

# ***SIDNEY CITY SCHOOLS HANDBOOK***



## ***MAINTENANCE***

**Adopted 7/1/2024**

# MAINTENANCE HANDBOOK

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**ARTICLE 1**  
**ASSAULT LEAVE**

An employee who is absent due to physical disability resulting from a clearly unprovoked physical attack upon said employee which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment shall, subject to the approval of the Superintendent or his designee shall be granted up to twenty-five (25) working days per year non-cumulative assault during such assault leave said employee shall be maintained on full pay basis. Assault leave shall not be charged to the employee's accumulated sick leave.

Assault leave may not be granted under this policy unless the employee in question:

- A. Has a signed written statement justifying the granting and use of assault leave. Said statement shall be upon Board-provided forms;
- B. Provides a certificate from a licensed physician stating the nature and duration of the physical disability and the necessity of absence from regular employment, and;
- C. Agrees to file criminal prosecution against the person or persons involved.

Falsification of either of the aforesaid written statements or the physician's statement may constitute grounds for termination of the employee or other disciplinary action.

**ARTICLE 2**  
**ATTENDANCE INCENTIVE**

If the employee uses no paid personal leave, the Board will pay a total of \$375. For unused paid personal leave days, the board will pay the employee \$125 per day.

The Board will pay any employee \$200 for no use of sick leave twice in a contract year if the employee has been employed every scheduled work day of the full contract during the time periods of July 1 to December 31 and January 1 to June 30 of each year. The first payment for no use of sick leave will be for the time period of July 1 to December 31 and the second payment will be for the time period of January 1 to June 30 of each year. The first payment shall be made on or before January 25<sup>th</sup> and the second payment shall be made on or before July 25<sup>th</sup> of each year.

If an employee is not required to report to work due to pandemic closures which last more than twenty (20) work days or if there is a lack of work for more than twenty (20) work days the portion of the incentive for that incentive period shall be null and void.

**ARTICLE 3**  
**BOARD OF EDUCATION RIGHTS**

The Board of Education retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Ohio, including, but not limited to, all of the rights identified in ORC 4117.08. These include:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees
- F. Determine the adequacy of the workforce.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the workforce.
- I. Take actions to carry out the mission of the public employer as a governmental unit..

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and 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.

**ARTICLE 4**  
**CALAMITY DAYS**

All employees will be granted five (5) calamity days. However, if the school district is closed beyond five (5) days the following options are available:

- A. Report to work normal hours.
- B. Use a personal day.
- C. Not report to work and not be paid.

## **ARTICLE 5 CONTRACTS**

### A. Sequence of Contracts:

Upon employment, staff members will be granted:

1. One (1) year limited contract
2. Three two (2) year limited contract
3. Continuing contract

**ARTICLE 6**  
**DISCIPLINARY PROCEDURE**

Discipline shall be imposed on non-probationary employees only for just cause. Discipline includes, but is not limited to, dismissal, demotion, suspension and written reprimands.

- A. All discipline shall be progressive with a start of:
1. Oral Reprimand
  2. Written Reprimand
  3. 1 2-3 Day Suspension(s)
  4. 3 10-Day Suspension(s)
  5. Termination
- Discipline will be progressive for similar or like increments only.
- Safety and driving violations will not fall under the purview of the progressive discipline plan.
- The severity of any incident may result in steps of the progressive discipline plan being skipped by the administration.
- B. When the employer intends to impose a suspension, demotion or dismissal, the Superintendent or his designee shall hold a hearing to discuss the charges.
- C. Notice of such hearing shall be given to the employee. Such notice shall indicate the specific charges against the employee and the date, time and location of said hearing.
- D. The employee shall have the right to union representation at any hearing which may result in disciplinary action.
- E. The union shall have the right to appeal any dismissal, demotion or suspension of more than three days to step three of the grievance procedure.
- F. On any suspension of three days or less, or a written reprimand, there can be no appeal to the grievance procedure, but the employee may submit a letter of rebuttal to be placed in his personnel file.
- G. The appeal procedures set forth in paragraphs 6 and 7 above are in lieu of appeal to the Civil Service Commission and constitute the sole and exclusive remedy to disciplinary actions.
- H. No-call, No-show absences will be handled as follows:
1. One day may result in a written warning and loss of pay.
  2. A second offense may result in loss of pay for the day(s) and further suspension without pay.



**ARTICLE 7**  
**DUTY-FREE LUNCH**

The administration shall make a reasonable effort to see that employees have a scheduled duty-free, 30-minute, or one (1) hour depending on daily schedule for a lunch break. If an employee is required by his/her supervisor to work for a period of 10 minutes or more during his/her scheduled lunch break, he/she shall be paid for the entire break.

**ARTICLE 8  
EVALUATION PROCEDURE**

1. All regular support staff will be evaluated at least annually by their immediate supervisors.
2. The supervisor will assess the employee on the basis of work performance and abilities. Evaluation forms will be completed in duplicate. An additional narrative report will be written if necessary. The supervisor will also submit his recommendation regarding continued employment of the employee.
3. After completing the evaluation form, the supervisor will conduct a conference with the employee to discuss:
  - a. the reasons for the performance evaluation, and
  - b. the areas in which work performance should be improved.
4. The supervisor and the employee will sign the evaluation form at the close of the conference.

One copy of the complete evaluation form will be included in the employee's personnel file; one copy will be given to the employee. The employee will have access to the evaluation reports in his personnel file.

**ARTICLE 9  
HEALTH AND SAFETY**

The School District and employees will perform job duties in compliance with provisions of the School District's Health and Safety Plan and applicable OSHA requirements.

An employee has the right to refuse the use of equipment when the equipment is considered unsafe and shall report the problems of the equipment through the Public School Works or equivalent documentation procedures. An employee does not have the right to refuse to use the equipment furnished by said employer.

**ARTICLE 10  
HOLIDAYS**

The Board of Education will follow provisions in ORC 3319.087 plus two (2) days for all 12-month employees and one day for 9 and 10-month employees.

**11 and 12 Month Employees**

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day

**9 and 10 Month Employees**

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

Employees must accrue wages the scheduled work day before and the scheduled work day after the holiday to receive holiday pay. All work performed on Easter Sunday shall be paid at two times the employee's regular hourly rate for all hours actually worked.

**ARTICLE 11**  
**HOURS AND OVERTIME PAY**

The standard work week shall be forty (40) hours per week.

All hours worked in excess of forty (40) hours per week shall be paid at time and one-half regular pay.

All work performed on Holidays will be paid at one and one-half the regular pay in addition to Holiday pay.

Payment of overtime shall be paid the pay period following the pay period in which the overtime was accrued.

Overtime shall be assigned on a rotation basis to the employee in that classification before any other employee is offered any overtime. Building custodial overtime shall be rotated and offered to custodians in that particular building. If an employee is skipped in the rotation, the remedy shall be the employee will be offered the next available overtime opportunity.

Mandatory overtime will be assigned to a building custodian in reverse seniority rotation order in the building after all district custodial staff passes on the overtime opportunity.

After each pay period a list will be posted of custodial overtime outside of their own building.

The Board will provide four (4) hours per school year for the completion of required public school works modules. This time shall be during the employee's regularly scheduled work day and will be scheduled at the discretion of the administration. If the employee fails to utilize the time provided the employee shall still be required to complete the modules which shall be outside the work day and with no additional compensation. Employees may be assigned this time during delay days.

## **ARTICLE 12 INSURANCE AND COVERAGE**

The Board will provide the following contributions per member of the bargaining unit to be used for medical and dental insurance premiums:

Board - 80%  
Employee - 20%

The Board will pay the premium for life insurance at 100%. The Board will offer a full range Section 125.

Specifics of the Medical/Dental/Life Insurance plans will be available in the Human Resources Department, Building Administrators Office, and on the district web page. Effective January 1, 2022, only the High Deductible Health Plan will be available to members.

For the 2025, 2026 and 2027 plan years, the Board shall make a \$1000 deposit into the employee's health savings account ("HSA") if the employee is on a single plan. For the 2025, 2026, and 2027 plan years, Board shall make a \$2000 deposit into the employee's HSA if the employee is on an employee + child or family plan. Payment will be made in two installments, the first no later than January 15<sup>th</sup> of each year and the second in July of the plan year no later than July 15<sup>th</sup>. Employees may elect to have additional sums deposited into his/her HSA through payroll deduction.

An employee may not designate an amount in excess of his/her net pay for a pay period. If an employee leaves employment prior to the repayment of all sums designated pursuant to the 2024-2027 agreement, the District may withhold any amounts due from the employee's remaining wages.

Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, or EPC, shall not be reduced, modified, or eliminated during the term of the Collective Bargaining Agreement without the approval of the LMC and 685 Local OAPSE.

All employees that work at least 3 1/2 hours per day and 120 days per year will receive payment of benefit coverage on a percentage basis with an employee share of 20%. Employees hired prior to August 1, 2011, will remain eligible for insurance benefits for the life of this agreement provided that these employees do not bid on an existing route of less than, 3 1/2 daily contract hours.

A. Term Life insurance

The Board shall pay the cost of \$40,000 term life insurance for all employees regularly employed on contract. A double-indemnity accidental death clause shall be included in the policy.

Upon retirement, a current member of the group covered by this policy may convert and individually purchase this life insurance policy. This policy may be issued without additional benefits at the standard rate at the current age of the insured. The policy shall be issued regardless of the age or health of the insured. Applications must be submitted within thirty-one (31) days of the insured's separation date of the group policy.

B. Benefit Options

Members of the bargaining unit have several options to choose from in determining the level of benefit coverage desired. They are as follows:

1. Receive all insurance coverage provided as stated above at the per policy amount specified in this agreement.
2. Receive no medical insurance coverage provided and receive a cash benefit of \$2,250 during the length of this contract. All staff members are eligible for the opt-out incentive except for married couples who are both employed by the district.

C. To receive option 2 the following applies:

1. Only one Annual Cash Benefit would be issued per plan. Employees must be employed by October to be eligible for this benefit. Any employee hired after October shall receive a prorated rate of the medical cash benefit.
2. Enrollment dates would be limited to the September open enrollment period and will be in effect until the following September open enrollment period. Applications will be available through the treasurer's office.
3. To regain full insurance coverage for the following year the employee must request in writing during the September open enrollment period.
4. To regain benefits after the September open enrollment period the employee must either forfeit cash payment or reimburse cash payment. All insurance company rules supersede all other agreements.
5. Checks will be issued the second payroll of December

**ARTICLE 13  
JURY DUTY**

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

Any employee who is seated for jury duty on a given day will not be required to report to work after being released from jury duty on that day. Any employee who has not been seated on a given day shall be required to report to work on that day.



**ARTICLE 14  
LAYOFF AND RECALL**

- A. All bargaining unit classifications and positions shall be filled by employees of the Board.
- B. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoff:
  - 1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position.
  - 2. Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first.

Seniority in this Article shall be interpreted as system seniority regardless of classification in the bargaining unit.
  - 3. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff:
    - A. Bus Drivers
    - B. Custodians
  - 4. The Board shall determine in which classifications the layoff should occur and number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuing status is laid off.
  - 5. Fifteen (15) days prior to the effective date of layoff, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
    - A. Reasons for the layoff or reduction.
    - B. The effective date of layoff.
    - C. A statement advising the employee of his/her rights of reinstatement from the layoff.
  - 6. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and the names of all employees who have been laid off shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.

7. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the recall list before the next person on the list may be considered. Said employee will have ten (10) calendar days after meeting provisions on #9 below to accept the position or have his name removed from the recall list. Any employee who declines reinstatement shall be removed from the reinstatement list. The appropriate supervisor must be given any change of address by the affected employee. Failure to do so will result in the employee being removed from the seniority list.
8. The employee's name shall remain on the appropriate list for a period of twenty-four (24) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority.
9. The notice of reinstatement shall be made by Certified Mail if other contact is not possible or accepted.
10. Employees on layoff will be considered to fill vacancies out of their classification according to seniority and minimum qualifications and shall not lose recall rights if the trial period is not satisfactorily completed.
11. An employee may return to a former classification held within the last five(5) years provided the employee still meets the minimum requirements for the job, The employee may bump the least senior employee in the formerly held classification. It is understood that bumping rights are confined to those positions that are included in the bargaining unit.
12. If there is an abolishment of a job, the affected employee may bump any employee in the same classification with less seniority.

## **ARTICLE 15 LEAVE OF ABSENCE**

Upon the request of a bargaining unit member, the Board of Education may grant a leave of absence for up to two (2) consecutive school years for the purpose of educational or professional reasons. The Board shall grant a Medical Leave of Absence for up to two (2) years when an employee applies in writing and furnishes medical evidence to support the leave request.

When an employee is granted an unpaid leave of absence, the employee has the right to continue coverage for eighteen (18) months and any eligible dependent for the entire twenty-four (24) months. The employee may choose to continue, at their expense, present or less coverage for medical and/or dental insurance.

The employee must elect to participate within a maximum of forty-five (45) days with payment due in the treasurer's office no later than the first day of the month following the date the leave is granted or before the end of the forty-five (45) day grace period. Failure to remit payment within the above time limits will result in cancellation of coverage. This payment must include all retroactive payments. Subsequent payments are due the first of each month.

Your coverage will remain in force until one of the following occurs:

- When the 18-month or 24-month (dependent) period expires
- When the cost of coverage is not paid on or before the due date
- When you become eligible for Medicare
- When you acquire coverage through another group benefit plan as an employee or dependent of an employee

The employee does not accrue or lose seniority during the time while on an unpaid leave of absence, except they will accrue seniority for the exclusive purpose of bidding and layoff.

An unpaid leave of absence for the purpose of child care will not be approved for any period that begins prior to the employee's completion of one (1) year of employment in the Sidney City School District. For purposes of child care leave, a request must be submitted in writing to the Superintendent at least 30 calendar days in advance. The Superintendent may waive this requirement in unusual circumstances. The maximum length of a leave of absence granted for the purpose of child leave shall be the remainder of the current school year plus one school year. Employees must use all vacation leave before unpaid leave is granted.

An employee who has been employed by the district for at least 12 months is eligible for 12 weeks of FMLA leave during a 12-month period. FMLA leave shall be without pay unless using accrued paid vacation or sick leave. The 12-month period shall be September 1 through August 31st of each year.

### OAPSE Leave

An eligible employee may take FMLA leave for;

1. The birth and first year care of a child;
2. The adoption or foster placement of a child;
3. The serious illness of an employee's spouse, parent, or child;
4. The employee's own serious health condition that keeps the employee from performing the essential functions of his job.
5. Qualifying exigency arising out of the fact that the staff member's spouse, son, daughter, or parent is a military members on covered active duty (or has been notified of impending call or order to covered active duty) in the Armed Forces. Covered active duty is defined in AG 3430.01.

In addition, an eligible staff member who is a spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness may take up to a total of twenty-six (26) work weeks of job protected, unpaid leave, or substitute appropriate paid leave if the staff member has earned or accrued it, during a "single twelve (12) month period" to provide physical and/or psychological care for the covered service member ("Military Care Giver Leave").

### Spouses Employed by the District

If a husband and wife are employed by this school district and are both eligible for FMLA leave, their combined amount of leave for birth, adoption, foster care placement, and parental illness will be limited to 12 weeks. If the leave is requested because of the employee's own illness, or due to the illness of a child or of the other spouse, each spouse is entitled to 12 weeks of leave. An employee may not take FMLA leave to care for a parent-in-law.

### Intermittent and Reduced Leave

Intermittent leave is leave taken in several blocks of time due to a single illness or injury. Reduced leave is a leave schedule that reduces an employee's usual number of hours per work week or hours per work day.

Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child adoption/placement of a child.

The district may provide such medical leave but the district may transfer the employee to a position which is equivalent, *but* more suitable for intermittent periods of leave. The employee must furnish the district with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing.

### Benefits

The district will maintain the employee's health coverage under the district's group health insurance plan during the period of the FMLA leave. The employee should make arrangements with the treasurer to pay the employee's share of health insurance (e.g., family coverage) prior to the beginning of the FMLA leave. The employee will not lose any other employment benefits such as group life insurance, sick leave, educational benefits and pensions accrued prior to the date on which leave began, but is not entitled to accrue seniority, vacation, or sick leave credits during the sick leave period, unless accrued paid leave is used.

## Notice

When the FMLA leave is foreseeable, the employee must notify the district of his request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the district's operations. The district may deny the leave if the employee does not meet the notice requirements.

## Certification

The district may require the employee to provide certification from a health care provider containing specific information required under the law if he requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required both at the expense of the district.

Upon the employee's return to work, the district will require that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

## Restoration

When the employee returns from the leave, the district will restore the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

Under certain circumstances, the district may deny restoration to a key employee. The district will comply with the notice requirements of the FMLA in denying restoration, a key employee is one who is among the highest-paid 10 percent of the employees and whose absence would cause the district to experience a substantial and grievous economic injury.

## Failure to Return

The district is entitled to recover health care premiums paid during the leave if the employee fails to return from leave; however, recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

An employee who does not return to work upon expiration of the Family Medical Leave shall have his/her employment terminated, unless said employee has other approved leave, or is deemed to be disabled according to SERS rules.

## Provisions

Any question concerning Family Medical Leave not covered in this section of the negotiated agreement shall be governed by provisions in the relevant sections of the Family Medical Leave Act of 1993 or as amended. Provisions of this section superseded by the FMLA of 1993 may be the subject of negotiations by the parties.

**ARTICLE 16**  
**MAINTENANCE UNIFORMS**

The Board of Education will furnish uniforms to maintenance employees at Board expense.

Five (5) clean uniforms will be provided for each maintenance employee per week. Dirty uniforms must be turned in each week.

All maintenance employees must wear the uniforms, as provided, to work whenever school is in session or whenever there is any formal meeting unless otherwise noted by the building principal or immediate supervisor.

If a summer shirt is provided by The Board of Education, it must be worn when school is not in session. This will not be a t-shirt or regular uniform shirt.

**ARTICLE 17**  
**MILITARY LEAVE**

Any non-teaching school employee who, subsequent to September 1, 1962, has left, or leaves, the employ of a Board of Education for the purpose of entering on extended active duty in the armed services of the United States or the auxiliaries thereof, and within eight weeks enters such service and who has returned, or returns, from such service with an honorable discharge or certificate of service shall be re-employed by the Board of Education of the district in which he held such school position, under the same type of contract as that which he last held in such district, if such non-teaching school employee applies, within ninety days after such discharge, to such Board of Education for re-employment. Upon such application, such non-teaching school employee shall be re-employed at the first of the next school semester, if such application is made not less than thirty days prior to the first of such next school semester, in which case such non-teaching school employee shall be re-employed the first of the following school semester, unless the Board of Education waives the requirement for such thirty-day period.

For the purposes of seniority and placement on the salary schedule, years of absence on extended active duty in the armed services of the United States or the auxiliaries thereof shall not exceed four (4) and shall be counted as though school service had been performed during such time.

The Board of Education may suspend the non-teaching school employee whose services become unnecessary by reason of the return of a non-teaching school employee from service in the armed services or auxiliaries thereof.

**ARTICLE 18  
PAY POLICIES**

1. All employees are paid semi-monthly on an annual salary. The annual salary is computed by multiplying the hourly rate by the total number hours an employee is hired for the year (including holidays). All required and voluntary deductions will be included in determining net pay.

The treasurer will correct and pay/deduct any errors in employee's pay the following pay period, if the employee notifies the treasurer's office of the apparent error within three (3) days following receipt of the notice of deposit.

2. The employer shall be permitted to give prior service credit of outside employment solely for the purpose of placement on the salary schedule. This shall be permitted at the time of initial hire into the system.



**ARTICLE 19**  
**PERSONAL LEAVE**

Personal Leave will be granted to each employee at the rate of five (5) non-cumulative days per contract year. These days shall be designated into two categories, personal leave with pay, and personal leave without pay.

A. Personal Leave With Pay

1. These days shall not exceed three (3) in number and shall not be used on the first or last day of school for students, the day before or the day after a paid holiday, the day before or day after student vacation periods, or the day before or the day after a vacation day as defined in Article 19 of the contract. Notification of absence for paid personal leave must be reported to the appropriate supervisor in writing at least three (3) days in advance.
2. Personal leave may be used in 1/2, and full day increments for bus drivers. Custodians may use personal leave in 1/2, and full day increments.
3. Custodians - No personal leave during the first three (3) weeks of the school year or during the last three (3) weeks of the school year. Bus drivers – No personal leave during the first three weeks of the school year or during the second, third or fourth full week of April.

In emergency situations not covered by other leaves, the Superintendent may waive these restrictions on a case-by-case basis with the presentation of valid reasons. The decision of the Superintendent is final and binding on all exceptions listed in this policy. The initial supervisor will be responsible for initial approval and forwarding the form to the Superintendent for final approval. The maximum number of consecutive days of any type of personal leave shall be two (2).

## **ARTICLE 20 PERSONNEL RECORDS**

A personnel file of all members of the classified staff shall be maintained in the office of the Superintendent. This shall be the only official file of recorded information of members of the classified staff maintained by the administration.

A member of the general public may review records of employees under the following conditions:

- A. The file must be reviewed in the presence of the Superintendent or his designee.
- B. The public may have access to all records in the personnel file at the central office except the following:
  - 1. Medical Records
  - 2. Records pertaining to court proceedings
  - 3. Trial preparation records
  - 4. Confidential law enforcement investigation records
  - 5. Pre-employment information
  - 6. Records prohibited by state and federal law

When the supervisor or other administrator finds it necessary to make a notation in an employee's file, which reflects adversely upon an employee's conduct, service, character, or personality, the supervisor(s)/administrator(s) shall afford the employee an opportunity to read such notation and provide a copy to the employee. The employee shall acknowledge that he has read such notation by affixing his signature on the actual document filed with the statement that such signature may not indicate his agreement with its contents. The employee shall also have the right to answer such notation and the answer shall be attached to the file copy. All notations and anecdotal records included in the employee's personnel file become null and void after three (3) years from date of documentation and will be removed from the file. The notations and anecdotal records shall remain in the folder permanently if a same offense occurs within the three-year limit.

Employees shall be guaranteed the right to examine and review their personnel file. Prior arrangement for such examination shall be made with the supervisor or the administrator in charge.

The Association (Union) reserves the rights of any bargaining unit member(s) to have representation present upon inspection of his/her file. Any member of the bargaining unit shall be entitled to a copy of any and all materials placed in his/her file upon request.

**ARTICLE 21  
RETIREMENT PAY**

A. Retirement pay shall be a one-time, lump-sum payment to employees eligible under the following provisions and guidelines.

B. Eligibility

An employee's eligibility for retirement pay shall be determined as of the final date of employment.

The criteria are:

1. The individual retires from the school system.
2. Retirement - Disability or service retirement under any state or municipal retirement system in this state.
3. The individual must be eligible for disability or service retirement as of the last date of employment.
4. The individual must, within 120 days of last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check. The Superintendent has the authority to waive this 120-day requirement.
5. Must have not less than ten (10) years of service with this school district, the state or its political subdivision.

C. The employee must make application for such cash payment according to procedures as set through the school treasurer's office.

D. Such payment shall be made no later than sixty (60) days after the application is filed and the employee's retirement is certified to the Office of the Treasurer by the retirement system and provisions in 'B' above.

E. Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave up to a maximum of 120 days by one-fourth (25%).
2. Multiplying accumulated sick leave above 120 and up to a maximum of 240 by 15%.
3. The amount of the benefit calculated in steps one (1) and two (2) shall not exceed the value of 48 days of accrued but unused sick leave.
4. Multiplying the product times the per-diem rate of pay appropriate for that individual's placement on the base salary schedule exclusive of overtime and/or supplementary salaries.

- F. Procedure for applying for cash payment for unused accrued sick leave:
1. Complete the appropriate form obtained from the Treasurer of the Board of Education Office.
  2. Submit the completed appropriate form within sixty (60) calendar days of your retirement effective date to the Superintendent of Schools who will work with the Treasurer to verify the information contained on the submitted form.
  3. Complete the appropriate forms for the retirement obtained through the appropriate state retirement system.
  4. Prepare a letter of resignation confirming the retirement and submit it to the Board of Education.
  5. Notify the Treasurer upon receipt of official notification of retirement approval by the appropriate state retirement system.
  6. Upon official notification of the retirement approval by the appropriate state retirement system, the Treasurer shall cause the cash payment to be made directly to a tax deferred 403B account administered by [NG, according to the provisions of the adopted Accumulated Leave 403B Plan of the Sidney City School District and provisions governing the office of the Treasurer.
- G. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.
- H. In addition, if requirements B1, 2, 3, 4, and 5 and F1, 2, 3, 4, 5, and 6 are met, the Sidney Board of Education will agree to a one-time payment of:
- \$500.00 for 10 years Sidney service
  - \$750.00 for 15 years Sidney service
  - \$1,000.00 for 20 or more years Sidney service

**ARTICLE 22**  
**SALARY SCHEDULE - YEARS OF EMPLOYMENT**  
**SIDNEY CITY SCHOOLS**

The SERS contribution which has been paid by the employee directly to SERS will be paid on behalf of the employee by the Board of Education, therefore, producing a tax shelter of the employee's contribution. This will be for the full "current rate" and will take effect with the start of the 1984-85 Contract. The pickup will be of no cost to the Board of Education and is solely for the purpose of reducing the current tax rate of the unit member. This will remain in effect so long as revenue rating ruling #77-462 remains unchanged. The employees are responsible for reviewing the relationship between pickup and their other tax-deferred arrangements.

An employee must be on the job for 2/3 of the individual employee's contract year in order to qualify for advancement on the salary schedule. For purposes of this section, an employee shall be considered to be on the job if the employee is drawing worker's compensation benefits from an injury incurred while working for Sidney City Schools.

A. Wage Increase

For the 2024-2025 school year, bus drivers and custodians will be paid according to the attached salary schedules:

- There will be no base percentage increase for any member for the 2024-2025 school year.
- There will be a three and one-half percent (3.5%) base increase for the 2025-2026 school year.
- There will be a three and one-half percent (3.5%) base increase for the 2026-2027 school year.

## ARTICLE 23 SEXUAL HARASSMENT

### ANTI-HARASSMENT

#### Relevant Definitions:

“School District community” includes students, administrators, teachers, staff, and all other school personnel, including Board members, agents, volunteers, contractors or other persons subject to the control and supervision of the Board of Education.

“Third parties” include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

“Sexual Harassment” has the same definition as set forth in the policy of the Board as reflective of the definition set forth in Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the R.C. 4112.02.

#### Prohibited Behavior:

- A. Conduct constituting sexual harassment may take different forms, including, but not limited to, the following:
  1. Verbal:  
The making of offensive written or oral sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats, or propositions toward or by a fellow staff member, student, or other person associated with the District, or third parties.
  2. Nonverbal:  
Causing the placement of offensive sexually suggestive object, pictures, or graphic commentaries in the school environment or the making of offensive sexually suggestive or insulting gestures, sounds, leering, whistling, and the like to or by a fellow staff member, student, or other person associated with the District, or third parties.
  3. Physical Contact:  
Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, brushing the body, or coerced sexual activity with or by a fellow staff member, student, or other person associated with the District, or third parties.
- B. Conduct constituting harassment on the basis of race, color, national origin, religion, or disability may take different forms, including, but not limited to, the following:

1. Verbal:  
The making of offensive written or oral innuendoes, comments, jokes, insults, threats, or disparaging remarks concerning a person's race, color, national origin, religious beliefs, or disability.
2. Nonverbal:  
Placing offensive objects, pictures, or graphic commentaries in the school environment or making insulting or threatening gestures based upon a person's race, color, national origin, religious beliefs, or disability.
3. Physical:  
Any intimidating or disparaging action such as hitting, pushing, shoving, hissing, or spitting on or by a fellow staff member, student, or other person associated with the District, or third parties, based upon the person's race, color, national origin, religious beliefs, or disability.

Anti-Harassment Complaint Coordinator:

The following individual shall serve as "Anti-Harassment Complaint Coordinator" for the School District, hereinafter referred to as the "Complaint Coordinator."

Superintendent  
750 S. 4<sup>th</sup> Avenue,  
Sidney, OH 45365  
937-497-2200

The Complaint Coordinator will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist members of the School District community and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the employee of the School District community or third party.

Complaint Coordinator is assigned to accept complaints of unlawful harassment directly from any employee of the School District community or a visitor to the District, or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Complaint Coordinator will begin either an informal or formal process (depending on the request of the employee of the School District community alleging sexual harassment), or the Complaint Coordinator will designate a specific individual to conduct such a process. In the case of a formal complaint, the Complaint Coordinator will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment which are reported to them to the Complaint Coordinator within five (5) calendar days of learning of the incident.

## **ARTICLE 24 SICK LEAVE**

- A. Sick leave shall be granted to each bargaining unit member at the rate of one and one quarter (1-1/4) day per month, with pay, up to fifteen (15) days per year. Sick leave usage must be entered through the approved electronic system.
- B. Unused sick leave may be accumulated up to a maximum of two hundred and fifty (250) days. Newly employed persons may transfer up to that number of accumulated and unused sick leave days from another public employer in this state, if the date of termination of the other employment was less than ten (10) years prior to employment in this district.
- C. An employee who has no accumulated sick leave shall be advanced five (5) days of sick leave each school year if necessary. Any such advance shall be charged against any subsequent accumulation of that employee. Any employee who has advanced sick days and then quits or is terminated or does not return to work shall have the advanced sick leave days deducted from his/her last payroll check or shall be required to reimburse the district. Any such advancement of sick leave shall occur after the use of all accumulated personal and vacation days are used.
- D. Sick leave may be used for absences necessitated by personal illness, injury, exposure to contagious disease which would be communicated to other employees, pregnancy of the employee, and to illness, injury in the employee's immediate family. Immediate family shall be defined as the staff member's direct, step, and in-law relatives, including the following: parent, spouse, child, foster child, domestic partner and parents thereof, including domestic partners of any individuals listed above, or any relative living in the employee's household, including grandchildren.  
  
Absence due to death in the immediate family or person in the same household is not to exceed five (5) days. Immediate family is defined as the staff member's direct, step, and in-law relatives including the following: spouse, father, mother, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, brother, sister, child, stepchild, domestic partner and parents thereof, including domestic partners of any individual listed above, and in-laws of the relationship above and anyone living in the same household.
- E. Absences for a portion of a day up to 1/4 day shall result in a 1/4 day reduction of sick leave. Absences for a portion of a day greater than 1/4 but not more than 1/2 day shall result in a 1/2 day reduction of sick leave. Absences for a portion greater than 1/2 day shall result in a one day reduction.
- F. Any bus driver having 4 to 5 routes in a day shall have a portion of 1/4 based on route scheduling, deducted from their sick leave for each route missed.
- G. Should the school(s) be closed during the period the employee uses sick leave, that day or days shall not be charged against the employee.
- H. Sick leave shall be documented and the appropriate leave request form to be completed by the employee as soon after his illness as is possible. In the case of a preplanned medical appointment,



those are required to be submitted immediately after the appointment is scheduled. If an employee has been absent on sick leave for more than three (3) consecutive days, the employee shall submit a physician's statement. If an employee has been absent on paid or unpaid sick leave for more than eight (8) days within a single school year, the employee shall be required to meet with Human Resources which may result in the institution of an attendance plan, a letter of counseling being issued, the transfer of the employee to another position or the imposition of discipline. Personal leave, non-intermittent FMLA and professional leave do not count towards the days.

- I. Falsification of the sick leave form is grounds for suspension or termination of employment.

**ARTICLE 25  
VACATIONS**

The Board of Education will provide paid vacations for 11 and 12-month employees based on the following schedule:

For purposes of this article - seniority means time spent with the Sidney City Schools.

|  |         |
|--|---------|
| Employees with one (1) year of seniority           | 10 days |
| Employees with five (5) years of seniority         | 11 days |
| Employees with ten (10) years of seniority         | 15 days |
| Employees with fifteen (15) years of seniority     | 16 days |
| Employees with twenty (20) years of seniority      | 20 days |
| Employees with twenty-five (25) years of seniority | 1 day*  |

\*For each additional year of service beyond 25 up to a maximum of 25 days.

At the end of each anniversary, employees who are eligible to earn vacation leave may carry over earned but unused vacation leave. Not more than ten (10) days per year may be carried over, with a maximum accumulation of thirty (30) days. Employees with an accumulated balance as of July 1, 2018, greater than thirty (30) days will be allowed to maintain their balance but no additional days will be accumulated until such balance falls below thirty (30) days. No employee shall be compensated for unused vacation leave, except as set forth in paragraph two below.

Upon separation of employment, the classified employee has the right to be paid, at the current rate of pay, for all accrued but unused vacation leave, earned during the last three years of employment prior to separation. In the case of an employee's death, such accrued and unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order or to his/her estate.

Employees will be allowed to take vacation at any time that they request while school is in session, but no more than two (2) employees at a time will be able to be off at the same time, these employees cannot be from the same building; however, exceptions may be made at the discretion of the Superintendent. This rule is not in effect during the summer, spring break, or Christmas break. If three (3) employees ask for the same days off, the employee asking first will be given the day off. Requests can be submitted up to six months in advance of dates. Vacations cannot be taken the week before school is in session.

Employee request for vacation must be submitted to the immediate supervisor at least three (3) days in advance. Exceptions may be granted by the Superintendent.

Employees shall accrue vacation days on a monthly basis beginning with the first date of employment. Accrued vacation time shall not apply to time worked as a substitute.

**ARTICLE 26**  
**WORKERS' COMPENSATION**

- A. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation.
- C. At the time of filing a claim with Workers' Compensation, the employee has the following options:
  - 1. Elect to use accumulated leaves of absence first and to go under Workers' Compensation when other paid leaves of absence are expired.
  - 2. Elect to use the wage package provided by the Workers' Compensation laws. If this option is chosen, and with a signed agreement between the employee and the Board of Education authorizing the Industrial Commission of Ohio to mail compensation warrants in care of the Board of Education, and agreeing to endorse said warrants to the Board of Education, the Board of Education will pay 100% of the normal base wage of the employee. Appropriate deductions will be made from the employee's accumulated leaves of absence to cover the difference between the Workers' Compensation warrants and the employee's normal base wage. These deductions will continue until the employee's accumulated leaves of absence are used up.