before a governmental agency, or for discovery, as a witness, he notify his/her immediate supervisor as soon as possible, and a substitute be provided for the period during the employee's work year necessary to comply with the subpoena and then return to his/her duties. Such leave will instead be unpaid when the employee or his/her or spouse's family member is a named party in a matter not involving a claim arising from the employee's employment with the Board.

6. Jury Leave

The Board shall pay an employee called for jury duty during the employee's work year his/her regular rate of pay. The employee may also retain all compensation and expenses received for serving as a juror.

When an employee is called to serve as a juror, he/she will notify his/her immediate supervisor as soon as possible, and a substitute will be provided at times when school is

in session. Each employee serving as a juror shall communicate with his/her supervisor concerning the likely termination of jury duty.

7. Assault Leave

Any employee who is required to be absent due to a physical assault which occurs in the course of Board employment during scheduled work hours or where the assault results from the performance of the employee's duties, he/she shall be eligible to receive assault leave upon submission of medical evidence. Upon determination of eligibility by the Board, such leave shall be granted for a period not to exceed thirty (30) paid contractual days, provided that any employee being paid such assault leave shall remit to the Board any workers' compensation payments received, for time off work only, which are ascribable to the assault and the period that the employee is on such leave.

8. Military Leave

The Board recognizes the provision to grant military leave pursuant to Ohio Revised Code Sections 3319.14 and 5923.05.

9. Return From Leave

An employee returning from a leave of absence shall resume the civil service status held prior to such leave.

10. *General Provision For Medical Leave, Child Care Leave And Unpaid Leave (General)

Except as provided in medical leave, during unpaid leave, an employee may elect to continue all group insurance benefits provided the employee does not become newly employed elsewhere anytime during the leave and provided he/she pays the full monthly premiums, in advance of the premium due date, to the Board's Treasurer.

An employee returning from an unpaid leave of absence will, to the extent possible, be assigned to the same or a similar position held prior to such leave.

All unpaid leaves under this Article, other than medical leave, shall expire at the end of a semester or a school year. No employee may return from a leave prior to its expiration unless the early return is approved by the Superintendent or his/her designee.

11. Sick Leave

Accumulation of Sick Leave

Employees shall be credited with sick leave at the rate of ten (10) hours per month worked or otherwise on paid status, up to a maximum of one hundred twenty (120) hours per year, provided that employees who are regularly scheduled to work throughout the school year except for summer months shall continue to accrue sick leave during those

summer months as if working. Employees new to the district shall be advanced forty (40) sick leave hours at the commencement of their employment; such hours become earned sick leave after completion of the initial four (4) months of employment. Employees who exhaust their accumulated sick leave may request in writing to the Board for advancement of forty (40) hours of sick leave. An employee may accumulate an unlimited number of days of sick leave. An employee with a seniority date, per section 7a of Article XXII below, prior to July 1, 1990 may transfer without limit accumulated, unused sick leave earned while working for another school district or public agency in the State of Ohio before such seniority date; an employee with a seniority date, per said section 7a of Article XXII below, of July 1, 1990 or later may transfer a maximum of one hundred eighty (180) days of accumulated, unused sick leave earned while working for another school district or public agency in the State of Ohio before such seniority date.

Use of Sick Leave — Illness, Including Pregnancy or Injury

Sick leave may be used for any absence of the employee due to illness, including pregnancy, or injury and for absence due to illness or injury to someone in the immediate family requiring the employee's presence. When so used, it shall be subtracted from accumulated or advanced sick leave at a rate of eight (8) hours for each of an employee's customary workdays missed; an employee who misses part of his/her customary workday for illness, including pregnancy, or injury shall have a pro rata part of eight (8) hours subtracted from such leave. (Thus, an employee customarily scheduled to work six (6) hours per day who, for example, misses three (3) hours of work one day and all of his/her customarily scheduled work the next day would have twelve (12) hours subtracted from sick leave.) Bus drivers and bus aides who use sick leave in the a.m. or the p.m. for a route or field trip must use sick leave for any remainder of that route or field trip as well as for any other route or field trip occurring thereafter in whole or in part during that same a.m. or that same p.m. However, kindergarten drivers shall be allowed to take an increment of one and one-quarter (1.25) hours of sick leave during their kindergarten route and be allowed to continue to work the remainder of the work day, and pre-school drivers and bus aides shall be allowed to take an increment of three (3) hours of sick leave for mid-day routes and be allowed to continue to work the remainder of the work day.

When possible, an employee must give his/her supervisor or the designee of same a minimum of four (4) hours' advance notice for any use of sick leave. Furthermore, an employee must turn in to his/her supervisor or the designee of same an "Authorization for Absence Form" within two (2) workdays of returning to work; if such form is not timely turned in, the employee shall be docked pay for the days of absence in addition to any discipline that may be imposed.

The immediate family for this purpose shall include family members residing in the employee's home or for whom the employee has legal responsibility, spouse, children, grandchildren, parents, parents-in-law, brothers, sisters, or anyone who has virtually held the position of parent or child.

Use of Sick Leave — Death

Sick leave may be used as for illness, including pregnancy, or injury -- and shall be subtracted in the same way -- for any absence of the employee due to death of someone in the immediate family. The immediate family for this purpose shall be as specified above. In addition, up to one (1) customary workday may be granted for the death of a close friend or other relative not cited above.

Use of Sick Leave — Adoption

Sick leave may be used as for illness, including pregnancy, or injury -- and shall be subtracted in the same way -- for any absence of the employee due to placement with the employee of a child for adoption and to care for the newly placed child, provided that such use shall be limited to a maximum of fifteen (15) days of sick leave per employee for each such placement and that such use must be at the time of placement and on consecutively scheduled workdays thereafter.

Additional Sick Leave

If sick leave is required for other than those events or circumstances related to members of immediate family specified above, an employee may apply to the Superintendent or his/her designee who, upon good cause being shown and consistent with law, may grant such additional hours as may be required. Sick leave hours shall not extend beyond the number of accumulated sick leave hours credited to the employee's account.

Misuse of Sick Leave

Upon return from sick leave, an employee shall complete a readmission form to justify its use. Employees absent on more than three (3) consecutive work days may be required by an administrator or supervisor to present an attending physician's statement justifying the employee's use of sick leave and his/her ability to return to work; in addition, employees about whom an administrator or supervisor has a reasonable suspicion of lack of illness or injury may likewise be required to provide such an attending physician's statement. Falsification of a readmission form or a sick leave statement may be cause for suspension without pay, or termination.

Excessive Use of Sick Leave

Once employees have accumulated a total of six or more sick leave occurrences in a 12-month period (from July 1 to June 30), their immediate supervisor may discuss with them the reasons for their absences and the District's need for regular attendance by all employees. The accumulation of any additional sick leave occurrence within the 12-month period after such a discussion may result in a written warning. After such a written warning has been given, any further sick leave occurrence within the 12-month period may result in a one-day suspension from work, with pay, during which time the employee will be interviewed and counseled by the Executive Director of Human

Resources or his/her designee and will further be advised that any additional sick leave occurrence during the 12-month period may result in termination from employment; for the remainder of the one-day suspension, the employee will be sent home to contemplate the impact of loss of employment by the District. Employees who do have any additional sick leave occurrence within the 12-month period after such a suspension may be discharged. Consecutive sick leave absences shall constitute a single "occurrence" as that term is used herein; thus, while being on sick leave five consecutive days would be one occurrence, sick leave absence on just a Monday, Wednesday, and Friday of a week, for example, would be three, provided that no absence shall constitute an occurrence if it is either covered by the Family and Medical Leave Act of 1993 or for a verifiable medical condition for which there is no reasonable option for absence as supported by a treating medical professional's written statement accompanying the associated "Authorization for Absence Form" that is submitted by the employee.

Catastrophic Sick Leave Bank

Any bargaining unit member may contribute to the sick leave bank by contributing one (1) sick leave day of the current year's sick leave to the sick leave bank. Only earned sick leave may be contributed to the bank. Advanced sick leave may not be contributed.

The procedures of the sick leave bank will be as follows:

- a. All bargaining unit members may apply for the use of sick leave days. The Association, on behalf of the member, may also apply for use of the sick leave bank.
- b. A bargaining unit member may apply for sick leave days from the sick leave bank after the following conditions have been met:
 1. That his/her accumulated sick leave days have been exhausted and his/her advanced five (5) days of sick leave have been used.
 2. The member has been on unpaid leave for five (5) consecutive work days.
 3. The member shall submit in writing to the Superintendent the reason(s) for the request of sick leave bank days along with any attending physician's statement pertinent to the member's request.
 - (i) The Superintendent or designee and Association President shall be responsible for developing any forms that may be required and for keeping all necessary records.
 - (ii) The Superintendent or designee and Association President shall meet and determine each case of eligibility to qualify for this leave; provided that, employees may be granted no more than two (2) requests for sick leave bank days within a two (2) year period,

unless extenuating circumstances exist. Both the Superintendent or designee and the Association President must agree for sick leave bank days to be awarded.

4. No recipient shall be required to replace these sick leave bank days.
5. The sick leave bank is not intended to be used prior to, and its use shall not be construed as a condition for, disability leave under the School Employees Retirement System ("SERS"). Once a member has qualified for SERS disability, the member shall not be eligible to use sick leave bank days.

12. Paid Personal Leave

- a. Subject to a timely request and other limits in Subsection b below, a person who is in the bargaining unit as of the first scheduled day for service in a school year for the majority of employees in that person's classification with a ten-, eleven-, or twelve-month schedule shall be entitled to use three (3) days of paid personal leave during that school year while actively employed. A person who enters the bargaining unit after the first day for service in a school year for the majority of employees in that person's classification on a schedule as just-described but on or before the first day of the second semester in that school year are entitled to use one and one-half (1-1/2) days for paid personal leave for that school year while actively employed. For the purposes of this provision, a school year shall start as of the first scheduled day for service in a school year for the majority of employees in that person's classification with a like ten-, eleven-, or twelve-month schedule and shall conclude as of the first scheduled day for service in the next succeeding school year for the majority of employees in that person's classification with a like ten-, eleven-, or twelve-month schedule. Twelve-month employees shall be deemed to be in a classification in which the majority of employees have a first scheduled day of service in a school year on the first day that teachers who are not new to the District are to report and that concludes as of the day before that start of the next school year as defined herein.

Such leave shall not be accumulated from year to year, except as provided herein. Such leave may not be coupled with short-term leave and shall count as two (2) such days used if taken:

- on a Friday in May;
- the last workday before or after a holiday, break, or Central OEA/NEA day;
- the last workday before the last day of school;
- the last day of school; or
- the last workday before or after a scheduled parent-teacher conference day.

Such leave may not be taken on a day on which parent-teacher conferences are scheduled to be held in the evening, provided that the Superintendent or his/her designee may waive any such restriction as to such leave being taken on a day on which parent-teacher conferences are scheduled to be held in the evening, and provided further that any such waiver shall not necessarily constitute precedent for any future waiver.

Exceptions to the above-stated restrictions shall be made when the reason for the requested personal leave is for:

- attendance at a service level formal military graduation ceremony (by invitation) of the bargaining unit member's child, spouse, or grandchild;
- receiving a degree at a university or college;
- attendance at a college graduation of the member's child, spouse, or grandchild; or
- any other reason deemed acceptable and approved by the Superintendent or designee.

Such leave shall be taken in either half-day or full-day increments. Any employee taking personal leave in the first week of school must work at least three (3) days following such leave or he/she shall forfeit any right to pay for personal leave days taken in the first week.

If a bargaining unit member has any paid personal leave days remaining at the end of a school year, up to one (1) personal day will be added to his/her next school year's accumulation of personal leave. Any remaining personal leave beyond one (1) day that a bargaining unit member has not used as of the end of a school year shall automatically be converted to that member's accumulated sick leave. The maximum accumulation of personal leave shall be four (4) days.

- b. A request to use such personal leave shall be submitted in writing to the Superintendent and approved twenty-four (24) hours prior to using such leave except for emergencies. The member's written request must include the day or days being requested. No more than seven per cent (7%) of any classification of employees, rounded up to the next whole number, will be granted leave for the same day.

13. Association Leave

Upon three (3) days advance notice to the immediate supervisor, Association members shall be granted a total of seventeen (17) days with pay in the aggregate for each year between July 1st and June 30th over the life of this contract for use by the Association for its officers and representatives to attend professional Association conferences or activities.

14. Absence Without Leave

Absence for five (5) consecutive regularly scheduled workdays without being on paid status or any unpaid leave set forth in this Article shall be grounds for termination, provided that nothing herein shall preclude the taking of such disciplinary action as is appropriate in light of all the circumstances for absences of fewer than five (5) consecutive regularly scheduled workdays, and such discipline may include termination if such absence of fewer than said five (5) workdays is flagrant or repeated.

15. Family and Medical Leave Act of 1993

Notwithstanding anything to the contrary in the above provisions of this Article or in any other Article of this Agreement, the Board and employees shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, as amended, provided that, except as otherwise required by that Act, any leave thereunder shall not be in addition to any leave set forth hereinabove.

16. Extended Leaves of Absence

In the case of a bargaining unit member granted a leave of absence for an extended period of time, that is, in excess of twelve (12) consecutive weeks (not including summer break periods for those employees not customarily scheduled to work during same), the following would apply:

- a. The job of the person on leave would be posted and filled according to the provisions of this Agreement.
- b. Upon return the bargaining unit member shall assume an equivalent vacant position. An equivalent position is one in the same classification(s) with the same number of hours.
- c. If no vacancy exists as described in b above, the bargaining unit member shall have the right to bump the least senior person who holds an equivalent position.
- d. The bargaining unit member who is "bumped" would in turn have the right to bump the least senior person holding a position in the same classification with the next greatest number of hours. For instance, a displaced 4 hour person could bump the least senior 3 hour person and so on. The last displaced person may be laid off according to the provisions of this Agreement.
- e. Any person displaced as a result of bumping caused by return to duty from leaves of absence shall be offered first right of refusal to substitute work in that classification.
- f. To bump hereunder, an employee must have more system seniority than the employee being bumped.

17. Professional Days

The Board recognizes the provision for bargaining unit members to attend professional meetings pursuant to Section 3313.20 of the Ohio Revised Code.

Such meetings shall be closely related to the duties of the bargaining unit member and shall be of value to the Dublin City Schools.

Any bargaining unit member requesting permission to attend conference meetings, workshops, or conventions shall do so in writing to his/her immediate supervisor. Such request shall include pertinent information regarding the meeting, the sponsoring agency, the period of time covered by the request, and a list of estimated expenses.

The immediate supervisor, following review, may approve the request and may approve partial or all costs to be incurred by the bargaining unit member. If full approval is given, the bargaining unit member shall be reimbursed, upon return and after providing receipts, for lodging, reasonable expenses for meals, and mileage at the rate per mile as per the IRS rate.

Bargaining unit members shall be encouraged to pursue, and shall be provided with, professional development opportunities.

Opportunities for professional growth shall be provided through such means as the following:

- a. Planned in-service programs and workshops offered within the school system;
- b. Released time for visits to other schools and facilities and for attendance at conferences, workshops and other professional meetings;
- c. Leaves of absence for advanced educational training.

The immediate supervisor shall have authority to approve released time for conferences and visitations, and reimbursement for expenses.

18. Tuition Reimbursement

- a. Ten thousand dollars (\$10,000) shall be set aside each year for a tuition reimbursement program.
- b. this program shall reimburse the cost of pre-approved coursework for professional development.
- c. An active employee who wishes to participate shall submit his/her application in writing to the Chief Operating Officer or designee for approval.

- d. After successful completion (i.e., a grade of C or better or “pass” in a “pass/fail” class), a written request for reimbursement shall be submitted to the Coordinator of Classified Staff. The letter must include proof of registration with an approved provider and a receipt showing the amount paid.

19. Workers’ Compensation Leave

Upon return from leave approved by the Ohio Bureau of Workers’ Compensation, the employee shall be credited with all seniority, wage increase and other benefits that would have been awarded to the employee but for the injury leave. Employees on Workers’ Compensation Leave shall not accrue sick leave while on leave.

ARTICLE XIV

EARLY RETIREMENT INCENTIVE PROGRAM

- 1. The Board may at its discretion consider an early Retirement Incentive Program for employees. The program may consist of three (3) plans as follows:
 - a. a one (1) year plan
 - b. a two (2) year plan, and
 - c. a three (3) year plan.

However, only one (1) of the above plans may be approved for any one (1) year.

- 2. The approved plan will be available to eligible employees between July 1 and June 30.
- 3. The plan shall be limited to five percent (5%) of the eligible employees. If the number of eligible employees under a plan exceeds five percent (5%), the date employed by the Dublin Board shall determine eligibility.
- 4. The Executive Director of Human Resources shall notify all employees eligible for the plans as defined in a., b., and c. by the first Monday in January and advise the Association President of the survey.
- 5. Eligible employees shall notify the Executive Director of Human Resources designating a plan as defined in a., b., or c. by February 1.
- 6. The Board action on the recommended plan shall occur by the second Monday in March.
- 7. The Executive Director of Human Resources will notify eligible employees and the Association President of the Board action.
- 8. Employees electing to retire under the plan approved shall notify the Executive Director of Human Resources in writing of their decision no later than April 1.

ARTICLE XV

SICK LEAVE BUY-OUT

All non-teaching employees who meet the retirement qualifications for the School Employee's Retirement System (SERS) shall, at the time of their retirement from the Dublin Schools, be granted pay for unused accumulated sick leave, all of which unused accumulated sick leave shall then be deemed to have been cashed out and eliminated. The amount to be paid shall be calculated as follows:

1. One-fourth (1/4th) of the employee's unused sick leave accrued up to a maximum of four hundred sixty-four (464) hours (i.e., $1/4 \times 1856$) shall be determined.
2. The amount to be paid the retiring employee shall be determined by dividing the sum set forth in point 1 above (i.e., one-fourth [1/4] unused sick leave accrued up to a maximum of four hundred sixty-four (464) hours) by eight (8) and multiplying the result by the employee's daily rate of pay at the time of retirement.
3. The daily rate of pay shall be the employee's rate as determined by placement on the salary schedule at the time of retirement multiplied by the number of hours in the employee's customary workday at such time.
4. The only employees eligible for payment hereunder shall be those who (a) have resigned from employment with the Board and whose effective date of retirement with SERS is no later than sixty (60) days after the latest of (i) the last paid date of service, (ii) the last day of an unpaid leave of absence, or (iii) the last day holding a contract while on RIF status under Section 8 of Article XXII below and (b) had given written notice to the Executive Director of Human Resources of their intention to resign from employment with the Board no later than sixty (60) days before the effective date of their resignation. The Treasurer shall pay any such members the amount due under this Article within a reasonable time of such member's qualifying for payment and advising the Treasurer of that qualification.

ARTICLE XVI

PROFESSIONAL DUES DEDUCTIONS

Payroll deductions for the payment of Association dues (DSA, COTA, OEA, and NEA) and UEP affiliated professional organization(s) dues shall be provided by the Board in keeping with the following:

1. An employee who wishes to authorize payroll deduction shall submit a written authorization for payroll deductions on a form provided by the Association to the Board's Treasurer of any year the employee begins payroll deductions under this Agreement. Unless revoked or changed in accordance with procedures contained herein, an authorization will continue from year to year.

2. The Association will notify the Board's Treasurer as to the total amount of dues to be deducted per member. Such notification shall be in the form of a letter signed by the Association President or Association Treasurer by September 1.
3. Within fourteen (14) calendar days following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Dublin Support Association."
4. Authorized payroll deductions will be made in equal installments beginning with the November payroll month and continuing each month through June 30.
5. If an employee ends his/her employment for reasons other than death of the member or takes a leave of absence before all installments have been deducted, the unpaid balance will be deducted from the final payroll check if the amount of the check is sufficient to cover the unpaid balance and remitted to the Association Treasurer as provided above.
6. An employee who wishes to add or delete membership dues deduction for any UEP affiliate organization(s) and where a deletion does not amount to revocation of the entire amount being deducted from dues at the time of the deletion, shall do so only during September and October of any given year. The Association shall inform its members of these options and to process any changes on revised authorization cards. The Association shall submit all revised authorization cards to the Board's Treasurer by October 10 of each year.
7. The Association will promptly transmit any new authorization it receives after October 1 to the Board's Treasurer, who shall begin deductions not later than the second payroll after the Board's Treasurer receives the authorization form, but no earlier than the first payroll on or after November 1. The total amount to be deducted will be equally divided by the number of pay periods that individual staff member has remaining in his/her pay plan for that contractual year through June 30.
8. An employee who wishes to revoke his/her payroll deduction authorization may do so between September 1 and September 30 of any given year. It shall be the responsibility of the employee to notify the Association and the Treasurer in writing. The Board will continue to honor present dues deduction authorizations executed by the employee in favor of the Association unless revoked by the staff member as stated herein.
9. No employee organization other than the Association shall be entitled to payroll deductions of membership dues.
10. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise from, or by reason of action taken by the Board in reliance upon any authorization forms submitted by the Association to the Board.

ARTICLE XVII

PAYROLL DEDUCTIONS

The Treasurer shall make certain approved deductions if requested to do so by the employee. The following deductions have been approved or are mandatory:

Voluntary

1. The Franklin County Credit Union
2. Medical Insurance (surgical, hospitalization, major medical)
3. Dental Insurance
4. Term Life Insurance
5. Professional Dues
6. Tax Sheltered Investment Accounts
7. Cancer Insurance
8. Employee Scholarship Fund
9. United Way
10. Vision Care Insurance
11. Flexible Spending Account per Section 1c of Article XXI below
12. Health Savings Account per Section 1d(2) of Article XXI below

Mandatory

1. Federal Income Tax
2. State Income Tax
3. Local Income Tax
4. School Employees Retirement System
5. Medicare

1. Credit Union

Credit Union deductions will be of equal amounts throughout the year and will be continued by the Board in succeeding years unless the employee provides in writing information to the contrary. All monies deducted shall be remitted to the Franklin County School Employees Credit Union within two (2) weeks of deductions.

2. Tax Sheltered Investment Accounts

- a. Minimum enrollment for a company new within the Dublin City School District shall be ten (10) participants.
- b. All tax sheltered investment companies will notify the Treasurer in writing when employees have completed all necessary requirements requesting participation with said company in the District's tax sheltered payroll deduction program.

- c. Upon timely receipt in the office of the Treasurer of properly executed documents, said tax sheltered deductions shall be implemented on an annual payroll cycle basis with equal installments being deducted. The Treasurer shall attempt to begin deductions with the next payroll; but in no case will deductions begin later than the second payroll after the Board's Treasurer receives the participation request.
- d. Deductions made for the purpose of tax sheltered investment programs shall be remitted to the respective company in a timely manner and in compliance with the respective company provisions as to assure proper credit to each staff member's account for the appropriate reporting period. If an outside party is contracted as an agent, the Board's Treasurer will be indemnified.
- e. After employees of the Dublin City School District are enrolled in a tax sheltered investment program, said employees shall be permitted to make a change during each quarter (September, December, March and June) of the calendar year, January - December, provided that, in addition to making any such change as just stated, a member may discontinue tax sheltered investment deductions at any time with respect to amounts not yet earned as permitted by Internal Revenue Service Regulations. A desired change may be made at any time by notifying the Board's Treasurer in writing, and the Board's Treasurer upon receipt of such a notice shall attempt to change deductions with the next payroll, but in no case shall a deduction change begin later than the second payroll after the Board's Treasurer receives the change notification.
- f. Employees shall have option to participate in one or more Board recognized tax sheltered investment programs subject to Federal law.
- g. The following guidelines shall be used to establish the eligibility of tax sheltered companies to participate in the tax sheltered investment payroll deduction programs with the Dublin City Board of Education and its employees:
 - 1. All companies who were eligible for, and participating in, the tax sheltered investment payroll deduction program immediately prior to the effective date of this Agreement shall continue to hold this privilege as long as there are ten (10) or more employees who continue to participate in, and who are signed up for, benefits.
 - 2. A company may become eligible to participate in tax sheltered investment payroll deductions if that company can prove that ten (10) or more employees of the school district have completed all necessary requirements requesting participation with said company in a tax sheltered payroll deduction program and that company executes an agreement with the District to comply with the written provisions of the District's tax sheltered payroll deduction program. Eligibility shall continue as long as

there are ten (10) or more employees who continue to participate in, and who are signed up for, benefits.

3. A company may not become eligible to participate in tax sheltered investment payroll deductions if that company violates or contributes to the violation of Board policies or administrative rules or procedures of the Dublin City School District.
- h. Definitions – For purposes of this section, the terms below shall have the following meanings:
1. Board – Dublin City Board of Education and the 403(b) Plan Sponsor
 2. Association – Dublin Support Association
 3. Assignee – an individual or entity, including, but not limited to, a third party administrator or a payroll provider, designated by the Board to perform all or a portion of the Board’s responsibilities under the Common Remitter Agreement with ING.
 4. ING – shall mean, collectively, ING Financial Advisors, LLC, ING National Trust, and /or ING Financial Advisors, LLC (IFA)
 5. Provider – Any entity providing an investment vehicle or provider to Board’s 403(b) Plan and intended to receive remittances under the Common Remitter Agreement
 6. Common Remitter Agreement (CRA) – an agreement between ING and the Board whereby the Board forwards the 403(b) remittance amounts from assignees to ING who then forwards the appropriate portion of the remittance to the applicable providers under the Board’s 403(b) Plan
 7. Planwithease.com 403(b) Service Agreement – is the agreement of the Board and ING Life Insurance and Annuity Company (ILIAC) for ILIAC to provide the administrative services for the Board’s 403(b) Plan
- i. Common Remitter Agreement (CRA) and Planwithease.com. Agreements
1. The Board and the Association agree that should IFA notify the Board that a provider refuses to follow the CRA procedures or fails to cooperate with ING, and IFA directs ING Trust to return to the Board the portion of any payment attributable to said provider the Board shall:
 - a. notify the unit member or members of IFA’s decision to return to the Board the portion of payment to the provider; and

b. the Board shall satisfy its obligation under 403(b) regulations to transfer the payment to the provider within one (1) week of receipt from ING.

2. As provided in the CRA, in the event ING is unable to process the remittance by the fifth business day after its receipt, notifies the Board of such, and returns the remittance to the Board, then the Board shall notify the unit member or members of such return of remittance within one (1) business day of return.

3. Should the Board receive a public records request for information related to the CRA or the Planwithease.com Service Agreement the Board shall notify the Association at the same time it notifies ING of such request. Should the Board determine that the information is a public record then it shall immediately notify the Association of its determination prior to releasing such information.

ARTICLE XVIII

PAY PLAN

Regular wages for bargaining unit members shall be paid on the fifteenth and thirtieth of each month, provided that if any such scheduled payday shall fall on a weekend or legal holiday, payment shall instead be made on the last business day next preceding such weekend or legal holiday. All of such payments for any bargaining unit member shall be made by direct deposit to a total of as many as three (3) separate accounts, which accounts shall be in one (1) or more financial institutions of the bargaining unit member's choosing, provided that each such financial institution so chosen by a bargaining unit member shall be a member of the federal reserve banking system. Bargaining unit members shall follow reasonable rules established by the Board's Treasurer to report account codes to be used for direct deposits, and pay for any bargaining unit member may be held by the Board for that member's benefit pending receipt of at least one such account code from that member after assistance has been provided. Absent unusual circumstances, the information for direct deposits of bargaining unit members' pay shall be provided by the Board's Treasurer to the designated transfer agent two (2) or more days in advance of the applicable payroll date.

Overtime shall be paid on the first payroll date under the above that covers the end of the week in which the overtime was worked and that occurs such period of time after the employee has submitted all required paperwork documenting that the overtime was worked that it is reasonable to include such overtime in such payroll.

If overpayment or underpayment occurs, the employee and the Board's Treasurer shall mutually decide on the resolution of the problem.

ARTICLE XIX

PART-TIME EMPLOYEES

1. Definitions

a. Full-time employees for the purposes of benefit(s) in Article XXI shall be defined as employees who are regularly scheduled to work half (1/2) time or more (5/10 or more) of a full schedule. A full schedule shall be eight (8) hours or more per workday for all employees, except for library aides, instructional paraprofessional aides, and clinic aides a full schedule shall be seven (7) hours or more per workday, for food service workers a full schedule shall be six (6) hours or more per workday, and for bus drivers and bus aides a full schedule shall be four (4) hours or more per workday, provided that, notwithstanding the foregoing:

(i) any employee who would otherwise be deemed a full-time employee under this paragraph and who on or after June 14, 1994 voluntarily reduces his/her employment (e.g., from 10/10 to 8/10 or from 6/10 to 5/10) shall not be deemed to be a full-time employee except as s/he shall thereafter be employed to work a full schedule (10/10); and

(ii) employees who are not in the active or inactive employment of the Board on June 14, 1994 or who are so employed but do not remain in the continuous employ of the Board subsequent to that date shall be deemed to be full-time employees only when they are employed to work a full schedule (10/10).

Any person who is a full-time employee under the above provisions and who is bumped or laid off pursuant to a reduction in force under Article XXII, §8 shall be deemed to remain a full-time employee for purposes of this Article during any period of active employment with the Board that occurs in which s/he retains recall rights under Article XXII, §8g.

b. For all other purposes herein, full-time employees shall mean those employees regularly scheduled to work a full schedule as defined in a. above.

2. Benefits

Full-time employees as defined in 1.a. above shall receive full benefits as defined in Article XXI.

Employees who are regularly scheduled to work less than full-time as defined in 1.a. above shall receive benefits in Article XXI on a prorated basis of tenths (1/10 through 4/10).

ARTICLE XX
MILEAGE REIMBURSEMENT

Mileage shall be reimbursed at the established IRS rate for each employee for all activities authorized and approved by his/her immediate supervisor or Board/designee.

ARTICLE XXI

INSURANCES

1. Major Medical/Surgical/Hospitalization, Dental, Vision

- a. The benefits for health, dental and vision insurance are summarized in Attachment B. Part-time employees (defined as employees who are contracted for less than twenty (20) hours per week) who are hired on or after July 1, 2014 are not eligible to participate in health insurance coverage under this Agreement.
- b. The Board shall pay 90% of the total premium cost for single plan, 85% of the total premium for single plus one, and 85% of the total premium cost for family plan for health insurance. For all other insurances the Board shall pay 90% of the total premium cost for single plan and 85% of the total premium cost for family plan.
- c. The Board shall establish a Section 125 Plan for the exclusive purpose of allowing staff members to pay their portion of insurance premiums under this Section 1 on a pre-tax basis to the full extent permitted by law, such Plan to remain in effect so long as laws and Internal Revenue Service rules concerning same remain substantially unchanged. The Board shall further make available to members of the bargaining unit a dependent care flexible spending account, likewise to remain in effect so long as laws and Internal Revenue Service rules concerning same remain substantially unchanged.

d. High Deductible/Health Savings Account Plan

(1) As shown in Attachment B, the District shall provide a High Deductible Health Plan (HDHP) with the following provisions:

Deductible:	<u>Network</u>	<u>Non-Network</u>
Single	\$1300	\$2600
Single plus one	\$2600	\$5200
Family	\$2600	\$5200
Co-Insurance coverage:	Network	Non-Network
	90%	70%
Out-of-Pocket Maximum:		
Single	\$2600	\$5200
Single plus one	\$5200	\$10,400
Family	\$5200	\$10,400

Notwithstanding the foregoing and Attachment B, deductibles for the HDHP will be no less than the IRS minimum. Eligible health care expenses apply toward the

deductibles and the Out-of-Pocket Maximum including prescription drugs. Preventative Care shall be pursuant to the terms of the insurance certificate (summarized in Attachment B under the heading of Preventative Care).

(2) A Health Savings Account (HSA) shall be available for each bargaining unit member who is a part of the HDHP. The Board shall determine a custodian for the HSA. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made either by payroll deduction or in a lump-sum payment. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

e. Spousal Exclusion

Beginning January 1, 2015, the spouse of a member may enroll in his or her employer's health care plan.

The spouse may enroll in at least a single coverage (individual) plan with their employer and, if so, will not be eligible to be enrolled on the Board's plan. For employees whose spouse opts out of the Board's plan, the Board will pay the employee a one-time, lump sum payment of \$2,000 at the end of the contract year in which the spouse opts out of the plan.

A Spouse Insurance Verification Form will be provided to each employee for their spouse's employer to complete (unless the spouse also works for the District).

This form is to be submitted annually before the end of the Open Enrollment period.

If the spouse loses medical benefits through his/her employer or retires, he/she may enroll in the District's plan.

To make this plan work fairly for everyone, there will be penalties for misrepresenting information regarding a spouse's insurance status. Those penalties include loss of coverage and the recovery of improper payments and the expenses of that recovery.

2. Term Life Insurance

Employees shall receive 100% Board provided life insurance in the amount of \$50,000.00 and shall have the option to purchase at their own expense additional coverage up to a maximum of the same amount of \$50,000.00.

3. Insurance Committee

a. Purpose

Each calendar year an Insurance Committee shall meet to develop such proposals as the committee deems appropriate concerning the level of insurance and employee assistance plan benefits available and offered. This standing committee's responsibilities shall include:

- (i) monitoring insurance costs;
- (ii) reviewing and modifying benefits; and
- (iii) selecting insurance carriers and/or third-party administrators for all insurances listed in this Article.

b. Membership

The committee shall consist of six (6) members annually appointed by the Superintendent (who shall also designate which of his/her appointees shall serve as the committee chair), three (3) members annually appointed by the President of the Dublin Educators' Association, and two (2) members annually appointed by the President of the Dublin Support Association. The latter two (2) members shall be paid their regular wages for attending meetings during their scheduled work times.

c. Operation

The committee shall meet at least sixty (60) days in advance of any insurance contract rollover/renewal and at other times at the call of the chair. The committee shall formulate its proposals concerning carriers or third-party administrators by a majority vote of all of its members; it shall formulate its proposals concerning benefits applicable to the Dublin Educators' Association only by a vote of both a majority of the appointees of the Dublin Educators' Association President and a majority of the appointees of the Superintendent. Any proposal of the committee shall be presented to the Superintendent, who shall make a recommendation to the Board to approve or reject same. Any action by the Superintendent in making such a recommendation and by the Board in acting or not acting thereon shall be final in each of those regards and not grievable or otherwise subject to appeal.

ARTICLE XXII

EMPLOYMENT PROCEDURES

All members of the bargaining unit shall be considered in the classified service for the purpose of this Article.

1. Appointment

The procedures in this Agreement shall supersede all provisions in Chapter 124 of the Ohio Revised Code applicable to bargaining unit employees, except as to: (a) conducting and grading of civil service examinations and the rating of candidates for initial employment, the establishment of eligible lists from examinations and the original appointment from eligible lists as specified in Section 4117.08(B) of the Ohio Revised Code; and (b) reduction, suspension, removal and appeal as provided in Section 124.34 of the Ohio Revised Code.

2. Probationary Period

Each newly hired and promoted employee shall serve a probationary period of one (1) year (inclusive of paid holidays) from the date of initial employment. During the probationary period, a newly hired employee may be suspended or terminated without cause and the procedures in Section 124.34 of the Ohio Revised Code shall not apply. A promoted employee may be returned to the position from which s/he was promoted at any time during his/her probationary period in the promoted position. After completing his/her probationary period, an employee shall become a permanent employee if and as provided by Ohio Revised Code §124.271.

3. Posting Procedure and Transfer Procedures

A notice indicating that a bargaining unit vacancy exists or is expected to exist (if known before the vacancy occurs) shall be posted online and in each building for a period of five (5) week days, provided that this posting shall instead be six (6) week days for postings that begin either during June after school is out or on or before July 24th. Such posting shall occur at each building at which eligible employees work. During this posting period employees may indicate to the Superintendent or his/her designee their desire for the vacant position. Seniority of an employee shall be considered as one of the criteria in filling vacancies, but shall not be determinative of the selection. The Superintendent or his/her designee shall have the sole discretion to determine when a vacancy exists, whether it shall be filled, and when it shall be filled. The Association President shall be sent all vacancy notices.

Vacancies that occur within the ten (10) work days prior to the first day of school or within the first ten (10) days of the school year may be filled without posting or, if posted, may be filled during the posting period.

Bargaining unit members may request transfers to specific positions within their classification, excluding the following positions: bus driver, bus aide, and paraprofessionals who work with special needs students. Such requests must be submitted to the Department of Human Resources by May 1st. A transfer request form shall be available to all bargaining unit members. Transfer requests will be considered before a vacancy is posted. Nothing in this provision limits the right of the Board to determine the best candidate for a position.

4. Long-Term Substitutes

Initial consideration shall be given to current employees in the same classification series when providing a long-term substitute for a Head or Lead Custodian or a Head Cook. The first person to be considered shall be the most senior person that has expressed an interest to substitute who is in the next lower position in that building. In the event that no one is selected within the building, this process would then continue district-wide. This process would continue until an employee was selected. In the event that no qualified employee in the same classification series is selected, an outside person may be hired to fill the substitute position.

5. Bus Drivers and Bidding

- a. Bus drivers and bus aides are responsible for tracking the expiration dates of their required certifications/licenses and ensuring that they are current and valid. An employee employed as a school bus driver shall be required to take and pass an annual physical examination in accordance with Ohio Pupil Transportation Laws and Regulations. The cost of such examination shall be paid by the Board and the school bus driver is required to use a physician approved by the Board. Any driver or aide who fails to maintain a current, valid license/certification or any driver who fails an annual physical examination shall be immediately removed from service and placed on unpaid status pending any appeal pursuant to Ohio Administrative Code §3301-83-07(F), unless the driver or aide chooses to utilize available sick or other leave for which he/she qualifies and is eligible.
- b. Not later than fifteen (15) days before the first day of each regular work year, the Coordinator of Transportation shall post all regular and kindergarten routes that are open for the next school year. Drivers currently employed may bid on the open routes in order of greatest seniority. Bidding will be held no earlier than the sixth day after posting of the open routes at an announced open meeting of all interested bargaining unit drivers conducted in accordance with the procedures set forth in Section 11.
- c. Routes not bid for shall be assigned at the discretion of the Coordinator of Transportation within the five (5) week day period following the open meeting described in paragraph b above.
- d. All non-kindergarten routes that open subsequent to the regular drivers' first day of work each school year shall be subject to bidding conducted in accordance with the procedures set forth in Section 11 and filled in order of greatest seniority, provided that any such route that so opens on or after April 1st shall not be filled by bidding until the next following annual open meeting described in paragraph b above. Kindergarten routes which open at any time during a school year shall also not be bid during that school year but instead shall be offered for assignment on the basis of seniority to drivers eligible for a kindergarten route, subject to the understanding that such kindergarten route assignment resulting from such offering shall be only for the remainder of that school year and that such

kindergarten route shall be bid at the next following annual open meeting described in paragraph b above. Prior to any bidding for routes, any driver whose route has become open can bump a less senior driver who is either (i) the least senior driver with the same number of hours on his/her route or (ii) if there is no driver with less seniority having a route with the same number of hours, the least senior driver having a route with the next lower number of hours (an open route for purposes of this sentence being a route held by the least senior driver). Nothing herein shall preclude the use of a substitute driver for a reasonable period of time during which it is determined whether a route is open and pending the completion of bidding and filling of the route, except for kindergarten routes that can be staffed by paired drivers.

- e. All contracted hours held by regular bargaining unit drivers at the close of the school year shall be held by those drivers for the next school year unless their current route becomes an "open" route as that term is defined in paragraph h below. Any changes made to current routes will be at the discretion of the Coordinator of Transportation in order to meet the needs of the District.
- f. A kindergarten route will be paid at the flat rate for same set forth in Attachment A and will begin and end at the compound, provided that pay for time in excess of one (1) hour shall be paid proportional to the regular bus driver hourly rate.
- g. If a kindergarten driver calls in sick or is unable to drive his/her route, or is otherwise off on paid or unpaid leave of less than twelve (12) weeks' duration, the route will be assigned by seniority to drivers that have kindergarten routes in the afternoon if the route to be run is in the morning or in the morning if the route to be run is in the afternoon. Said paired and seniority lists will be posted in the drivers' commons area and maintained by the Transportation Coordinator and an Association representative. Where possible an A.M. kindergarten driver will be paired with a P.M. kindergarten driver, and back-up pairings shall likewise be made, for substitute purposes so as to provide continuity for students. Such pairings, including the back-up pairings to be used in the event that the paired substitute is not available, will be assigned by the Transportation Coordinator with input from an Association representative. If a driver agrees to be paired to be a backup for a kindergarten route, the driver is accepting this work assignment as part of his/her required assignment. If the assigned and back-up paired substitutes are not available, substitution may be assigned to any available regular or substitute driver.
- h. A route shall be an "open" route and shall be made available and posted for bidding when:
 - 1. an existing non-kindergarten route is increased or decreased by at least one-half (0.5) hour;
 - 2. a new route is created;

3. a regular driver is on unpaid leave, including drivers on Workers' Compensation leave, with duration of twelve (12) or more weeks;
4. a route is left vacant through retirement, voluntarily quitting and discharge after all appeals have been exhausted.

Open routes will be bid at bid meetings that will be held in August, October, December, and on March 15th, if necessary.

- i. When it becomes necessary for schools other than Dublin City Schools (non-public; St. Charles parochial by example) to make up school days for any reason, those bargaining unit school bus drivers who are assigned such routes shall be offered the extra work. If the regular school bus drivers elect not to work the make up days, such work shall be administered by seniority on a voluntary basis, provided that, if there are inadequate volunteers, such make up days may be assigned in inverse order of seniority to drivers not having driving conflicts. When a driver so takes or is so assigned the make up work, the driver shall be obligated to drive all of the scheduled make up days.
- j. Except when otherwise assigned based on reasonable considerations of efficiency and the specific needs conveyed by the requester, additional driving (termed "shuttles") such as, but not limited to, work study programs, magnet schools, in-school suspension, etc., shall be assigned as follows:
 1. The Transportation Coordinator or designee will create a list of drivers in their order of seniority. The list shall be updated throughout the school year as new drivers are hired.
 2. As shuttles become available during the school year, the Transportation Coordinator or Assistant Coordinator will offer the assignment to the next most senior driver on the list described in item (2) above. If the driver declines the shuttle, it will be offered to the next most senior driver on such list, and so on. If additional shuttles have been offered and accepted by less senior bus drivers prior to the cancellation of a shuttle held by a more senior bus driver, the senior bus driver whose shuttle was cancelled will be placed back into the rotation by seniority and will be eligible for additional shuttle assignments that become available, but will not be permitted to replace a less senior bus driver on a shuttle that has already been accepted.
 - (i) A voluntary meeting will be held for bus aides during one (1) of the three (3) days before Dublin Public students begin school. All extra time shuttles and kindergarten routes with an aide requirement will be listed and, in seniority order, the bus aides who desire one shall choose their shuttle. No aide shall be permitted to elect an extra time shuttle or kindergarten route that overlaps with the time for his/her regular, contracted route. Aides desiring extra

time shuttles or kindergarten routes must attend this meeting or proxy the member's choice with another bus aide or DSA representative.

- (ii) After this meeting, extra time shuttle assignment procedures for bus aides will follow the same pattern as described for drivers.
 - (iii) Each morning, sign-up sheets for all extra time shuttles that require coverage on that particular day will be visibly displayed. The sign-up sheets will be numbered to indicate in what order the shuttles will be assigned. Any driver interested in covering a shuttle will enter his/her seniority number, printed name, signature and bus number on the sign-up sheet. Drivers may sign up for more than one shuttle but will only be assigned one extra time shuttle per day. A driver may not sign up for a shuttle that conflicts with any of his/her regularly scheduled events or with field trips they have already accepted. The sign-up window will run from 6:00 a.m. until 7:45 a.m., after which time the assignments will be made. Extra time events that open up after 6:30 a.m. and occur after 10:30 a.m. will be announced over the radio and the sign-up sheet will be visibly displayed until 9:45 a.m. Any event that is reported to the Transportation Coordinator within one hour of departure shall be assigned to any available driver, regardless of seniority.
3. A driver shall not accept a shuttle which conflicts with his/her existing contracted route assignments, and in keeping with practice otherwise in the District concerning limitations on assigning of work on an ongoing basis, s/he will not be permitted to accept a shuttle (or routes of any kind) on an ongoing basis if the resulting driving and associated duties will result in their regularly scheduled total hours worked exceeding forty (40) hours per week.
 4. A kindergarten driver will not be permitted to accept a shuttle assignment which conflicts with his/her kindergarten route or with the kindergarten route of the driver with whom s/he is paired.
 5. School bus drivers shall be paid a minimum of one-half (1/2) hour when working on shuttles scheduled contiguous to their regularly scheduled route and compensated hours; if such shuttles are not so contiguous and are outside such regularly scheduled and compensated hours, the minimum shall be one (1) hour.
- k. As directed by the Coordinator of Transportation, and without detracting from section 4 of Article XXIII below, all regular bus drivers and bus aides shall be required and paid each year to attend the annual August In-Service meeting. In addition, bus drivers are required and paid to work one of the three (3) weekdays

occurring immediately prior to the first day of classes for students whom they will be driving in order to: (i) properly prepare their routes, call kindergarten parents, ensure that stop locations, time schedules, and any route hazards have been reviewed; (ii) attend the appropriate refresher training; and (iii) clean their buses before such classes commence or after the last such classes conclude, provided that nothing herein shall in any way detract from the responsibility of drivers to keep their buses clean throughout the entirety of the school year.

Preschool drivers and bus aides shall attend the Open House, which is held during the three (3) workdays occurring immediately prior to the first day of preschool. Preschool drivers shall be required and paid each year to attend the appropriate refresher training.

- l. Bus aides shall be eligible to bid by seniority for all open bus aide positions in accordance with the current procedures established by the Coordinator of Transportation.
- m. All On Board Instructors (OBI) shall be state certified. The duties of OBI's shall include, but not be limited to initial school bus driver training, school bus driver certification renewal training, initial van driver training, and the maintenance of all associated training materials and records. OBI's shall be assigned trainees on a seniority rotation basis. Any bus driver who obtains his/her OBI certification at the request of the Coordinator of Transportation shall receive a one-time \$750.00 stipend upon certification. Any bus driver who currently (as of July 1, 2014) has a valid OBI certification and who has been performing OBI duties shall receive this one-time \$750.00 stipend upon proof of certification to the Treasurer's Office.

6. Evaluation of Employees

All full-time bargaining unit members shall be evaluated twice during their probationary employment period by the employee's immediate supervisor or other building administrator assigned to evaluate with input from their immediate supervisor.

All non-probationary, full-time bargaining unit members shall be evaluated at least once within a five (5) year period by the employee's immediate supervisor or other building administrator assigned to evaluate with input from their immediate supervisor.

As used in the two preceding paragraphs, "immediate supervisor" shall mean a non-bargaining unit member who has immediate administrative authority over the employee being evaluated. "Head" or "Lead" employees in the bargaining unit shall hence not be immediate supervisors for the purpose of said two preceding paragraphs, but they may be required to provide information to be used by an immediate supervisor for an evaluation of an employee. The building principal or assistant will seek input from the Librarian with whom a Library Aide works before completing the Aide's evaluation. Under no circumstances shall a subcontractor evaluate bargaining unit members, provided that this

shall not preclude any subcontractor from having input into an evaluation of a bargaining unit member to the extent that the evaluator determines appropriate.

In the case of probationary and annual evaluations, the Superintendent (or his/her designee) shall discuss each evaluation with the employee being evaluated. The employee shall sign a certificate stating that the employee has had the opportunity to read the evaluation but signing such certificate does not necessarily mean that the employee agrees with such evaluation. The employee shall receive a copy of all written evaluations by the employee's evaluator. The employee shall further have the right to respond in writing to the evaluation and have such response be attached to the evaluation in the employee's personnel file.

7. Seniority

- a. Seniority shall be defined as length of continuous service from date of first day worked in the bargaining unit. Continuous service shall not be interrupted by approved leaves of absence. Notwithstanding the foregoing or any provision of item c below, the previously approved seniority list for drivers shall be deemed to establish the seniority date hereunder for every driver thereon so long as s/he remains continuously employed within the district, and that list shall not be subject to posting or dispute pursuant to item d below.
- b. Seniority may be bridged if absence from the bargaining unit is less than twelve (12) months in duration and occurs as a result of promotion into management.
- c. If two or more employees have identical seniority, the tie shall be broken by date that the Board of Education took action so to employ in the bargaining unit. If any ties continue, they will be broken by lot.
- d. The Board shall prepare a seniority list and shall post copies of that list in each building sixty (60) days after execution of this Agreement. Any bargaining unit member who disputes his/her seniority must indicate the dispute in writing to the Board and the Association within thirty (30) days of that posting.

The Association President or designee and the Superintendent or his/her designee shall meet to resolve these disputes. If a seniority dispute is unable to be resolved by the parties, it along with all other unresolved seniority disputes shall be submitted to an arbitrator under the expedited rules of the American Arbitration Association.

8. Reduction in Force

When the Board of Education deems a Reduction in Force is necessary either for a lack of work or lack of funds, such reduction, if not described by section 16 of Article XIII, shall be accomplished as follows:

- a. By not employing replacements in so far as practical for employees who resign, retire or otherwise vacate a position.
- b. New hires during their probationary period shall be the next laid off by inverse seniority among probationary employees in affected classifications, provided that nothing herein shall preclude the removal from employment of probationary employees as an alternative to layoff should the Board in its judgment determine so to proceed.
- c. The third tier of layoffs shall occur among permanent employees by reverse seniority in classifications affected. Classification series shall be:

Series A:	Secretaries, Aides, Special Education Attendants		
Series B:	Security Monitors		
Series C:	Bus Drivers		
Series D:	Cooks		
Series E:	Mechanics		
Series F:	Maintenance		
Series G:	Grounds, Custodians		
Series H:	Fiscal Specialists - Payroll		
Series I:	Fiscal Specialists - Accounting		
Series J:	Warehouse	(Including	Custodian-
	Warehouseperson)	Mail Clerk	
Series K:	Heating, Ventilation, and Air Conditioning (HVAC)		
Series L:	Special Education Secretaries		
Series M:	Instructional Paraprofessionals		
Series N:	Routing Clerk		
Series O:	Programmer / Data Base Managers		
Series P:	Senior Technician, Computer Technicians		

- d. When the layoff of the least senior permanent employees within a classification leaves a vacancy other than in the least hour, lowest pay position, such vacancy shall be posted and filled in keeping with the provisions of this Agreement. However, there can be no new hires in any classification while there are laid off employees with unwaived recall rights in that or a higher classification within that series.
- e. Any employee laid off from a classification series shall be given the opportunity to demonstrate qualifications for vacancies arising in other classification series, provided that, to the full extent permitted by law, the judgment of the Board or its agent(s) as to the presence or absence of such qualifications shall be final and conclusive for all purposes and not grievable or otherwise subject to challenge based in any way upon this Negotiated Agreement in any forum of any kind whatsoever, including but not limited to any court, the Dublin Personnel Board of Review, or the State Employment Relations Board. If two or more laid off

employees so demonstrate in the judgment of the Board or its agent(s) as aforesaid qualification for a vacancy, seniority shall control.

- f. Employees who are laid off pursuant to this section shall be recalled in order of seniority in reverse order of layoff as positions become available in the classification from which their layoff occurred or in lower classifications within the same series.
- g. A laid off employee hereunder shall retain recall rights for a period of two years. Recall rights shall not be waived by accepting employment in lower classifications within the same series as that from which the employee was laid off or in other classification series in the district. However, recall rights shall be waived if the employee resigns, refuses to accept recall to a position in his/her classification series, or fails to report to work within seven (7) calendar days after written notice of recall is sent by certified mail.
- h. The laid off employee is responsible to keep the Board informed of his/her current address. The Board is responsible for sending notice of recall by certified mail to the current address on file.
- i. Upon recall the employee will be credited with the full accumulated seniority and leave time they had immediately prior to layoff. They shall also resume the pay status held prior to layoff but shall not be credited with experience for pay purposes during the time of layoff.
- j. Acceptance/refusal of substitute (i.e., on-call, casual) work shall not be used by the District to oppose unemployment compensation claims for a laid off employee.
- k. The Association shall be notified thirty (30) days prior to the implementation of a RIF hereunder and shall be afforded the opportunity to discuss the proposed RIF with the Board and/or its agents.
- l. Bargaining unit members to be affected by a RIF hereunder shall be notified no less than fourteen (14) days before the RIF is implemented.
- m. While employees remain on layoff the Association shall be given upon request a quarterly update showing the status of all laid off employees, recalls and/or attempted recalls, and pertinent resignations, retirements, and terminations.
- n. Among Series E & G, F & G, or A & B, an employee who is least senior and laid off from his/her classification shall have the ability to bump the least senior person in the next lower classification(s) if the latter has less seniority. For example, a laid-off employee in Series E would be able to "bump" the least senior employee in Series G if the latter has less seniority. So long as an employee in Series J shall have seniority that includes employment as a non-probationary

employee in Series G, s/he shall further have the ability to bump the least senior employee in an equal or the next lower classification(s) in Series G if s/he cannot bump into another position in Series J.

- o. Among Series K, an employee who is the least senior and laid off from his/her classification shall have the ability to bump the least senior full-time employee in Series F or in Series G with less seniority than the Series K employee.

When the Board of Education deems a Reduction in Force is necessary because of abolishment of position(s), such reduction shall be accomplished as otherwise set forth above in this section, except that an employee occupying an abolished position:

- (i) shall be laid off unless s/he exercises a right, which s/he shall have, to bump into a vacant position for which s/he is qualified that is not being abolished in the same classification,
- (ii) shall be able, if s/he cannot bump under (i) as just stated, to bump the least senior employee in a position for which s/he is qualified that is not being abolished in the same classification if s/he has greater seniority than the employee to be so bumped,
- (iii) shall be able, if s/he cannot bump under (ii) as just stated, to bump into a vacant position for which s/he is qualified that is not being abolished in the next lower classification(s) in either the same classification series or a classification series with which it is paired under paragraph n of this section, and
- (iv) shall be able, if s/he cannot bump under (iii) as just stated, to bump the least senior employee in a position for which s/he is qualified that is not being abolished in the next lower classification(s) in either the same classification series or a classification series with which it is paired under paragraph n if s/he has greater seniority than the employee to be so bumped.

Notwithstanding anything otherwise to the contrary in this Agreement, no one shall be permitted to bump into the student health aide or mail clerk classifications.

9. Subcontracting

The Board shall have the right to contract out work if that does not cause any member of the bargaining unit then performing such work to be laid off.

10. Work by Supervisors or Management Level Employees

Supervisors and management level employees shall not perform work customarily performed by members of the bargaining unit except as same either (a) may be consistent

with historic practice that has not been discontinued when circumstances for its repetition have been present or (b) may occur because of abnormal conditions, instruction, inspection, or practical unavailability of members of the bargaining unit to perform such work on a timely basis.

11. Bidding or Bumping

All bidding and bumping provided for in this Agreement shall be accomplished at a bidding meeting held for that purpose.

- a. No such meeting shall be held without notice of at least five (5) week days being given (except as paragraph h requires notice of ten [10] week days).
- b. If a bid or bumping meeting is conducted at the same time an employee is scheduled to work, that employee shall be released to attend the bid or bumping meeting without loss of pay.
- c. The President of the Association or his/her designee in writing shall bid or bump on behalf of any employee who is not in attendance at any such meeting, provided further that any such employee may instead designate in writing any other named employee who is in attendance to bid or bump on his/her behalf, and any employee so designated may then so bid or bump instead if he/she is present.
- d. Priority of bidding and bumping shall be in accordance with any applicable provision of this Agreement.
- e. If an employee holds positions in two (2) job classifications, the employee is eligible to bid or bump as a part-time employee in either classification.
- f. In the case of bidding for open and regular kindergarten routes as provided in Article XXII, Section 5, the meeting shall be for all bargaining unit drivers.
- g. In the case of all bumping rights under Article XXII, Section 8, Reduction in Force, the meeting shall be for all bargaining unit employees who may exercise a right to bid.
- h. An employee must return to work to be eligible to bid if on unpaid leave of twelve (12) weeks or more.
- i. In the case where all positions in a classification are up for bid, and an employee in that classification does not appear at the meeting to bid and has executed no proxies, that employee shall be assigned by seniority to positions that remain unbid at the end of the meeting. In this case, notice shall be for at least ten (10) week days prior to the meeting and in the summer shall be included with paychecks or stubs.

12. Authority To Give Orders

From time to time the Superintendent or his/her designee shall designate in writing the job title(s) of the person(s) authorized to give direction to, discipline, and/or otherwise supervise custodial, groundskeeping, and maintenance employees, and notwithstanding anything to the contrary in Section 13, no person whose job title is not so designated in writing shall be deemed a person in authority under said section. If there is a change in organizational structure causing a change in a job title of a person so authorized, such employees shall be informed and upon request, this shall be confirmed in writing. Employees shall also be informed of the names of their respective evaluators, if different from the above.

13. Sequence of Orders

- a. When an employee is assigned a task or job by a management level employee or supervisor and another person in authority countermands the order or reassigns the employee to a different task or job, it shall be the responsibility of the employee to follow the order last issued, provided, that for purposes of this section, one who is not a management level employee or supervisor of the Board shall not be deemed to be such a person in authority unless he/she is specifically designated to the employee as such in writing by a management level employee or supervisor. The person in authority countermanding the employee's original assignment or orders or reassigning the employee shall assume all responsibility for such decision.
- b. For purposes of this section, a teacher who is not an administrator shall not be a person in authority.

14. Pandemic Disease Outbreak

In the event of a pandemic disease outbreak affecting the District, employees may be assigned to work across classifications as determined to be appropriate by the Superintendent in his/her discretion.

15. Job Description

The Board shall have the authority to determine the job descriptions for all positions in which employees are employed. Prior to the Board creating or modifying any job descriptions, the Board shall send all proposed changes for review and input to the Association prior to Board action. The Association shall have five (5) work days within which to provide any input, which will be considered by the Board before taking final action.

ARTICLE XXIII

WORKING CONDITIONS

1. School Closings

When the Superintendent declares all the schools of the district closed due to a calamity, employees who are not required by the Superintendent or his/her designee to report to work shall be paid for such day (if no makeup day is required by state law) and need not report to work. Absent direction to the contrary from the Superintendent or his/her designee, all employees in classification series E, F, G, H, I, J, K, N, O, and P as set forth in paragraph c of Section 8 of Article XXII, as well as any 12-month secretary in Transportation, shall be expected to work their customary number of scheduled hours and any additional hours assigned on days so closed because of the calamity or inclement weather, and all employees in such classification series shall be granted the paid holiday of Good Friday annually; the above classifications shall have Good Friday as a paid holiday even when no school closing occurs.

2. Lunch/Breaks

- a. All employees regularly scheduled to work eight (8) hours per workday shall be entitled to two (2) paid fifteen (15) minute breaks per workday. All employees regularly scheduled to work four (4) or more but fewer than eight (8) hours per workday shall be entitled to one (1) paid fifteen (15) minute break per workday.
- b. Except as provided in c. below, all employees regularly scheduled to work six (6) hours per workday shall be entitled to a thirty (30) minute uninterrupted, unpaid lunch period per workday.
- c. All Central Office employees scheduled to work eight (8) hours per workday shall be entitled to a sixty (60) minute uninterrupted, unpaid lunch period per workday.
- d. The provisions of this section shall not apply to bus drivers.

3. Attendance at Association Meetings

Bargaining unit members may attend local Association general meetings (which shall not exceed two (2) meetings per school year) and shall be given released time from work to do so when such a meeting occurs during a bargaining unit member's regular work day, provided that, when released time to attend such a meeting is required (a) prior notification to, and approval by, non-unit supervisory personnel shall be necessary, (b) such approval shall not be refused except to the extent that it is reasonably determined that absence from work would interfere with efficient operation, and (c) released time shall be made up by the bargaining unit member during that shift, or as soon as possible as determined by the bargaining unit members immediate supervisor outside the unit.

4. In-Service

All bargaining unit members will be required to attend in-service as approved by the Superintendent or his/her designee.

Without detracting in any way from the foregoing, bus drivers and bus aides will be required to attend four (4) one-hour in-service sessions per year, one (1) meeting scheduled per quarter, for which they will be compensated on each occasion with one (1) hour of pay at their normal rate of pay. A driver or aide who misses any training session will be required to review a hard copy of the In-Service presentation missed and read the accompanying summary written and provided by the Coordinator of Transportation. Any driver or aide who misses a training session must have an excused absence or be on a route or field trip.

5. Holidays

- a. Twelve-month regular full-time employees and part-time employees regularly scheduled to work on the days such holidays are observed by the Board shall be granted the following paid holidays:

Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Day before or day after Christmas*
Christmas
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
July 4th

- b. Nine (9) and ten (10) month regular full-time employees and part-time employees regularly scheduled to work on the days such holidays are observed by the Board shall be entitled to the following paid holidays:

Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day

- c. If an employee is required to work on a holiday, he/she shall be paid one and one-half (1 and 1/2) times his/her regular hourly rate of pay as set forth in Attachment A for all hours worked in addition to his/her holiday pay.

6. Vacation

- a. Twelve-month regular full-time employees shall be granted vacation days based on the following years of service in the Dublin School District and not on service for any other public employer:

Years of Employment	Days Per Month	Days Per Year
0 through 8 years	.83	10
9 through 18 years	1.25	15
19 through 24 years	1.67	20
25 years and above	1.83	22

- b. The anniversary date for all vacation computations shall be July 1. As of December 31st each year, not more than seven and one-half (7 1/2) days unused vacation leave accumulated prior to that next preceding anniversary date may be carried over for use thereafter.
- c. Twelve month employees entitled to vacation shall be permitted to take vacations at a time of the employee's choice without restrictions, provided that such vacations shall not interfere with the efficient operation of the school system. Requests for vacation shall be made to and approved by the employee's immediate supervisor and the Superintendent or his/her designee, and any disapproval on the ground that scheduling such vacation when requested will interfere with the efficient operation of the school system shall be (i) final and conclusive for all purposes and (ii) not grievable or otherwise subject to challenge based in any way upon this Negotiated Agreement in any forum of any kind whatsoever, including but not limited to any court, the Dublin Personnel Board of Review, or the State Employment Relations Board. If vacation is denied, the employee will be permitted to carryover the number of days denied, even if the total number of accumulated vacation days exceeds the maximum carryover set forth in subsection b. above. The employee must use that number of days so carried over within the next twelve (12) month period.

7. Discipline

- a. Any formal disciplinary action or formal reprimand of an employee shall be done in private. If an affected employee or immediate supervisor deems it necessary, either may request a representative of choice to be present. The Board shall advise any employee facing disciplinary action of his/her rights to have an Association representative or other employee present. When such request is made, the action shall be delayed not more than one (1) school day unless mutually agreed to by the parties.

- b. Absence without approval for three (3) consecutive regularly scheduled work days without contacting the employee's supervisor shall, at the discretion of the Superintendent or his/her designee, be grounds for the Superintendent or his/her designee to terminate the employee, without necessity for Board action or for notice to said employee, unless there exists a bona fide emergency precluding such contact of the employee's supervisor, in which case the supervisor shall be so contacted as soon as feasible. No termination under this provision shall be grievable, and it may not be vacated or modified on appeal to the Dublin Personnel Board of Review unless that Board shall determine that (i) the employee was not absent without approval for three (3) consecutive regularly scheduled work days, (ii) the employee's supervisor was contacted within such three (3) consecutive regularly scheduled work days, or (iii) a bona fide emergency precluding such contact did exist and the supervisor was so contacted as soon as feasible.

- c. Any employee whose regular duties include operation of a Board motor vehicle shall be terminated because of declaration of uninsurability by the Board's liability insurer, suspension or revocation of his/her license to drive, or any conviction at any time in any Board or non-Board motor vehicle for any one of the following offenses:
 - (i) Vehicular homicide;
 - (ii) Operating a motor vehicle either (A) while under the influence of alcohol and/or drugs or (B) with a legally prohibited concentration of such substance(s); and
 - (iii) Failure to stop a motor vehicle as legally required after an accident.

Notwithstanding the foregoing and Article XXVII, this item shall not be effective as to any member of the bargaining unit continuously employed since before September 1, 1988 for any conviction described above that is based upon operation of a motor vehicle occurring prior to that date.

- d. (i) In addition to being subject to item c above, all Transportation Department employees who accumulate within a twenty-four (24) month period five (5) or more traffic points shall be suspended without pay until said point total is reduced to fewer than five (5) for the preceding twenty-four months, provided that any Transportation Department employee who is not qualified to drive in accordance with Section 3301-83-06(B) of the Ohio Administrative Code, as now existing or hereafter amended, and as verified by an abstract driver record obtained through the bureau of motor vehicles, shall instead be terminated.

- (ii) Nothing in subitem (i) shall relieve any bus or motor van driver of any legal obligation, including that under Section 3327.10(D) of the Ohio Revised Code not to drive such a bus or van after conviction of a traffic violation or the suspension or revocation of his/her chauffeur's or driver's license until he/she has filed a

written notice of such conviction, suspension, or revocation with the Superintendent or the Superintendent's designee. Pursuant to Section 3327.10(A) of the Ohio Revised Code, violation of such legal obligation may be cause for discipline, including termination, under Section 124.34 of the Ohio Revised Code independent of or in addition to discipline imposed under the aforesaid subitems.

- e. Any employee who is on paid status (that being defined for this purpose as the time from which an employee is required to report to work until the work day -- including overtime or other, additional work -- is concluded) and who shows reasonable cause to believe that he/she has used alcohol and/or any drug of abuse as defined in Ohio Revised Code section 3719.011 and is then in any way affected thereby shall be taken promptly to a laboratory or hospital for a blood or other appropriate test at Board expense. A confirming test must be done if the original test results are positive. In addition to and not in limitation of the foregoing, bus drivers on paid status as defined above, and any other employees on such paid status whose position requires a commercial driver's license shall be subject to random testing, by use of scientifically valid method for selection, and post-accident testing, for alcohol and/or a drug for which a test is administered pursuant to federal requirements applicable to a commercial driver's license holder. Any employee who has an accident in a District-owned vehicle immediately will be required to undergo drug/alcohol test at Board expense.

Following an opportunity for a hearing under paragraph f below, a positive test showing alcohol or a drug of abuse shall result in (i) for a first offense, at least a suspension of twenty (20) working days and a requirement that the employee receive mandatory counseling, the length of which counseling shall be that which is deemed appropriate by the counseling professional and (ii) for a second offense, termination, provided that following an opportunity for an immediate hearing under paragraph f below, any employee who refuses to submit to any test described herein shall be sent home and suspended without pay and thereafter shall be terminated because of such refusal, and provided further that nothing herein shall preclude the Board's imposing more severe discipline, including termination, on a positively tested employee for reasons of the employee's giving any indication of use of and being in any way affected by alcohol and/or any drug of abuse as defined above. Notwithstanding anything stated or implied otherwise to the contrary in the foregoing, any employee whose duties require that s/he drive a Board motor vehicle and who (a) has a test that is administered pursuant to federal requirements applicable to a commercial motor vehicle driver's license holder and that is reported as showing alcohol and/or a drug for which such a test is administered, (b) refuses to take such a test, or (c) otherwise has a positive test showing alcohol or a drug for which a test is administered pursuant to federal requirements applicable to a commercial driver's license holder under law or this section shall be terminated forthwith following any required hearing. In addition, any employee who is required to receive mandatory counseling in conjunction with discipline under this section and who fails either to cooperate fully in that counseling, including but not limited to following any and all directions of the

counseling professional, or to execute any required written consent form(s) for disclosure of all relevant information about such counseling and/or treatment so as to allow the Board to confirm such full cooperation shall be terminated following any required hearing.

Independent of any suspension or termination action described above, it shall be rebuttably presumed, for purposes of receipt of workers' compensation benefits, that any employee who sustains a work-related injury and under the foregoing provisions either does test positive or refuses to be so tested was intoxicated or under the influence of a controlled substance not prescribed by the member's physician and that being intoxicated or under the influence of a controlled substance not prescribed by the member's physician was the proximate cause of such injury, provided that, for such purposes of receipt of workers' compensation benefits, the member may dispute or prove untrue the presumption that alcohol or a controlled substance not prescribed by the member's physician was the proximate cause of a member's work-related injury.

- f.
 - i. Any suspension undertaken by the Superintendent or his/her designee or by the Board and any termination undertaken by the Board shall be preceded by written notice of a hearing to take place before the Superintendent or his/her designee no less than forty-eight (48) hours from the date said notice is received. Such notice shall include a statement of allegations, shall inform the employee of his/her right of representation, and shall set the time and date of the hearing. Notwithstanding anything stated or implied otherwise to the contrary in the foregoing, an employee who is under consideration to be sent home under suspension without pay pending termination because of a refusal to take a drug/alcohol test under paragraph e above may instead have an immediate hearing hereunder with oral notice thereof, and complying with an employee's request for representation following such oral notice shall not be cause, nor shall it require the Board, to delay the conduct of a hearing more than momentarily.
 - ii. At the hearing the employee and/or his/her representative shall have the right to present information and otherwise respond to the allegations on behalf of the employee.
 - iii. Following the conclusion of the hearing, the employee and the Association shall be given written notification of disposition or, in the case of a suspension for a period in excess of ten (10) workdays or a termination (*i.e.*, actions requiring Board approval), recommended disposition.
 - iv. No employee may be represented at the hearing by anyone other than an Association representative.

- v. This paragraph shall not be applicable to employees who are in their probationary period.

Nothing herein shall in any way authorize the Superintendent or his/her designee rather than the Board to impose any suspension for a period in excess of ten (10) workdays (or such longer period as an administratively imposed suspension may be permitted under the second paragraph of Ohio Revised Code §124.34 as hereafter amended) or to terminate employment.

8. Uniforms

Uniforms consisting of clothing appropriate to the type of work to be performed, including steel-toed shoes, will be provided to all maintenance, mechanics, and grounds personnel. For head custodians, third shift custodians, maintenance, mechanics and grounds personnel, these uniforms shall further include winter clothing consisting of coats and gloves. In addition, all custodians shall receive shirts.

Each person issued uniform clothing shall make a written request for replacement needs to the Chief Operating Officer or designee who will evaluate the request.

9. Hazardous/Infectious Substances/Material

All employees that are reasonably expected to come into contact with hazardous and infectious substances that it is reasonably expected may be harmful shall be given sufficient training so that the employees are provided reasonable protection from being harmed by such substances. All cost associated with this training shall be paid by the Board.

Protective clothing, tools and cleaning solutions, including germicide, shall be provided to any employee who is in contact with substances that are known to be harmful or substances reasonably believed to be harmful. When harmful substances or substances reasonably believed to be harmful are known, all employees that it is reasonably believed may be in contact with such substances shall be notified of the location of the substance and given as much information as is known about the substance. No employee shall be disciplined for refusal to be near such substances when the employee is not provided the above information or when the employee reasonably believes that the condition exists whereby such substances may be harmful to him/her in a manner not in keeping with his/her reasonably expected work responsibilities.

Special protective containers shall be provided to dispose of all needles. Distinctively marked bags and dumpsters shall be used to dispose of all hazardous material.

10. Fitness for Duty

When the Superintendent reasonably questions a bargaining unit member's ability to perform any essential work function, with or without a reasonable accommodation that

does not impose an undue hardship, and without presenting a direct threat to the health or safety of the bargaining unit member or others, or when other cause lawfully exists, the Superintendent may require the bargaining unit member, at the Board's expense, to undergo a medical examination that is job related and consistent with business necessity to determine fitness for duty and/or the need for any such accommodation. The results of any such examination shall be furnished to the Superintendent, treated by him/her as medical records, and accorded appropriate confidentiality as such.

11. Aides' Training

All Instructional paraprofessionals, Clinic aides, and Bilingual aides that are employed each year as of July 15th and required to take training prior to the beginning of the school year shall be notified each year by August 1st. Such training shall be conducted within 10 days before the start of the school year.

12. Mechanics' Snow Removal

Mechanics shall not be required to perform snow removal duties except when grounds and maintenance personnel are unavailable.

13. Assignment of Grounds Employees

Insofar as any grounds classification has entailed, as of June 30, 2008, being in grounds for eight (8) months and engaging in other work for four (4) months, assignment within such classification shall be changed to being in grounds for twelve (12) months instead.

14. Posting of Seasonal Work

Prior to filling seasonal positions, notice of such positions shall be posted.

15. Custodian Substitute

The Head Custodian will be consulted regarding the need for a substitute custodian prior to making a coverage decision. Administration will make the final determination regarding coverage.

ARTICLE XXIV

COMPENSATION

1. Salary

- a. All employees shall be compensated in accordance with the Hourly Rate of Pay Salary Schedules (Attachment A), and provisions contained within this Agreement.

- b. In January, the Board shall provide the following stipends to each full-time bargaining unit member:
- for 2015 = \$550;
 - for 2016 = \$500; and
 - for 2017 = \$450.

In January, the Board shall provide the following stipends to each part-time bargaining unit member:

- for 2015 = \$275;
- for 2016 = \$250; and
- for 2017 = \$225.

- c. In addition to the hourly pay rates set forth in the salary schedule for classifications/grades, any employee having twenty-five (25) years or more of credited service shall receive an annual stipend as follows:

At least 25 years, but less than 28 years = \$500
28 years or more = \$1,000

Stipends will be paid in the first pay period of the new school year in one-lump sum.

2. Promotional Rate of Pay

An employee who is promoted to a higher classification and pay range shall be placed at the same step of the higher classification, provided that if that step represents pay that is more than six percent (6%) above the employee's rate of pay prior to promotion, the employee may instead be placed at the step in the higher classification with a rate of pay closest to but not less than six percent (6%) above their rate of pay in effect immediately prior to the promotion.

3. Outside Experience Credit

Newly hired employees may receive credit due to their experience outside the Dublin City School District up to a maximum of ten (10) years, provided that, to be credited, any year of experience shall consist of at least one hundred twenty (120) days of work. Proof of outside experience credit must be submitted to the Executive Director of Human Resources within thirty (30) days of the Board action to employ the individual or said experience credit shall be forfeited. A notice of this provision will be provided to all new employees upon hire. Substitute work inside or outside the District may be so credited subject to the same standard and an overall limit of ten (10) years of experience for a new hire.

4. Anniversary Dates

Beginning with the effective date of the contract, the anniversary date for salary for members of the bargaining unit will be July 1 of each year. An employee shall receive a year's service credit as of that date if in the year since the last such anniversary date he/she has worked and/or been on paid leave status for all of one hundred twenty (120) workdays or more.

5. Provisions Governing Pay

- a. An employee who is required to and who does work during his/her regularly scheduled work time shall receive his/her regular rate of pay for the hours worked. An employee required to attend training or a workshop shall receive his/her regular rate of pay for the hours attended.
- b. Subject to subsection g(13) below and subsection 5j(6) of Article XXII above, an employee called in to work not contiguous to his/her regular schedule shall be compensated for a minimum of two (2) hours of work.
- c. An employee assigned to work in a higher job classification shall be paid, after completing fifteen (15) consecutive working days, during the remainder of such assignment, at the rate for the higher job classification. The rate of pay shall be determined by application of the provisions of this Agreement.
- d. The rate of pay for overtime shall be one and one-half (1-1/2) the regular hourly rate of the employee as set forth in Attachment A. Overtime pay shall be paid for all hours worked in excess of forty (40) hours in any week (Sunday through Saturday), provided that for this purpose only "hours worked" shall include paid holidays as set forth in Section 1 of Article XXIII or Section 5 of Article XXIII and shall exclude all other hours, paid or unpaid, when an employee is not actually performing work (such as vacation, sick leave, personal leave, jury leave, assault leave, child care leave, etc.). All overtime work must be authorized by the employee's immediate supervisor. Overtime work is voluntary, provided that overtime may be made mandatory whenever it is determined by the Superintendent or his/her designee that efficient operation of the school system will be promoted thereby. Any such determination by the Superintendent or his/her designee shall be (i) final and conclusive for any and all purposes and (ii) not grievable or otherwise subject to challenge based in any way upon this Negotiated Agreement in any forum of any kind whatsoever, including but not limited to any court, the Dublin Personnel Board of Review, or the State Employment Relations Board.

As an alternative to the foregoing or any other provisions of this Agreement governing overtime pay:

- i. With the consent of the employee, compensatory time at a time and one half ratio may be granted for overtime work performed in a school or on a job site at the discretion of an employee's supervisor.
 - ii. Appropriate arrangements must be made between the employee and supervisor prior to performing the overtime work for which compensatory time will be given.
 - iii. If granted, compensatory time for overtime work shall be taken at a time requested by the employee which the supervisor determines can be accommodated without undue disruption, and within one hundred eighty (180) days after the overtime is worked.
 - iv. Upon returning to duty, an employee must complete a readmission form and compensatory time must be listed on the weekly report of absence.
 - v. Compensatory time for any employee may not accrue beyond two hundred forty (240) hours.
- e. All custodial overtime shall be assigned insofar as practicable on a rotating basis from a building list maintained by seniority for each school year. Such list shall consist of custodians, lead custodians, and head custodians who ask to be placed on same, provided that any such person making such a request on or after the first day of classes of a school year shall enter such list on the bottom thereof. Any custodian on such list not accepting an overtime assignment made from same shall be rotated to the bottom of the list, provided that, except for any school year in which the Superintendent or his/her designee determines in his/her discretion not to use such mechanism of removal, any custodian not accepting such an assignment of overtime three (3) consecutive times shall be removed from the list for two (2) months and shall then re-enter such list on the bottom thereof.

Any custodial personnel required to perform a building check which is scheduled on a holiday or a weekend shall be paid a minimum of one (1) hour for each such check unless he/she is otherwise performing work for the Board contiguous to the check.

- f. Subject to subsection d, all field trips shall be paid at the regular rate of pay as set forth in Attachment A, and drivers on such trips must remain on the vehicle used or with the group being transported except as the sponsor of the trip – i.e., the individual in charge of the group being transported – otherwise permits. If permission by the sponsor is given for the driver and the driver agrees not to be in the immediate vicinity of the field trip location, the driver will stop the field trip clock until logging back on and notifying the sponsor upon return to duty in such vicinity. During overnight trips, in no case will a driver be paid for the period from one (1) hour after the last stop on a day through one (1) hour before the first stop on the following day, this period to include not less than eight (8) hours.

g. Field Trips

1. A "field trip" shall be defined as any transportation assignment which is scheduled through a field trip request, and is either curricular or non-curricular in nature (i.e. athletic, study, overnight, etc.). A "day" field trip shall be one that begins on a weekday before 1:45 p.m. A "night" field trip shall be one that begins on a weekday at or after 1:45 p.m.
2. Lists for field trips not to be undertaken during the summer when school is not in session shall be maintained and available by computer for each of four (4) categories: (a) Day, (b) Night, (c) Weekends, and (d) Wheelchair Lift Bus, and for each of those categories there shall also be a separate "last minute" list maintained for trips becoming available less than forty-eight (48) hours before they are to be taken, provided that, notwithstanding the definitions in paragraph (1) above, the Wheelchair Lift Bus and its associated "last minute" list shall be used rather than any of the other lists whenever a wheelchair lift bus is required on a field trip. The lists shall be established in order of seniority on a rotating basis of those regular school bus drivers desiring field trips, which shall be on an alphabetical rotation in case of seniority ties, provided that no driver shall be eligible to be placed on the Wheelchair Lift Bus list or its associated "last minute" list unless s/he has been trained to operate such a bus.¹ School bus drivers shall sign up for any or all of the categories just listed, and the associated "last minute" lists, during the period beginning on May 1st and ending on the scheduled last day of school for students according to the Dublin Public School calendar, provided that drivers may change or add to such categories effective January 1st by signing up to do so by December 15th, but any such change or addition shall not affect field trip assignment already made, and any driver so changing categories shall be placed at the bottom of the list for any new categories selected in order of seniority (and in alphabetical order in case of seniority ties). Drivers eligible for field trips who are on leave throughout the entire sign-up period will be contacted via telephone and their field trip list preferences recorded on a sign-up form.
3. School bus drivers shall be offered to take field trips in order of the applicable field trip list. Such offers will be made in the order received by the Assistant Coordinator of Transportation or designee, who shall log in field trip requests when he/she receives them.
4. All regular drivers on the night field trip list shall be eligible for night field trips by seniority rotation. In the case of a night field trip having a

¹Training is unpaid (voluntary) and will be scheduled by the Coordinator of Transportation or his/her designee and administered by the On Board Instructor (OBI).

departure time prior to a driver's completion of his/her afternoon route and that driver is entitled and willing to take the field trip that is determined to be run, then a substitute, if available, will be provided to complete the afternoon route, provided that an available regular driver may instead be substituted to drop the field trip off so as to avoid a delay in it while the driver who otherwise would run that part and the remainder of the field trip completes his/her primary mission of driving regularly scheduled routes to and from school. If a regular driver is not available, any driver may be used to drop off the field trip.

5. If all school bus drivers on the applicable list elect not to take a field trip as requested, the Coordinator of Transportation may select any school bus driver, including a substitute, for such trip.
6. Payments for field trips shall be made semi-monthly, provided that timesheets for such trips have been submitted Friday afternoon by 5:00 p.m., or on the first working day prior to 9:30 a.m. in the event of a weekend or holiday trip, in order that they may be regularly processed for such payment. During lengthy non-working periods such as breaks, the driver will submit field trip sheets as they occur.
7. A school bus driver must let the Coordinator of Transportation or his/her designee know of the driver's acceptance or rejection of a field trip within twenty-four (24) hours of being offered the field trip or forty-eight (48) hours in advance of the trip, or by 1:30 p.m. the last working day before a weekend or break if the trip falls during such weekend or break, whichever is earliest ("the period for acceptance or rejection"), or the trip shall be deemed rejected. If he/she within the period for acceptance or rejection elects not to take the field trip as requested or otherwise does not respond affirmatively, his/her name shall be rotated to the bottom of the respective list described in paragraph 2 above, provided that a school bus driver who, without cause judged by the Coordinator of Transportation to be compelling, fails to notify that Coordinator of his/her acceptance or rejection of a field trip within the period for acceptance or rejection, or who rejects field trip assignments three (3) consecutive times, shall be removed from all field trip lists on which he/she appears or is eligible for two (2) months or does thereafter appear within said two (2) months and shall then re-enter such lists on the bottom thereof except in any school year that the Superintendent or his/her designee determines in his/her discretion not to use such mechanism of removal. A compelling cause would include the driver's having a conflicting assignment from the Transportation Coordinator or being on an excused absence.
8. All field trip hours accepted or refused shall be maintained in a computer database. Drivers may request to review their own record of field trip hours through the Coordinator or Assistant Coordinator of Transportation.

9. Exceptions to the above assignment of regular school bus drivers will occur if the need is not known or if a driver cannot be assigned forty-eight (48) hours in advance of the trip, provided that, in such instances, the Coordinator of Transportation shall nevertheless make reasonable efforts (taking into account all circumstances then existing), including communication by radio, to assign the trip in question using the applicable "last minute" field trip list until that Coordinator reasonably determines that such efforts so to use such list may cause a regular route or the field trip in question to be delayed so as not to be run in a timely manner.
10. A driver who either accepts a field trip but who then declines it, or who fails to appear for the trip without cause judged by the Coordinator of Transportation to be compelling loses his/her opportunity for a trip in that category of trips.
11. If during normal office business hours drivers do not respond to the telephone number that they have provided for purposes of such contact to the Transportation Coordinator or his/her designee (or to the bus radio if driving for the District), they shall be considered to be unavailable for the trip being offered, and the Transportation Coordinator or his/her designee shall proceed to the next person(s) on the applicable list until the trip is taken
12. Field trips may not be traded. Any school bus driver doing so shall have his/her name removed from the field trip list for the remainder of the school year. Drivers will not be paid for trips traded or otherwise fraudulently obtained.
13. When a field trip is canceled after acceptance but before performance, the assigned driver shall be paid two (2) hours. If the trip is cancelled after departure, the driver will be paid the greater of the time that the driver actually works (including pre-trip and post-trip time) or two (2) hours.
14. With the exception of sick leave being used for a doctor's appointment, a driver who uses sick leave for any part of the day shall forfeit any field trip that day and for next day (or weekend if the following day is Saturday), provided that if a driver has a field trip scheduled the day after the use of a sick leave day for other than a doctor's appointment and the driver calls the Coordinator of Transportation by 1:30 p.m. stating that the driver will drive the field trip scheduled the next day, the driver may drive such trip, and provided further that if the driver does not so call by 1:30 p.m., the field trip shall go to another driver in accordance with the other provisions of this Subsection 5g.

15. A Box Truck List trip list shall be maintained by the Coordinator of Transportation or designee with interested warehouse employees and mechanics listed in seniority order. All trips requiring a box truck, cargo van, van with a trailer, or a similar vehicle other than a school bus will then be offered to listed employees on a rotation basis.

In the event a driver from the above list is not available, the Box Truck trip shall then be offered to the bus driver who is next to receive a field trip on the appropriate field trip list maintained in transportation. In order for a bus driver to be eligible to drive a box truck, he/she must have completed training to operate such a vehicle. Training is unpaid (voluntary) and will be scheduled by the Coordinator of Transportation or designee and administered by the Head Mechanic.

16. Notwithstanding anything otherwise to the contrary herein, field trips when school is not in regular session because of summer break between academic years (“summer field trips”) shall be conducted in the following manner by a separate list of regular drivers who have indicated their desire to take summer field trips:

- (i) Except for immediate summer field trips as defined in item (ii) below, summer field trips will be distributed once each week by Friday afternoon by notification in drivers’ correspondence boxes, provided that any drivers who have provided the Transportation Coordinator or his/her designee with an e-mail address shall instead be notified by e-mail. Drivers on the summer field trip list will not be called for the trips but must check their correspondence boxes, or e-mail if they have provided an e-mail address, by the close of business each Monday for field trip assignments. Staff will not be authorized to check a driver’s box for such field trips. Drivers will have until the close of business on the Wednesday following the Friday afternoon trip distribution to notify the Coordinator of Transportation in writing or by email of their decision to take the assignment. Any summer field trip accepted and then declined shall be reassigned to any available driver. A driver who accepts a summer field trip but who then declines it or who fails to show for the accepted trip without cause judged by the Coordinator of Transportation to be compelling will be removed from the Summer Field Trip list..

- (ii) Immediate summer field trips shall be those that are to be run on or before the Friday that follows the Friday on which notice of the trip would otherwise be initially distributed under the preceding provisions of this paragraph. Such immediate summer trips will be assigned to any available driver so as to assure completion of the

trip notwithstanding any provision of this Agreement that might be interpreted otherwise to the contrary.

- h. The compensation for secretarial work by a bargaining unit member that is performed when school is not in session and that is in the same assignment as the member regularly held during the school year shall not be less than the hourly pay rate that was paid to that member during the school year for that work.
- i. Provided that the employee timely provides the receipt for same, the Board shall reimburse the cost of the following certificate(s) and/or licenses(s): (a) each certificate and/or license that the Board directs an employee to obtain and (b) after one (1) year of continuous employment, an employee's initial Commercial Driver's License.
- j. Full-time clinic aides shall be regularly scheduled to work seven (7) hours per day, and they shall receive, in addition to the pay set forth in Attachment A, a stipend to be paid at the annualized rate of \$2,000 per year.
- k. Employees who are required to renew a certification/licensure that is used primarily in their District employment and/or who are required as a condition of continuing their District employment to have a background check shall be reimbursed the cost of the background check by the Board, provided that, to receive such reimbursement for the background check pursuant to the renewal of certification/licensure hereunder, the renewal sought shall be for the maximum period available for the certification/licensure involved.
- l. The President of the Association shall be notified when the Superintendent or his/her designee determines that fee waivers have become available for bargaining unit members.
- m. Nothing in this Agreement shall preclude the District's mandating that work be performed by bus drivers or bus aides if any requirements herein that such work be subject to rotation or solicitation among bus drivers or bus aides to accomplish such work are unavailing or infeasible.

ARTICLE XXV

CONTINUITY OF OPERATIONS

The Association and the Board recognize the desirability of continuous and uninterrupted operation of the schools' program during the school year. The Association and Board further recognize the desirability of avoiding disputes which would threaten such operation. Accordingly, the Board agrees to honor the terms of this Agreement and the Association agrees that it will not, during the period of this Agreement, engage in or assist in any way a work stoppage, strike, slowdown, or other concerted refusal to perform services.

ARTICLE XXVI

COPIES OF AGREEMENT

The Board shall provide each employee and each newly employed employee a copy of this Agreement. The Board shall also provide the Association with fifty (50) copies of the Agreement. The cost of providing these copies shall be borne by the Board.

ARTICLE XXIII

DURATION OF CONTRACT

It is hereby agreed that this Agreement shall be effective on July 1, 2014 and shall continue in full force and effect through June 30, 2017.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by the signatures below.

FOR THE ASSOCIATION:

FOR THE BOARD:

Howard K. Fink 6-9-14
Association President Date

Lynn B. May 6-9-14
Board President Date

ATTACHMENT A

DUBLIN CITY SCHOOLS
 CLASSIFIED RATE OF PAY SALARY SCHEDULE
 (BARGAINING UNIT MEMBERS)

[Note: Except as specific figures are stated below in this Attachment A, the hourly salaries to be paid as of 7/1/2014 are to be two percent (2%) above the hourly salaries stated in the current DSA Agreement to be paid as of 7/1/2013, and the hourly salaries to be paid as of 7/1/2015 are to be two percent (2%) above the hourly salaries stated to be paid as of 7/1/2014, and the hourly salaries to be paid as of 7/1/2016 are to be two percent (2%) above the hourly salaries stated to be paid as of 7/1/2015.]

	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>
BUS DRIVER			
0	\$18.43	\$18.80	\$19.18
1	\$19.13	\$19.51	\$19.90
2	\$19.84	\$20.24	\$20.64
3	\$20.61	\$21.02	\$21.44
4	\$21.33	\$21.76	\$22.20
5	\$22.11	\$22.55	\$23.00
6	\$22.90	\$23.36	\$23.83
7	\$23.74	\$24.21	\$24.69
10	\$24.86	\$25.36	\$25.87
13	\$25.37	\$25.88	\$26.40
16	\$25.86	\$26.38	\$26.91
KINDERGARTEN			
	\$29.99	\$30.59	\$31.20
BUS MECHANIC/MAINTENANCE			
0	\$19.62	\$20.01	\$20.41
1	\$20.22	\$20.62	\$21.03
2	\$20.82	\$21.24	\$21.66
3	\$21.48	\$21.91	\$22.35
4	\$22.09	\$22.53	\$22.98
5	\$22.73	\$23.18	\$23.64
6	\$23.46	\$23.93	\$24.41
7	\$24.16	\$24.64	\$25.13
10	\$25.32	\$25.83	\$26.35
13	\$25.81	\$26.33	\$26.86
16	\$26.32	\$26.85	\$27.39

BUS MECHANIC'S HELPER/GROUNDSKEEPER

0	\$16.72	\$17.05	\$17.39
1	\$17.22	\$17.56	\$17.91
2	\$17.74	\$18.09	\$18.45
3	\$18.24	\$18.60	\$18.97
4	\$18.79	\$19.17	\$19.55
5	\$19.34	\$19.73	\$20.12
6	\$19.93	\$20.33	\$20.74
7	\$20.48	\$20.89	\$21.31
10	\$21.48	\$21.91	\$22.35
13	\$21.92	\$22.36	\$22.81
16	\$22.36	\$22.81	\$23.27

ASST. HEAD GROUNDSKEEPER/MS HEAD CUSTODIAN

0	\$18.15	\$18.51	\$18.88
1	\$18.77	\$19.15	\$19.53
2	\$19.47	\$19.86	\$20.26
3	\$20.15	\$20.55	\$20.96
4	\$20.82	\$21.24	\$21.66
5	\$21.56	\$21.99	\$22.43
6	\$22.27	\$22.72	\$23.17
7	\$23.07	\$23.53	\$24.00
10	\$24.32	\$24.81	\$25.31
13	\$24.80	\$25.30	\$25.81
16	\$25.31	\$25.82	\$26.34

HS HEAD CUSTODIAN

0	\$19.14	\$19.52	\$19.91
1	\$19.24	\$19.62	\$20.01
2	\$20.48	\$20.89	\$21.31
3	\$21.25	\$21.68	\$22.11
4	\$21.95	\$22.39	\$22.84
5	\$22.66	\$23.11	\$23.57
6	\$23.48	\$23.95	\$24.43
7	\$24.29	\$24.78	\$25.28
10	\$25.51	\$26.02	\$26.54
13	\$26.04	\$26.56	\$27.09
16	\$26.54	\$27.07	\$27.61

LEAD CUSTODIAN/ELEM. HEAD CUSTODIAN/LEAD GROUNDS

0	\$17.70	\$18.05	\$18.41
1	\$18.27	\$18.64	\$19.01
2	\$18.94	\$19.32	\$19.71
3	\$19.60	\$19.99	\$20.39
4	\$20.31	\$20.72	\$21.13
5	\$20.97	\$21.39	\$21.82
6	\$21.73	\$22.16	\$22.60
7	\$22.48	\$22.93	\$23.39
10	\$23.72	\$24.19	\$24.67
13	\$24.21	\$24.69	\$25.18
16	\$24.68	\$25.17	\$25.67

CUSTODIAN

0	\$15.95	\$16.27	\$16.60
1	\$16.45	\$16.78	\$17.12
2	\$17.05	\$17.39	\$17.74
3	\$17.70	\$18.05	\$18.41
4	\$18.24	\$18.60	\$18.97
5	\$18.92	\$19.30	\$19.69
6	\$19.55	\$19.94	\$20.34
7	\$20.24	\$20.64	\$21.05
10	\$20.99	\$21.41	\$21.84
13	\$21.41	\$21.84	\$22.28
16	\$21.84	\$22.28	\$22.73

HVAC HEAD

0	\$20.66	\$21.07	\$21.49
1	\$21.21	\$21.63	\$22.06
2	\$21.85	\$22.29	\$22.74
3	\$22.56	\$23.01	\$23.47
4	\$23.18	\$23.64	\$24.11
5	\$23.86	\$24.34	\$24.83
6	\$24.61	\$25.10	\$25.60
7	\$25.34	\$25.85	\$26.37
10	\$26.53	\$27.06	\$27.60
13	\$27.05	\$27.59	\$28.14
16	\$27.60	\$28.15	\$28.71

HEAD WAREHOUSE

0	\$19.05	\$19.43	\$19.82
1	\$19.72	\$20.11	\$20.51
2	\$20.44	\$20.85	\$21.27
3	\$21.14	\$21.56	\$21.99
4	\$21.85	\$22.29	\$22.74
5	\$22.62	\$23.07	\$23.53
6	\$23.37	\$23.84	\$24.32
7	\$24.21	\$24.69	\$25.18
10	\$25.51	\$26.02	\$26.54
13	\$26.04	\$26.56	\$27.09
16	\$26.54	\$27.07	\$27.61

MAINT/HVAC SUPERVISOR/HEAD GROUNDSKEEPER

0	\$26.43	\$26.96	\$27.50
1	\$26.92	\$27.46	\$28.01
2	\$27.56	\$28.11	\$28.67
3	\$28.28	\$28.85	\$29.43
4	\$28.88	\$29.46	\$30.05
5	\$29.56	\$30.15	\$30.75
6	\$30.31	\$30.92	\$31.54
7	\$31.02	\$31.64	\$32.27
10	\$32.22	\$32.86	\$33.52
13	\$32.74	\$33.39	\$34.06
16	\$33.30	\$33.97	\$34.65

ASST. HEAD MAINTENANCE SUPERVISOR / HEAD BUS MECHANIC

0	\$22.66	\$23.11	\$23.57
1	\$23.25	\$23.72	\$24.19
2	\$23.83	\$24.31	\$24.80
3	\$24.41	\$24.90	\$25.40
4	\$25.03	\$25.53	\$26.04
5	\$25.65	\$26.16	\$26.68
6	\$26.29	\$26.82	\$27.36
7	\$26.94	\$27.48	\$28.03
10	\$27.62	\$28.17	\$28.73
13	\$28.32	\$28.89	\$29.47
16	\$29.02	\$29.60	\$30.19

HEAD COOK

0	\$15.72	\$16.03	\$16.35
1	\$16.18	\$16.50	\$16.83
2	\$16.61	\$16.94	\$17.28

3	\$17.05	\$17.39	\$17.74
4	\$17.49	\$17.84	\$18.20
5	\$18.01	\$18.37	\$18.74
6	\$18.54	\$18.91	\$19.29
7	\$19.02	\$19.40	\$19.79
10	\$19.80	\$20.20	\$20.60
13	\$20.19	\$20.59	\$21.00
16	\$20.59	\$21.00	\$21.42

COOK

0	\$14.43	\$14.72	\$15.01
1	\$14.77	\$15.07	\$15.37
2	\$15.18	\$15.48	\$15.79
3	\$15.60	\$15.91	\$16.23
4	\$15.98	\$16.30	\$16.63
5	\$16.39	\$16.72	\$17.05
6	\$16.80	\$17.14	\$17.48
7	\$17.28	\$17.63	\$17.98
10	\$17.99	\$18.35	\$18.72
13	\$18.35	\$18.72	\$19.09
16	\$18.73	\$19.10	\$19.48

GRADE 1

0	\$13.28	\$13.55	\$13.82
1	\$13.53	\$13.80	\$14.08
2	\$13.73	\$14.00	\$14.28
3	\$14.05	\$14.33	\$14.62
4	\$14.26	\$14.55	\$14.84
5	\$14.58	\$14.87	\$15.17
6	\$14.94	\$15.24	\$15.54
7	\$15.22	\$15.52	\$15.83
10	\$15.86	\$16.18	\$16.50
13	\$16.16	\$16.48	\$16.81
16	\$16.50	\$16.83	\$17.17

GRADE 2

0	\$14.11	\$14.39	\$14.68
1	\$14.39	\$14.68	\$14.97
2	\$14.63	\$14.92	\$15.22
3	\$14.99	\$15.29	\$15.60

4	\$15.30	\$15.61	\$15.92
5	\$15.54	\$15.85	\$16.17
6	\$15.87	\$16.19	\$16.51
7	\$16.16	\$16.48	\$16.81
10	\$16.82	\$17.16	\$17.50
13	\$17.16	\$17.50	\$17.85
16	\$17.51	\$17.86	\$18.22

GRADE 3

0	\$14.60	\$14.89	\$15.19
1	\$14.87	\$15.17	\$15.47
2	\$15.20	\$15.50	\$15.81
3	\$15.47	\$15.78	\$16.10
4	\$15.77	\$16.09	\$16.41
5	\$16.08	\$16.40	\$16.73
6	\$16.43	\$16.76	\$17.10
7	\$16.75	\$17.09	\$17.43
10	\$17.39	\$17.74	\$18.09
13	\$17.75	\$18.11	\$18.47
16	\$18.11	\$18.47	\$18.84

GRADE 4/SPECIAL EDUC. BUS AIDE²/CLINIC

0	\$17.06	\$17.40	\$17.75
1	\$17.39	\$17.74	\$18.09
2	\$17.77	\$18.13	\$18.49
3	\$18.12	\$18.48	\$18.85
4	\$18.47	\$18.84	\$19.22
5	\$18.87	\$19.25	\$19.64
6	\$19.26	\$19.65	\$20.04
7	\$19.58	\$19.97	\$20.37
10	\$20.39	\$20.80	\$21.22
13	\$20.81	\$21.23	\$21.65
16	\$21.22	\$21.64	\$22.07

GRADE 5

0	\$17.83	\$18.19	\$18.55
1	\$18.17	\$18.53	\$18.90
2	\$18.56	\$18.93	\$19.31
3	\$18.93	\$19.31	\$19.70

² Bus Aides who commenced employment with the Board after July 1, 2005 (i.e., those who did not commence employment as such with the Board on or before that July 1, 2005 date and remained in its continuous employ thereafter) are included hereunder.

4	\$19.32	\$19.71	\$20.10
5	\$19.74	\$20.13	\$20.53
6	\$20.08	\$20.48	\$20.89
7	\$20.44	\$20.85	\$21.27
10	\$21.29	\$21.72	\$22.15
13	\$21.72	\$22.15	\$22.59
16	\$22.14	\$22.58	\$23.03

GRADE 6/INSTRUCTIONAL PARAPROFESSIONAL³

0	\$19.84	\$20.24	\$20.64
1	\$20.22	\$20.62	\$21.03
2	\$20.62	\$21.03	\$21.45
3	\$20.94	\$21.36	\$21.79
4	\$21.41	\$21.84	\$22.28
5	\$21.85	\$22.29	\$22.74
6	\$22.29	\$22.74	\$23.19
7	\$22.73	\$23.18	\$23.64
10	\$23.64	\$24.11	\$24.59
13	\$24.12	\$24.60	\$25.09
16	\$24.61	\$25.10	\$25.60

GRADE 7

0	\$23.57	\$24.04	\$24.52
1	\$23.78	\$24.26	\$24.75
2	\$24.03	\$24.51	\$25.00
3	\$24.27	\$24.76	\$25.26
4	\$24.54	\$25.03	\$25.53
5	\$24.77	\$25.27	\$25.78
6	\$25.04	\$25.54	\$26.05
7	\$25.30	\$25.81	\$26.33
10	\$25.51	\$26.02	\$26.54
13	\$26.04	\$26.56	\$27.09
16	\$26.54	\$27.07	\$27.61

GRADE 8

0	\$25.44	\$25.95	\$26.47
1	\$25.71	\$26.22	\$26.74
2	\$25.96	\$26.48	\$27.01
3	\$26.19	\$26.71	\$27.24

³ Bus Aides shall also be paid in accordance with this pay category if and only if they were in the employ of the Board as such as of July 1, 2005 and only so long as they have remained continuously in the employ of the Board as such following that date. Otherwise, Bus Aides shall be paid at Grade 4.

4	\$26.46	\$26.99	\$27.53
5	\$26.74	\$27.27	\$27.82
6	\$27.01	\$27.55	\$28.10
7	\$27.29	\$27.84	\$28.40
10	\$27.58	\$28.13	\$28.69
13	\$28.13	\$28.69	\$29.26
16	\$28.69	\$29.26	\$29.85

GRADE 9

0	\$27.51	\$28.06	\$28.62
1	\$27.76	\$28.32	\$28.89
2	\$28.04	\$28.60	\$29.17
3	\$28.35	\$28.92	\$29.50
4	\$28.61	\$29.18	\$29.76
5	\$28.92	\$29.50	\$30.09
6	\$29.19	\$29.77	\$30.37
7	\$29.49	\$30.08	\$30.68
10	\$29.74	\$30.33	\$30.94
13	\$30.35	\$30.96	\$31.58
16	\$30.96	\$31.58	\$32.21

BUILDING ADMINISTRATIVE SECRETARY

0	\$18.28	\$18.65	\$19.02
1	\$18.64	\$19.01	\$19.39
2	\$19.04	\$19.42	\$19.81
3	\$19.41	\$19.80	\$20.20
4	\$19.84	\$20.24	\$20.64
5	\$20.24	\$20.64	\$21.05
6	\$20.60	\$21.01	\$21.43
7	\$20.97	\$21.39	\$21.82
10	\$21.84	\$22.28	\$22.73
13	\$22.27	\$22.72	\$23.17
16	\$22.73	\$23.18	\$23.64

SENIOR TECHNICIAN

0	\$22.62	\$23.07	\$23.53
1	\$23.09	\$23.55	\$24.02
2	\$23.55	\$24.02	\$24.50
3	\$23.92	\$24.40	\$24.89
4	\$24.43	\$24.92	\$25.42

5	\$24.95	\$25.45	\$25.96
6	\$25.43	\$25.94	\$26.46
7	\$25.92	\$26.44	\$26.97
10	\$27.00	\$27.54	\$28.09
13	\$27.54	\$28.09	\$28.65
16	\$28.08	\$28.64	\$29.21

COMPUTER TECHNICIAN

0	\$20.86	\$21.28	\$21.71
1	\$21.48	\$21.91	\$22.35
2	\$22.12	\$22.56	\$23.01
3	\$22.80	\$23.26	\$23.73
4	\$23.48	\$23.95	\$24.43
5	\$24.18	\$24.66	\$25.15
6	\$24.92	\$25.42	\$25.93
7	\$25.65	\$26.16	\$26.68
10	\$26.42	\$26.95	\$27.49
13	\$27.20	\$27.74	\$28.29
16	\$28.02	\$28.58	\$29.15

PROGRAMMER DATABASE MANAGER

0	\$28.61	\$29.18	\$29.76
1	\$29.19	\$29.77	\$30.37
2	\$29.78	\$30.38	\$30.99
3	\$30.37	\$30.98	\$31.60
4	\$30.97	\$31.59	\$32.22
5	\$31.59	\$32.22	\$32.86
6	\$32.20	\$32.84	\$33.50
7	\$32.84	\$33.50	\$34.17
10	\$33.50	\$34.17	\$34.85
13	\$34.15	\$34.83	\$35.53
16	\$34.84	\$35.54	\$36.25

ATTACHMENT B

**HEALTH (INCLUDING PRESCRIPTION DRUGS), DENTAL, & VISION COVERAGE
01/01/2015**

DUBLIN CITY SCHOOLS

**"HEALTH" (INCLUDING PRESCRIPTION DRUGS)
SUMMARY OF FRINGE BENEFITS***

**NON GRANDFATHERED
HEALTH COVERAGE**

Covered Benefits	Network	Non-Network
Deductible (Single/Family)⁴ (Effective 1/1/15)	\$1,300/\$2,600	\$2,600/\$5,200
Co-Insurance	10% after deductible	30% after deductible
Co-Insurance Out-of-Pocket (Single/Family)⁵ (Effective 1/1/15)	\$1,300/\$2,600	\$2,600/\$5,200
Total Out-of-Pocket Maximum including Deductible and Co-Insurance (Single/Family)	\$2,600/\$5,200	\$5,200/\$10,400
Physician Office Services Including Office Surgeries, Allergy Serum and Injections, Allergy Testing	90% after deductible	70% after deductible
Preventative Care Routine Mammography, Pelvic Exams, Pap Test, PSA tests, Immunizations, Annual Vision & Hearing Exams	Covered in Full	70% after deductible
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical Therapy: 60 visit limit; Occupational Therapy: 30 visit limit; Chiropractic Therapy (Professional Only): 20 visit limit; Speech Therapy: 20 visit limit	90% after deductible	70% after deductible
Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine / rehab	90% after deductible	70% after deductible
Outpatient Surgery Hospital	90% after deductible	70% after deductible
Other Outpatient Services Hospital	90% after deductible	70% after deductible
Inpatient and Outpatient Professional Charges	90% after deductible	70% after deductible
Home Care Services (100 visit limit)	90% after deductible	70% after deductible

⁴ Maximum family deductible. Family deductible must be met before benefits are provided on a family contract. The single deductible applies to single contracts.

⁵ Maximum family coinsurance out-of-pocket. Family coinsurance out-of-pocket must be met before all benefits are paid at 100% on a family contract. The single coinsurance out-of-pocket applies to single contracts.

Hospice Services	90% after deductible	90% after deductible
Urgent Care	90% after deductible	90% after deductible
Emergency Use of an Emergency Room	90% after deductible	90% after deductible
Non-Emergency Use of an Emergency Room	90% after deductible	70% after deductible
Ambulance Services	90% after deductible	90% after deductible
Maternity Services	90% after deductible	70% after deductible
Mental Health / Substance Abuse Inpatient and Outpatient	Benefits paid are based on corresponding medical benefits.	Benefits paid are based on corresponding medical benefits.
Organ and Tissue Transplants	90% after deductible	70% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	90% after deductible	70% after deductible
Prescription Drug Retail (30 day supply)	90% after deductible	90% after deductible
Prescription Drug Mail Order (90 day supply)	90% after deductible	N/A
Dependent Age Limitation	Age 26 – Removal upon end of month	

Notes:

- *This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits & exclusions are contained in the Group Contract, Certificate and Benefit Book, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.*
- *Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-deductible out-of-pocket limits.*

Routine and Wellness Services

Child Health Supervision Services

Coverage for child health supervision services will be provided for Covered Persons under the age of nine.

Child health supervision services include a review performed in accordance with the recommendations of the American Academy of Pediatrics. This review includes a history, complete physical examination, routine newborn hearing screening (only from birth to age one) and developmental assessment. Vision tests, hearing tests and the developmental assessment must be included as part of the physical examination in order to be provided as part of this benefit. This review also includes anticipatory guidance, laboratory tests and appropriate immunizations.

Immunizations

Immunizations are covered.

Routine Endoscopic Procedures

(meaning colonoscopy, sigmoidoscopy, anoscopy and proctosigmoidoscopy) are Covered Services. However, if a diagnosis of a medical Condition is made during a routine screening, (e.g., removal of a polyp), the screening is no longer considered routine and may be payable as a Medically Necessary, diagnostic procedure under the Surgical Services benefits. A Deductible, Copayment and/or Coinsurance may apply.

Routine Gynecological Services

The following routine services are covered:

- mammogram services; and
- PAP tests.

Routine Hearing Examinations

Routine hearing examinations are covered.

Routine Physical Examinations

Routine physical examinations are covered.

Routine Testing

The following tests are covered:

- Laboratory, x-ray and medical testing services.

Routine Vision Examinations

Routine vision examinations are covered.

DUBLIN CITY SCHOOLS
"DENTAL"
SUMMARY OF FRINGE BENEFITS

DENTAL COVERAGE

Dental benefits are provided through a passive PPO program that allows freedom of choice with regard to provider. This program is administered with reasonable and customary limits and benefits are structured as follows:

Deductible (does not apply to Diagnostic & Preventive or Orthodontic Services)	\$25 per person/\$75 per family
I. Diagnostic and Preventive Services	100% Reasonable and Customary*
II. Basic Services	85% Reasonable and Customary*
III. Major Services	60% Reasonable and Customary*
IV. Orthodontic Services	60% Reasonable and Customary*

* When you receive services from a non-participating dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for the difference.

Payment Maximums

Benefit Period Maximum (calendar year)	\$1,500 for all Covered Services; except Orthodontia
Lifetime Maximum	\$1,000 for Orthodontia per person total per life
Dependent Age Limitation	End of the calendar year of age 19 or to the end of the calendar year allowed as a federal tax exemption (currently age 23)
Pre-Existing Period	None

DUBLIN CITY SCHOOLS
"VISION"
SUMMARY OF FRINGE BENEFITS

VISION COVERAGE

Vision coverage is provided through a network-based program of participating doctors. The program does allow benefits to be paid if the subscriber seeks care outside the network; however, the benefits are paid at a lower level. Benefits are structured as follows:

	<u>MEMBER PROVIDER</u> <u>BENEFIT</u>	<u>NON-MEMBER PROVIDER</u> <u>BENEFIT</u>
Vision Examination	\$10 copayment; Balance covered in Full	Up to \$35.00
Lenses (Once every calendar year)		
Single Vision	\$0 Copayment	Up to \$25.00
Bifocal (Lined)	\$0 Copayment	Up to \$40.00
Trifocal (Lined)	\$0 Copayment	Up to \$55.00
Standard Progressive Lenses	\$50 Copayment	Up to \$55.00
Premium Progressive Lenses	\$80-\$90 Copayment	Up to \$55.00
Custom Progressive Lenses	\$120-\$160 Copayment	Up to \$55.00
Tints/Photochromic Lenses	\$0 Copayment	Up to \$5.00
Frames (Once every calendar year)	\$0 Copayment Up to \$130.00 Plan Allowance	Up to \$45.000
Medically Necessary Contact Lenses (Once every calendar year)		
Fitting and Evaluation	Up to \$60.00 Copayment	
Materials	Up to \$130.00 Allowance	

* Additional and extra savings and discounts provided by VSP doctors.

ATTACHMENT C

CLASSIFIED JOB GRADES

GRADE 2

Building Educational Attendant

GRADE 3

HS Receptionist

Library Aide

Transportation Special Needs Secretary

GRADE 4

Building Secretary

Building Secretary (Attendance)

Building Secretary (Guidance)

CBO – Receptionist

Clinic Aide

Copy Center Operator

HS Athletic Secretary

HS Library Technical Assistant

HS Treasurer

Mail Clerk

Secretary to Coordinator of Transportation

Special Education Bus Aide

Special Education Bus Aide (Pre-School)

Special Education Secretary

Transportation Routing Clerk

GRADE 5

Admin. Secretary-Enrichment

Admin. Secretary-Learning and Teaching

Admin. Secretary-Special Education

Admin. Secretary-Student Services

Admin. Secretary-Support Services

Operations Secretary to Transportation Dept.

Secretary to Information Technology Services

District Enrollment Specialist

GRADE 6

Admin. Secretary –Human Resources, Classified

Admin. Secretary-Human Resources, LPDC

Instructional Paraprofessional

Senior Secretary-Learning and Teaching

GRADE 7

Admin. Secretary-Human Resources-Certified
Fiscal Specialist
HS Registrar
Information Technology Services Specialist

NO GRADE

Administrative Assistant
Building Administrative Secretary
Bus Driver
Computer Technician
Cook
Cook/Cashier
Head Bus Mechanic
Bus Mechanic
Head Cook
HVAC/Maintenance Supervisor
HVAC Head Person
Assistant Head Maintenance Supervisor
Maintenance
Head Groundskeeper
Assistant Head Groundskeeper
Lead Groundskeeper
Groundskeeper
ES, MS, HS Head Custodian
HS Lead Custodian
Custodian
Head Warehouseperson
Custodial/Warehouseperson
Security Monitor
Special Education Bus Driver (Pre-school)
Systems Manager

MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD AND THE DSA
REGARDING KINDERGARTEN ROUTES

The Board of Education of the Dublin City School District (“the Board”) and the Dublin Support Association, OEA/NEA (“the DSA”) do hereby agree, through their duly empowered representatives who are signatories below, to a mutual understanding that Article XXII, section 5.d, of the parties’ currently effective Negotiated Agreement shall be construed such that:

The Board agrees to post for bid any kindergarten route that comes open after the August bid day, but prior to three (3) workdays before the first (1st) day of school for students. It is agreed that the contractual posting period is modified such that the award of the bid on such kindergarten routes shall occur not later than two (2) workdays before the first (1st) day of school for students.

This Memorandum of Understanding shall become effective upon its being signed on behalf of parties as set forth below and shall be effective beginning with August 2010.

FOR THE BOARD:

FOR THE DSA:

Date _____, 2010

Date _____, 2010