

NEGOTIATED AGREEMENT

between

HILLSBORO CITY SCHOOL DISTRICT

BOARD OF EDUCATION

and

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL #038

July 1, 2025 through June 30, 2028



## **ARTICLE 1 – RECOGNITION**

The Hillsboro City School District Board of Education ("Board") recognizes the Ohio Association of Public-School Employees and its Local #038 ("OAPSE") as the sole and exclusive representative for the purposes of collective bargaining of the bargaining unit herein described as:

**1.01 Included in the bargaining unit** are all non-teaching, support employees employed by the Board in the following classifications or positions: Transportation - Bus Drivers; Paraprofessionals (Aides), Head Custodians, Custodians, Head Cooks, Cooks, Head Bus Mechanic, Bus Mechanics, and Secretaries.

**1.02 Excluded from the bargaining unit** are all other employees employed by the Board including licensed/certificated employees, management employees, supervisors, directors, maintenance personnel, Central Office clerical employees, Superintendent's secretary, Treasurer's office employees, District Level Secretary, and confidential employees as defined by the Chapter 4117 of the Ohio Revised Code and seasonal, temporary, substitute, and casual employees of the Board.

## **ARTICLE 2 -- NEGOTIATIONS PROCEDURE**

### **2.01 Procedure**

Either OAPSE or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party no sooner than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of the current agreement. Within fifteen (15) working days of the transmittal of said notice, the parties shall schedule their first negotiation session. The first negotiating session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary.

### **2.02 Good Faith Exchange of Facts and Views**

- A. Process: Both parties shall bargain in good faith and in confidentiality. Facts, opinions, proposals, and counter-proposals may be exchanged freely between the parties in an effort to reach understanding and agreement. The teams will be cloaked with the authority to bargain and reach a tentative agreement.
- B. Initial Exchange: Each party shall present the other party with its initial proposals for consideration. All such proposals shall be fully written and in language suitable for inclusion in a final written Agreement. Topical listings of proposed items will be ignored for the purposes of negotiations. Once each party has presented its proposals, no new proposals or issues may be presented unless mutually agreed upon.

### **2.03 Scope of Bargaining**

Negotiable matters shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, unless otherwise restricted by law.

**2.04 Negotiating Teams**

Each Negotiating Team shall be limited to not more than five (5) members. Neither party shall have control over the selection of the other party's team members. Each Team shall designate one (1) Chief Spokesperson who shall be responsible for initialing all Tentative Agreements. Both parties shall limit themselves to no more than two (2) non-participating observers at each negotiation session.

**2.05 Caucus**

Upon request of either party, the negotiation session shall be recessed to permit the requesting team time in which to caucus privately. The caucus time limit shall be thirty (30) minutes unless mutually agreed to extend.

**2.06 Agreement**

When a complete final agreement is reached through negotiations, it shall be reduced to writing and submitted for ratification by the OAPSE bargaining unit in accordance with its governing bylaws and constitution. Upon ratification, the OAPSE Local President shall notify the Superintendent in writing who shall then submit the ratified agreement to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed on behalf of both parties.

**2.07 Dispute Settlement Procedure**

- A. Mediation: If, after sixty (60) calendar days since the Notice to Negotiate was sent, an agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Services (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.
- a. **If the parties mutually agree to retain a paid third-party mediator or dispute resolution service, the costs and fees associated with such services shall be equally shared between the Union and the Employer. The selection of the third-party neutral shall be by mutual agreement of the Union and the Employer. No third-party mediator shall be engaged without the expressed written consent of both parties.**
- B. Mutually Agreement Dispute Resolution Procedure: This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C.4117.14.
- C. Mediation Period: The mediation period shall be thirty (30) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond thirty (30) days by mutual agreement of the parties.
- D. Right to Strike: At any time after the initial thirty (30) calendar days set forth in paragraph C above, and after the contract has expired and no agreement has been reached, the employees in the bargaining unit represented by the OAPSE shall have the right to strike provided that the OAPSE has given a ten (10) day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by O.R.C. 4117.14.
- E. No Work Stoppages: OAPSE agrees that during the term of this Agreement, neither it nor its officers, agents, representatives, or members will authorize or engage in any work stoppage, strike, or other concerted refusal to perform contractual duties.

### ARTICLE 3 - GRIEVANCE PROCEDURE

#### **3.01 General Provisions**

- A. Grievance shall be defined as an alleged violation, misrepresentation, or misapplication of the negotiated agreement.
- B. Time limits in days under each level shall be counted as calendar days. The number of days indicated at each level shall be considered as maximum unless mutually agreed upon.
- C. Failure by the grievant to file or appeal a grievance within the time limits contained in this Agreement shall result in the grievance being waived.
- D. Failure by the Administration to follow the timelines shall result in the grievance being moved to the next step.
- E. At all steps of the Grievance procedure, the Grievant has the right to OAPSE representation. Said right to OAPSE representation shall not impede or delay the grievance process. OAPSE reserves the right to be present at Step II and beyond, to either represent or observe.

#### **3.02 Procedures**

- A. **Step I - Informal:** A grievance must be reported orally within twenty (20) days after the occurrence giving rise to the dispute to the employee's immediate supervisor. The date of the informal report shall be noted by the grievant and the immediate supervisor. If in the opinion of both parties, the grievance does not exist, no further action is necessary.
- B. **Step II - Immediate Supervisor:** If a grievance is not settled at the Informal Step I, the grievant shall reduce the grievance to writing. The written grievance shall state the date on which the grievance was informally presented to the immediate supervisor and must be presented to the Immediate Supervisor within ten (10) days of the meeting that occurred in Informal Step I. The immediate supervisor shall reply in writing within ten (10) days after receipt of the written grievance. All official replies and any appeals should be attached to the original grievance.
- C. **Step III - Superintendent:** If a grievance is not settled at the Immediate Supervisor Step II, the grievant shall appeal in writing to the Superintendent. Such an appeal must be submitted within ten (10) days after receiving the Immediate Supervisor Step II reply. Upon receipt of the grievance appeal, the Superintendent shall hold a conference with the grievant and an OAPSE representative, within ten (10) days after receipt of the written grievance. The Superintendent shall render a decision within ten (10) days of the date of the Superintendent's conference.
- D. **Step IV - Mediation:** If a grievance is not settled at the Superintendent's Step III, the grievant may, in writing, request that the matter be submitted to grievance mediation with the Federal Mediation and Conciliation Service (FMCS) **if available, or mediation service available through the State Employee Relations Board (SERB) or any comparable state or federal agency.** This request shall be made within ten (10) days

from the receipt of the decision rendered at the Superintendent's Step III. The parties agree to participate in the mediation of all the issues outlined in the grievance at the first meeting date available to the mediator, but no later than thirty (30) days after the filing of the request for mediation. If the mediation process is not successful and the employee remains aggrieved, the grievance may proceed with Advisory Arbitration.

- If the parties mutually agree to retain a paid third-party mediator or dispute resolution service, the costs and fees associated with such services shall be equally shared between the Union and the Employer. The selection of the third-party neutral shall be by mutual agreement of the Union and the Employer. No third-party mediator shall be engaged without the expressed written consent of both parties.
- E. **Step V - Advisory Arbitration:** If the grievance is not resolved at the Mediation Step IV, OAPSE and the grievant may, within fifteen (15) days of the last mediation session, request in writing that the grievance be submitted to advisory arbitration.
- F. **Scheduling:** A grievant and/or Local OAPSE Representative shall not lose any compensation for his/her participation in a grievance, mediation, or advisory arbitration hearing being held during working hours that was scheduled with the administration.
- G. **Arbitrator Selection:** No later than thirty (30) days after a notice to arbitrate is given, representatives of the Board and the Union shall confer to mutually agree upon an arbitrator. If unable to agree within thirty (30) working days after the notice to arbitrate is given, the parties shall promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of eleven (11) arbitrators who shall be located in Ohio, and shall select an Arbitrator accordance with FMCS rules.
- H. **Cost of Arbitration:** The fees and expenses of the arbitrator will be split 50%/50% by the parties. All other expenses shall be borne by the party incurring them. If the decision does not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitration.
- I. **Arbitrator's Recommendation:** The arbitrator shall hold the necessary hearings promptly and issue his/her recommendation in writing within thirty (30) days from the date the record is closed, if possible.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. Additionally, the arbitrator shall not make a recommendation that is contrary to law. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her recommendation.

- J. **Alternative Court Action:** OAPSE shall have the right to file a lawsuit rather than filing for advisory arbitration on any dispute concerning an alleged violation of a provision of the Agreement. The Board will not oppose the filing of a lawsuit if OAPSE files a lawsuit as a contract remedy. The filing of a lawsuit concerning a violation of a provision of the contract shall waive the right of the grievant and/or OAPSE to file for advisory arbitration.
- K. **Grievance Records:** No records, documents, or communications concerning a grievance will be placed in a bargaining unit member's personnel file. The processing of a grievance through arbitration by a grievant shall not constitute a waiver of the grievant's right to file an action in a court of competent jurisdiction.
- L. **Adjustment of Grievances:** Nothing contained herein will be construed as limiting the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the administration and have the complaint adjusted. The Union President will be advised of the adjustment.

#### **ARTICLE 4 -- MANAGEMENT RIGHTS**

OAPSE recognizes that, except as otherwise limited in this Agreement, the Board has a sole and exclusive right to manage its operation and facilities and to direct the workforce. The right to manage includes, but is not limited to, the authority of the Board, at its sole and exclusive discretion and judgment, to:

- A. Determine matters of inherent managerial policy which govern: the function and programs of the school district; standards of service; its overall budget; utilization of technology; and its organizational structure.
- B. Direct, supervise, evaluate, and/or hire employees.
- C. Maintain and improve the efficiency and effectiveness of its governmental operations.
- D. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, discharge for just cause, probationary period dismissal, layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the workforce.
- G. Determine the overall mission of the school District as a unit of government.
- H. To effectively manage the workforce.
- I. Take action to carry out the mission of the school district as a governing unit.

**ARTICLE 5 - PROBATIONARY PERIOD****5.01 Probationary Period**

- A. The probationary period for all new employees shall be **six (6) months** from his/her first day on the job. During this initial probationary period, the employee shall be evaluated **at least once by the immediate supervisor**.
- B. The probationary period for all employees who have completed their initial probationary period and who are transferred/promoted to a different job classification/position shall be ninety (90) workdays from his/her day on the job in such new classification/position. During this probationary period, the employee shall be evaluated at least once by the Administration.
- C. If the service of a new employee is unsatisfactory, he/she may be reduced or removed from service with the Board at any time during the initial probationary period and this reduction or removal shall not be subject to the grievance procedure. If the service of any employee serving a ninety (90) day probationary period is unsatisfactory, he/she may be returned by the Superintendent to his/her previous assignment at any time during this probationary period and this action shall not be subject to the grievance procedure. If an employee serving a ninety (90) day probationary period desires to return to his/her previous assignment, he/she may ask the Superintendent for a return to his/her previous assignment or an open and/or newly created position within their previous classification at any time during this probationary period. The return is subject to the approval of the Superintendent and this action shall not be subject to the grievance procedure.
- D. After completion of the probationary period, employees may be disciplined, suspended, or have the employment contract terminated only for good and just cause.
- E. This section replaces any applicable provisions of the Ohio Revised Code that address probationary period or suspension/termination of employment matters, specifically ORC 124.27, 124.34, and 3319.081.

**ARTICLE 6 - UNION RIGHTS****6.01 Use of Buildings/Facilities:**

With the approval of the Superintendent, OAPSE Local 038, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings at times when a custodian is normally on duty and not previously in use by another group. Any request for use of special meeting facilities may invoke a reasonable charge for special custodial services if the Superintendent or designee determines such is necessary.

**6.02 Bulletin Boards and Other Communications:**

The Union shall have the right to use District Mail Services, mailboxes, copiers (with advance notice and the understanding that curricular use takes priority), and a designated bulletin board in each building for the purpose of appropriate notices, communications, and matters of Union concern. The Board may assess charges for copies at the applicable rate. The bulletin board location shall require the prior approval of the building administrator. Any materials that do not involve Union matters shall be removed after notice is given to the local president.

**6.03 Board Agenda/ Minutes:**

The President of OAPSE Local 038 shall be provided with one (1) copy of all the Board meeting agendas, approved Board minutes, and when requested, approved financial reports, upon their completion.

**6.04 Labor Management Committee:**

The parties shall form a Labor Management Committee ("LMC") from each party. Each party shall select its representatives. The Committee shall meet at the request of either party, with additional meetings scheduled if necessary. The meetings shall be held at the Administrative Offices.

The LMC is not intended to serve as a substitute for negotiations and any issue that involves wages, hours, or other terms or conditions of employment or the modification of the terms of this Agreement shall be referred to the negotiating teams at the time of negotiations.

**6.05 New Hires:**

All new hires shall receive a copy of the Collective Bargaining Agreement via the website and an information sheet on OAPSE during their initial orientation.

- The information sheet shall be prepared by OAPSE in consultation with the Superintendent. The information sheet shall advise the employee of how a copy of the Collective Bargaining Agreement can be obtained and the contact information for any questions regarding OAPSE.
- **Upon request the union will be provided with the name, address and telephone of all new OAPSE hires.**
- **Additionally the union shall be provided with at least 20 minutes to meet with the new OAPSE hires during the initial orientation meeting with administration.**

**6.06 Membership Recruitment**

Any membership recruitment by OAPSE will be done during the annual in-service meeting held each August prior to the new school year beginning or once the Supervisors of both the rep and employee are notified, the local union representatives shall be permitted to speak with new employees for a period of ten (10) minutes to discuss union membership and benefits. This meeting can take place on paid time and in private.

**ARTICLE 7 – PAID LEAVES****7.01 Sick Leave**

- A. Accumulation: Employees shall be granted fifteen (15) days of sick leave per year, cumulative at the rate of one and one-quarter (1.25) days per month. Unused sick leave shall be accumulated up to a maximum of 260 days.
- B. Adjustment: A day of sick leave is calculated based upon the number of hours per day the employee is regularly scheduled to work. If an employee transfers to a new position with a different number of hours worked, the number of sick days will be adjusted accordingly.

Examples: A person is working a 3-hour position and becomes a 6-hour per day employee - 20 - 3-hour sick days become 10- 6-hour sick days. Conversely, a 6-hour per day employee begins to work 3 hours per day - 35- 6-hour sick days become 70 - 3-hour sick days.

- C. Use of Sick Leave: Use of sick leave shall be for the following reasons: for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and illness, injury, or death in the employee's immediate family member. Sick leave used for the death of an immediate family member could be up to five (5) days unless more time is approved by the Superintendent.

For childbirth, the following shall apply:

1. After the birth of a child, the mother's recuperation will generally require eight (8) weeks; more time may be necessary due to the specific circumstances. The employee will provide the Board with a physician's statement indicating when the employee is medically released to return to work; if that return is more than eight (8) weeks after the birth, a brief explanation by the physician will be necessary. This information shall remain confidential and not be released as a public record.
  2. In the case of a member of the bargaining unit who is the father or grandparents of a newborn, he/she may utilize up to ten (10) days of available sick leave for the day(s) involved in the delivery of the child and the day of the child's discharge from the hospital.
  3. A doctor's note will be required after five (5) consecutive missed workdays or if a pattern of absence occurs.
  4. Non-work-related injuries must have a doctor's note stating the employee may return to work without limitations or restrictions.
- D. Immediate Family: For the purpose of sick leave, the immediate family shall include: current spouse (legal marriage in Ohio per O.R.C.), children, parents, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, any other close relative, or foster child(ren) residing in the employee's residence.

- E. Advancement of Sick Leave: Upon initial employment, each employee shall be advanced five (5) days of sick leave to his/her credit.

If sick leave is needed, a new employee shall not accumulate sick leave until such time as the sick leave he/she would have accumulated equals the amount of sick leave he/she was advanced.

Employees who have been employed in the District for a period of one (1) year and who have consumed all previously accumulated sick leave may be granted an advancement of five (5) days of sick leave on their sick leave to be earned thereafter for the second year of employment. Any such employee who thus receives an advancement of sick leave shall make written application on a form provided by the Treasurer on which he/she shall also verify the intention to return to the employ of the District upon recovery or to pay the value of such sick days advanced should he/she not return, such payment to be either by payroll deduction from money due him/her from the District or by direct payment. Such application shall be accompanied by the Statement of a physician that the employee will be physically able to return to his/her assignment upon recovery and shall also give the anticipated date of return. The sick leave advancement shall not be available after the second year of employment with the Board unless approved by the Superintendent in advance.

- F. Sick Leave Conversion: Any bargaining unit member may convert his/her accumulated, unused sick leave under the following conditions:
1. The bargaining unit member may convert ten (10) accumulated, unused sick leave days for one additional personal leave day per school year beyond the accumulation allowed under Section 7.03;
  2. The bargaining unit member must notify the Treasurer during one of the available window periods described in this section of his/her exercise of this conversion option. The window periods are either between August 15 through September 30 or between January 15 through February 15;
  3. Once the conversion has been processed, the bargaining unit members accumulated, unused sick leave days will be reduced by ten (10) days;
  4. Bargaining unit members will not be able to exercise this conversion option if the conversion will result in his/her accumulated, unused sick leave days falling below 150 days;
  5. The additional personal leave day that is acquired as the result of this conversion shall be subject to the provisions of Section 7.03.

**7.02 Sick Leave Pool (S.L.P.) (changed from SLB this contract):****A. Purpose:**

To donate additional days of sick leave to employees who have used up all personal, sick and vacation leave.

**B. Provisions of eligibility:**

1. All members of the bargaining unit represented by OAPSE shall be eligible to be members of the sick leave pool.
2. At the start of each school year, all eligible employees may enroll in the S.L.P. before October 1. Initial membership will consist of the deposit of two (2) non-refundable days of sick leave, to be deducted from the employee's sick leave accumulation and transferred to the S.L.P. prior to October 1. Members of th S.L.P during the previous year will not be required to give the two (2) days. This 2-day membership requirement is a one-time, new membership requirement.
3. Employees must join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the treasurer's office. Any break in membership will constitute a new membership and any future applications to the program. New employees hired after the start of the school year may enroll within one month of employment.
4. If fifteen (15) participants are not enrolled by the initial enrollment deadline of October 1, the pool will not be established for that school year.
5. Any participants may contribute up to three (3) additional sick days to the pool at the open enrollment period by emailing or in writing to the treasurer. The employee must have over fifty (50) sick days accumulated to contribute three (3) days to the S.L.P.

**C. Operational procedures:**

1. Withdrawals will be limited to participating employees for use only in cases of the employee's own, or a member of the employee's immediate family, catastrophic personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the S.L.P. committee.
2. Applications for withdrawals from the sick leave pool must be made on the sick leave pool form. A physician's statement is required with each application in order for it to be considered.
3. A withdrawal will be considered only after the employee has used all of his/her accumulated sick leave, personal leave, and all possible advances of sick leave days and they are not eligible for disability leave under any Ohio retirement system. During this time of S.L.P usage, sick leave, personal leave and (if applicable) accumulation will be used prior to a withdrawal day being used.
4. Under this procedure, a day donated is equivalent to a day used and S.L.P. Accounting will be based on the concept of days donated and days withdrawn.

D. Sick Leave Pool Committee:

1. The sick leave pool is to be regulated by a committee consisting of **three (3)** members of the OAPSE bargaining unit to be selected by the president of OAPSE, one of whom shall be co-chairman, and two (2) administrators to be selected by the superintendent, one of whom shall be co-chairman. Any action or decision of the committee will require a Majority vote by the entire committee.
2. The sick leave pool committee shall develop its operations rules/guidelines that shall be shared with the president of OAPSE and Superintendent. The sick leave pool committee shall from time to time revise its operational rules/guidelines when necessary. Any operational rule/guideline or revision shall be consistent with the provision of this negotiated provision and shall not conflict with, modify, or otherwise alter the terms of the negotiated agreement.

E. Withdrawal Procedures: :

1. The maximum number of times a person may withdraw from the pool is two (2) times per incident, with thirty (30) days the maximum per request. Sixty (60) days maximum per incident.
2. Withdrawals of sick leave from the S.L.P shall not require any pay back by the acquiring member.

F. Policy Procedures:

In consideration of the benefits of participating in the S.L.P., each applicant for membership in the pool and for benefits from the pool shall, as a condition to such application, agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.P. shall be at the sole discretion of the s.l.p. committee, all decisions of the S.L.P. committee will be final and binding but not subject to grievance, i further agree to abide by such a decision and to indemnify and hold harmless Hillsboro City Schools, the S.L.P. committee, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

1. Application for the S.L.P. days must be made in writing to the treasurer on a form developed by the S.L.P. committee.
2. The S.L.P. committee shall meet and render a decision within ten (10) days of receipt of request.
3. Unused approved days shall be returned to the S.L.P. at the end of the school year. members may re-request days if the maximum number of days was not used in the prior school year. In such cases, the request will not be considered a new incident.

4. When the S.L.P. falls below fifty (50) days the S.L.P. committee will require:
  - a. each participant who belonged to the S.L.P. to be assessed one (1) additional day.
  - b. Each new contributing employee will be assessed two (2) days.
  - c. The S.L.P. committee shall be responsible for notifying employees, in writing/email, anytime an additional day is assessed.
5. Extension of additional days (31 to 60 days) may be applied for in the same manner as the original application, with a maximum of 60 days per Incident.
6. When an employee donates days to the pool, he/she agrees to the above-stated rules for the administration of the pool and agrees to abide by the stated rules.
7. All decisions of the s.l.p. committee shall be final and binding, and not subject to grievance/arbitration/etc.
8. Guidelines will be reviewed annually by the sick leave pool committee.
9. The board treasurer will provide a report, upon request, of all sick leave pool activity including days requested, approved, taken, and returned.

### 7.03 Personal Leave

#### Personal Leave Accumulation

Employees shall be granted up to three (3) days of personal leave per year, per employee, non-accumulative. These days will be unrestricted.

#### A. Use of Personal Leave

These days shall be unrestricted but shall not be used for extending holidays, vacations or on professional days unless specifically permitted by the Superintendent in advance and are subject to 7.03(E). Personal leave shall be used in increments of half (1/2) days or whole days.

#### B. Applications

Application for personal leave should be made as far in advance as possible, but a minimum of three (3) workdays. **Notices of less than three (3) workdays or emergency personal leave shall require a reason for the request, and the leave is subject to the approval of the Superintendent.** All requests will be approved or disapproved by the Superintendent/Designee. The employee shall notify their immediate supervisor if using an emergency personal leave day. The request will be shared in advance with the immediate Supervisor, Principals, and Superintendent.

C. Use of Personal Days

Employees do not need to give reason(s) for the use of personal day(s). The employee needs to complete the online attendance system (ie.. AESOP) to receive the day(s) off **unless the application is submitted less than three (3) workdays before the leave.**

D. Personal day use Limitations

Except under unusual circumstances, as approved by the Superintendent, personal leave as defined in this section shall not be taken during the first two (2) weeks and the last two (2) weeks of the student school year calendar. However, the Superintendent shall have the right to grant such requests, provided there is sufficient coverage, and the absences will not unduly interrupt the operation of the classification.

E. Non-use Incentive

If an employee does not use his/her personal leave days during the school year, then the unused day(s) will be rolled over to the employee's accumulated Sick Leave each July. If the employee has reached or will reach the maximum accumulation of sick leave days, then he/she shall receive payment equal to the unused personal leave days not transferred to his/her sick leave accumulation at their **daily per diem rate in which the day(s) was accumulated.**

F. Unused Personal leave

If an employee has an unused personal leave day it will automatically roll over to the following year, each July 1. Any remaining unused personal leave days, will be subject to the above *Non-use Incentive* found in this section.

#### 7.04 Jury/Witness Leave

A. Jury Duty

Employees will be granted jury duty leave in accordance with Ohio law and suffer no loss of pay, and shall be permitted to keep the jury duty stipend.

B. Court Leave

In cases where an employee is subpoenaed or summoned to appear in any court case which is related to the performance of his/her employment duties, he/she shall be paid his/her regular hourly rate of pay. The employee shall deliver over to the Treasurer and endorse his/her witness fee check from the Clerk of Courts if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, the employee shall deliver over to the Treasurer the amount equal to his/her daily pay.

In cases where an employee is subpoenaed or summoned to appear in any court cases which are not work-related, he/she shall be granted time off from work without pay unless the time off is chargeable to Personal Leave under this Agreement.

**7.05 Assault leave**

- A. Right to Leave: The Board shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment and the employee did not provoke the incident that resulted in the physical injury. The employee will be granted up to twenty (20) working days of assault leave. Thereafter, absence will be deducted from the employee's sick leave. During such leave, the employee will be maintained on a full pay basis regardless of other compensation.
- B. Requirements: Assault leave may not be granted under this policy unless the employee in question:
1. Has a signed, written statement, on forms, provided by the Board, justifying the granting and use of assault leave.
  2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
  3. Agrees to file criminal prosecution against the person or persons involved.
- C. Falsification: Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.
- D. Reinstatement Rights: An employee returning to duty following assault leave shall be returned to the same position as was held at the time of the incident.

**ARTICLE 8 -- UNPAID LEAVES OF ABSENCE****8.01 Requests for Leave of Absence Without Pay:**

Requests for leaves of absence without pay shall be submitted, in writing, on forms which shall be supplied by the Board. An unpaid leave of absence requires the approval of the Superintendent. Failure to complete the terms for which a leave is requested or failure to obtain the Superintendent's approval will be grounds for termination of the leave and may result in disciplinary action, including but not limited to termination of employment.

**8.02 Employee's Illness or Injury**

- A. Employee's Illness or Injury If an employee has exhausted all of his/her accumulated sick leave, a written application for an unpaid leave of absence for the employee's personal illness or injury must be accompanied by a statement from the attending physician stating the nature of the illness/injury and clearly recommending that a leave of absence be granted.
- B. Such a request for an unpaid leave of absence will be granted for up to one (1) year. The leave may be renewed, but in no event will a leave extend for more than two (2) years. The request for an extension of leave for personal illness/injury will be accompanied by a doctor's statement recommending such an extension.

**8.03 Release From Duty - EMT**

In accordance with ORC 4113.41, employees who serve as a volunteer firefighter or EMT for any Village, Township or County will be excused from work, without pay, to make emergency calls; provided, however, no such employee may leave work at a time when doing so will place any child(ren) in an unsupervised or unattended situation. All other absences required by civic responsibilities require the use of personal leave or vacation.

**8.04 Child Care Leave**

- A. The Board will grant a leave of absence, without pay, for the purpose of caring for a newly-born child or a newly-adopted child.
- B. An employee who wishes to take childcare leave shall make an application, in writing, to the Board at least forty-five (45) calendar days prior to the commencement of said leave unless extenuating circumstances prevent such advance notice, in which event, the application must be filed as soon as possible.
- C. Leave under this section will be granted for a period of up to one (1) year.
- D. Leave under this section shall expire on the last day of the school term unless the Superintendent permits otherwise.

**8.05 Military Leave**

- A. In accordance with ORC 3319.085, a military leave of absence shall be granted to any employee who is drafted or recalled to active duty with any branch of the armed services of the United States.
- B. An employee returning from military service shall be accorded with all rights provided by ORC 3319.085.

**8.06 Family and Medical Leave Act of 1993**

The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993.

**ARTICLE 9 -- RETURN FROM LEAVE IN EXCESS OF FIVE (5) WORKDAYS****9.01 Physician's Certification:**

An employee returning to work following an absence from work of five (5) or more consecutive workdays due in whole or in part to personal illness/injury, paid or unpaid, must furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status.

- If the employee's physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such.
- In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may or may not return to active working status.
- If as a result of this meeting, the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then establish the reasonable accommodations necessary, if possible, to enable the employee to do so.

**9.02 Additional Medical Examination**

The Superintendent may, the exercise of his sole in discretion, require any employee desiring to return to active working status following such absence to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/limitations and if the employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so. In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the report of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

- The employee is responsible for all expenses incurred by his/her physician.
- The Board is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

**9.03 Sanctions:**

Failure on the part of the employee to provide a statement from his/her attending physician certifying the employee's ability to return to active working status as required in 9.01 above shall result in disciplinary action, which could include termination of employment.

**ARTICLE 10 -- CALAMITY DAYS****10.01 Paid Calamity Days:**

- A. All employees shall be paid for the first three (3) days of scheduled time lost when the schools in which they are employed are closed by the Superintendent due to an epidemic or other public calamity. Twelve (12) month employees will report to work on calamity days and will be "comped" up to three (3) days, the last 3 days of June. All twelve-month employees will be required to report to work or take a vacation day, a personal leave day, or, in the case of illness, a sick leave day if they do not report to work.
- B. Paid Calamity Days: As set forth in Section (3319.081 G ORC), members of the bargaining unit shall be paid for days when schools are closed due to epidemic or other public calamity. All non-teaching employees employed pursuant to this section and Chapter 124 of the Revised Code shall be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity. Nothing in this division shall be construed as requiring payment in excess of an employee's regular wage rate or salary for any time worked while the school in which the employee is employed is officially closed for the reasons set forth in this division.

**10.02 Leave on Calamity Day:**

An employee, other than twelve (12) month employees, who has been granted sick leave, personal leave, or vacation on a day which is declared a calamity day shall not be charged with such leave on such calamity day unless employees in the job classification of the employee on such leave are required to work on such calamity day.

**10.03 Nine (9) and Ten (10) month employees**

If the day closed is rescheduled and made up, nine (9) and ten (10) month employees will not receive additional compensation.

**ARTICLE 11 – VACATION****11.01 Vacation days**

**Eleven (11) and twelve (12) month employees\* will receive paid vacation based on the following schedule:**

- After one (1) school year of Hillsboro service - 10 days
- After ten (10) school years of Hillsboro service - 15 days
- After fifteen (15) school years of Hillsboro service - 17 days
- After twenty (20) years of Hillsboro service - 20 days
- After twenty-five (25) years of Hillsboro service - 25 days

Employees may use their accrued vacation days as they earn them as long as they apply for vacation per the guidelines in this article. Employees eligible for vacation (eleven (11) or twelve (12) month employees) who have not been under contract for a full school year shall have their vacation for such partial year computed based on the number of workdays such employee has actually worked as against the number of work days in the full school year an employee in the same position would work.

In the event a nine (9) or ten (10) month employee becomes an eleven (11) or twelve (12) month employee, such employee will not receive credit for employment with the Board of less than eleven (11) months per year for vacation eligibility purposes or the amount of vacation to which the employee may be entitled.

- Eleven (11) month employees work 231-249 days
- Twelve (12) month employees work 250+ days

**11.02 Vacation Calculation**

For the purposes of calculating vacation, a day shall be limited to the number of daily hours the employee is under contract and scheduled to work during the year (July 1-June 30).

**11.03 Vacation Request**

All vacation days are to be scheduled through the Immediate Supervisor and the Superintendent. Vacation requests may be submitted at any time. An employee's request for specific time off for vacation will be granted, provided sufficient staff (including substitutes) are available to do the necessary work.

**11.04 Vacation Carryover**

Vacation days may be carried over to a maximum of forty-five (45) days.

**11.05 Separation of Employment**

Upon separation from employment due to resignation, death, or retirement, the employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to the employee's credit at the time of separation.

**11.06 Death benefit**

In the event of death, the accrued and unused vacation leave shall be paid to the employee's estate in accordance with ORC 2113.04.

**11.07 Holidays**

Holidays shall not be charged against vacation leave.

**ARTICLE 12 – HOLIDAYS**

**Holidays granted by the Board will be in accordance with the following:**

**12.01 Eleven (11) and twelve (12) month employees**

All eleven (11) and twelve (12) month employees will receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Thanksgiving Day
8. Christmas Day
9. Juneteenth Holiday (June 19)

**12.02 Nine (9) and Ten (10) month employees**

All nine (9) and ten (10) month employees will receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

Nine (9) month employees work up to 210 days.

Ten (10) month employees work 211-230 days.

Eleven (11) month employees work 231-249 days,

Twelve (12) month employees work 250+ days.

**12.03 Holiday pay calculation:**

- A. A day of holiday pay shall be calculated based on the number of daily hours the employee is normally scheduled to work.
- B. Holidays falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday.
- C. When a regular full-time and regular part-time employee is required to work on the day the holiday is celebrated, those employees will receive one and one-half (1½) times his/her regular hourly rate of pay for the actual hours worked in addition to his/her holiday pay.

**ARTICLE 13 -- EMPLOYMENT, ASSIGNMENT, REDUCTION IN FORCE, AND TRANSFERS****13.01 Seniority****A. District Seniority**

District Seniority shall be defined as the uninterrupted length of continuous service with the Board in a job classification in the bargaining unit. An individual shall have no seniority during his/her probationary period. However, upon completion of this probationary period, seniority shall date back to the last date of hire by the Board.

**B. Classification Seniority**

1. Classification seniority shall be defined as the uninterrupted length of continuous service with the Board in a specific job classification computed from the last date of hire or appointment to such classification. An individual shall have no classification seniority during his/her probationary period. However, upon completion of this probationary period, Classification Seniority shall date back to the last date of hire by the Board to such job classification.
2. The following job classification and positions within such job classification shall be used for the purpose of defining classification seniority:

Job Classification	Position Within Classification
Secretary	<b>Building Secretary</b>
Bus Driver	Bus Driver
Paraprofessional (Aide)	All Paraprofessionals (Aides)
Custodian	Head Custodian, Ast. Head Custodian, Custodian
Food Service	Head Cook, Cook
Mechanics	<b>Head Mechanic, Mechanic</b>

3. The accrual of seniority (Classification or District) shall continue for all the time the employee is under contract receiving regular paychecks, is receiving Workers' Compensation benefits for an injury received in the course of employment with and arising out of employment with the Board, is on paid sick leave or paid vacation time off, is on Family and Medical Leave or is on leave of absence due to a required military service commitment.
4. Time spent on approved leave, but inactive pay status of one or more years (unpaid leave or the initial five years of disability retirement) shall not constitute a break in classification or District seniority. Said employees will be given an adjusted seniority date to reflect the time off work on such unpaid leave or disability retirement.
5. Seniority (classification or District) shall be terminated when an employee resigns, retires, or his/her contract with the Board is terminated.
6. If two or more employees have the same District or classification seniority date, such seniority will be determined by one of the following methods:
  - a. By the date of the Board meeting at which the Board authorized employment;

- b. If, after computing the above method, the dates are the same, seniority will be determined by the flip of a coin, in the presence of the employees and the Local President.

### C. Seniority List

1. District Seniority

Every employee's name will appear in order of District Seniority. Said list shall be compiled by placing employees' names at the top of the list in descending order of the District Seniority as defined above.

2. Classification Seniority

Every employee's name will appear in order of seniority on a list according to classification. Said list shall be compiled by placing employees at the top of the list in descending order of classification seniority as defined above.

3. Posting of Seniority List

**An updated seniority list will be shared with the OAPSE President by October 1<sup>st</sup> of each school year. The updated list can be requested no more than two (2) additional times in any school year.** The seniority lists shall be reviewed by the OAPSE Local President and Superintendent. Employees who have any questions regarding the lists should address such questions with the OAPSE Local President. All disagreements about the accuracy of the lists shall be resolved. Issues which cannot be resolved may be made the subject of a grievance and processes as resolved may be made the subject of a grievance and processed as such. The seniority lists shall then be initiated by the OAPSE Local President and the Superintendent, with copies given to each no later than November 1 unless this time has been extended in writing. Once initiated, the seniority lists shall be considered final and serve as the basis from which future additions/deletions are made, as necessary. A copy of each list shall be provided to the OAPSE Local President upon request.

### **13.02 Reduction-In-Force**

- A. If it becomes necessary to reduce the number of employees in a position for any reason, the Board shall determine in which position(s) the layoff should occur and the number of employees to be laid off.
- B. In the event of a reduction or layoff, the number of people affected by reduction-in-force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.
- C. Whenever it becomes necessary to lay off employees in any position, affected employees shall be laid off according to their classification seniority, with probationary employees laid off first and with the least senior employee(s) to be laid off next, as noted on the classification seniority list.
- D. At least fourteen (14) calendar days prior to the effective date of any layoff, the Superintendent shall advise the affected employees and the OAPSE Local President of pending layoffs and work out all displacement issues. Thereafter, the Superintendent shall prepare and post for inspection the job classification seniority list, noting which employees are to be laid off and/or displaced.

E. This procedure supersedes the layoff procedures under civil service laws, rules, and regulations.

### 13.03 **Bumping Rights**

#### A. Within Job Classification

Employees who are laid off from a position shall have the right to exercise their job classification seniority to displace the least senior employee in the same job classification that has comparable (same) daily hours, provided the employee desiring to exercise such job classification seniority has:

1. more classification seniority than the employee in the job classification;
2. the present ability to perform the essential functions of the position without additional training or retraining; and
3. any certificates or licenses required to perform such work.

**No reassignments or transfers of any employee less senior than the displaced employee will occur prior to the displaced employee receiving his/her displacement rights to any open vacancy or bumping the least senior employee with comparable hours in his/her classification. This will be the choice of the displaced employee.**

#### B. Outside Classification

Employees who are laid off from their job classification shall have the right to exercise their District seniority to displace the least senior employee in any job classification which they previously held in the School District provided the employee desiring to exercise such District seniority has:

1. more District seniority than the employee in such other job classification;
2. the present ability to perform the essential functions of the classification without additional training or retraining; and
3. any certificates or licenses required to perform such work.

### 13.04 **Recall From Layoff**

A. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list. Employees shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list by the employees standing highest on the layoff list before any new employees are hired in that classification or any probationary employee who has been laid off is reinstated.

B. After the provisions of Article 13.05 are followed, vacancies which occur in the classification of the layoff shall be offered to employees on layoff on the reinstatement list in writing via certified U.S. mail to the employee's last known address before the vacancy is posted or otherwise filled by any person other than a substitute. Any employee who declines reinstatement during any period of layoff shall forfeit reinstatement rights.

Any employee who fails to respond to a certified letter offering reinstatement within ten (10) calendar days of receipt of such letter mailed to the last address of the employee on the records of the Board, or upon return of such letter, undelivered, by the United States Postal Service, shall forfeit reinstatement rights. The Local President shall receive a copy of all Recall letters sent to laid-off employees.

C. The employee's name shall remain on the reinstatement list for a period of twenty-four (24) months from the date of layoff (first work day after the last day worked). If reinstated from layoff during this period, such an employee shall retain all previous accumulated District and Classification seniority.

### **13.05 Vacancy Announcements**

- A. A vacancy shall be defined as a new position or a current position vacated by a transfer, retirement, death, resignation, or termination of an employee within the bargaining unit covered by this Agreement that the Administration determines to fill. When vacancies occur during a reduction in force, the Board will allow employees in the affected classification to apply for the vacancy before those employees who have recall rights and shall fill such vacancy in accordance with article 13.06.
- B. Before filling a vacant position in the bargaining unit with an individual not employed by the District, the Superintendent or designee will consider all eligible and qualified internal applicant employees for the vacancy. This will be done within thirty (30) calendar days of the posting of the vacancy.
- C. Vacancy announcements to employees and the Association shall be by posting "Notices of Vacancy", with a copy to the OAPSE Local President. "Notices of Vacancy" will include the general qualifications with job description, the building location, the number of hours, rate of pay, classification, and the internal application deadlines
- D. All "Notices of Vacancy" will be posted within (3) three workdays after the vacancy is determined to exist on all bulletin boards where notices to employees are customarily posted for a minimum of **four (4)** workdays.

### **13.06 Selection Criteria**

- A. When making employment decisions, the Superintendent or direct supervisor shall consider such factors as: job classification, seniority, skills, aptitude, education, experience in like positions, and physical fitness. If applicable, training, efficiency, performance, and attendance are additional relevant considerations. The filling of each position shall be governed by the principle of selecting the person best for the position, as determined by the Superintendent. If two or more applicants are determined to be equally qualified, the most senior qualified employee within the classification of the vacancy who bids on the position shall be awarded the position.
- B. When more than one employee applies for the same vacancy and each is equally qualified for the position, as determined by the Superintendent, classification seniority within the classification posted shall be the determining factor in filling this vacancy.

### **13.07 Involuntary Transfer**

- A. The bargaining unit member may be involuntarily transferred by the Superintendent to another route or position. The Superintendent shall provide written notice of the involuntary transfer no less than five (5) days prior to the involuntary transfer and shall provide the employee with the reasons for the involuntary transfer. The employee shall have the right to a conference with the Superintendent to discuss the reasons and to discuss alternatives to the involuntary transfer.
- B. No employee shall be placed on a lower step or base salary due to an involuntary transfer.

- C. Upon request, the Superintendent shall meet with the employee and Union Representative to discuss the reasons for the involuntary transfer.

### **13.08 Temporary Transfers**

- A. An employee may be temporarily transferred due to unusual circumstances, such as a position vacated by another employee and prior to its being filled. Said temporary transfer shall be in writing by the Superintendent or designee.
- B. The employee who has been temporarily assigned will not lose any salary should the position be at a lower rate of pay. If the position to which the employee has been transferred is regularly paid at a higher rate of pay, then the employee shall receive the higher rate of pay from the first day the employee reports for the new assignment as directed by the Superintendent or direct supervisor.

### **13.09 Wage Placement After Transfer**

In the event said employee is moving to a higher paying job classification, **(based upon the base hourly rate)** they shall be placed in the new position at **an hourly** rate closest to, but not less than, their current **hourly** rate. If an employee elects to move to a lower-paying classification, they shall do so with the knowledge that their **hourly rate** will be determined by their years of seniority, (total years of district employment), on the salary scale of the new position. If an employee elects to move within the same classification, they shall be placed on their current step.

### **13.10 Job Description**

It is the prerogative of the Superintendent and the Board to develop new job descriptions for bargaining unit positions. As part of the process of developing new job descriptions, the Superintendent shall secure input from employees in the job classification. Copies of job descriptions shall be provided to the OAPSE Local President and to the affected employees. Any changes in job descriptions shall be distributed to the OAPSE Local President and affected employees at least one (1) time prior to Board approval and implementation for input.

### ARTICLE 14– DISCIPLINE AND TERMINATION

This procedure shall apply to discipline, suspensions, or termination of members of the bargaining unit. members of the bargaining unit.

A. Steps of discipline:

1. First Offense: Generally, an employee shall receive a verbal warning;
  2. Second Offense: A written reprimand;
  3. Third Offense: May be suspended for up to four (4) days, without pay,
  4. Fourth Offense: May be suspended for up to ten (10) days, without pay;
  5. Fifth Offense: May be terminated on the fifth offense.
- **The supervisor shall provide a written summary of the employee’s reprimand to the employee. The reprimand summary shall be placed in the employee's personnel file.**
  - The Superintendent may accelerate disciplinary measures to any step if the gravity of the offense warrants such action.

B. Prior to issuance of any discipline:

Prior to issuance of any discipline suspension, or termination, the employee shall be informed, in writing, of the reason the discipline is under consideration, shall be given an opportunity to respond and shall be given the right to be accompanied to any meeting held to discuss the possible discipline by a representative of OAPSE. The opportunity to obtain Union representation shall not unreasonably delay the commencement of any conferences or meetings in this process.

C. Discipline and/or termination shall be for just cause.

D. If an employee is placed on administrative leave, due to an investigation into a possible disciplinary action, the employee shall be on paid leave until a hearing or a return-to-work notice occurs.

**ARTICLE 15 - ATTENDANCE INCENTIVE****15.01 Monetary Incentive**

Bargaining Unit members shall receive a monetary incentive for perfect attendance in the following manner and under the specified conditions:

- A. Perfect attendance will be determined during each quarter (grading period) of each school year;
- B. If a bargaining unit member has perfect attendance during the first, second, third or fourth quarter, he/she will be entitled to receive the amount of \$500 for each of those quarters of perfect attendance.
- C. Attendance incentive quarters are (August 1 - 1st grading period) (2nd grading period), (3rd grading period), (4th grading period - end of work calendar and calamity work days per a 200-day secretary calendar).
- D. Distribution of the accumulated monetary incentive for each bargaining unit member shall be paid quarterly. The attendance incentive is subject to applicable withholdings and contributions.

**15.02 Exclusions:**

Absences due to jury duty, assault leave, professional leave, vacation days, and Union leave shall not be counted when determining a unit member's eligibility for the attendance incentive.

**ARTICLE 16 – WORK HOURS****16.01 Work Schedules:**

The Superintendent or designee in consultation with appropriate administrators, will establish work schedules for the classified staff.

**16.02 Punctuality:**

Each employee is expected to be at work when scheduled unless he/she has otherwise been excused. Tardiness and absenteeism can result in discipline, up to and including termination.

**16.03 Report of Absence:**

**When an employee is unable to report to work, they must notify their supervisor of the impending absence as soon as possible, but no later than one (1) hour prior to their scheduled start time, on each day of the absence.**

**Notification must be made in accordance with the reporting procedure established by the supervisor. The supervisor has the discretion to waive the requirement for**

**daily reporting if the reasons for continued absence are deemed justified.  
Failure to properly report an absence may result in disciplinary action.**

**Supervisors shall acknowledge receipt of the employee's message in a timely manner.**

**16.04 Overtime:**

Employees shall be eligible for overtime compensation in a manner that is consistent with the Fair Labor Standards Act (FLSA).

- A. One and one-half (1 1/2) times the employee's regular straight time or blended rate, whichever is applicable, will be paid for assigned and approved hours worked in the District in excess of forty (40) hours in one (1) week. The work week begins Sunday 12:01 a.m. and ends Saturday at 12:00 midnight. One and one-half (1 1/2) times the employee's regular straight time will be paid for assigned and approved hours worked on any holiday.
- B. All bargaining unit members working any position in the school district (except supplemental positions) count towards forty (40) hours. Classified staff may be hired by the Board to serve as a paid coach or advisor under a pupil activity contract in accordance with state and federal law. Any matter pertaining to a pupil activity contract is not subject in any way to the grievance process. Any legal challenges regarding these contracts shall be filed solely in accordance with the law.
- C. Employees called back into work outside and disconnected from their regularly scheduled work hours will receive a minimum of two (2) hours of pay at the applicable rate. This provision excludes Bus Drivers, Bus Aides, and Custodians doing scheduled building checks on non-school days.

**ARTICLE 17 - UNION LEAVE**

Duly elected Union Delegates or Alternates to the Annual Conventions of the Union or duly elected State Executive Board Members who are in the Bargaining Unit, shall be granted time off with pay for the purpose of participating in such conventions and scheduled Executive Board meetings, but such time off shall not exceed a total of eight (8) cumulative days for the entire bargaining unit per school year. However, the Superintendent shall have the right to deny such requests provided there is insufficient coverage, and the absences will unduly interrupt the operation of the classification.

## **ARTICLE 18 - PERSONNEL FILE**

### **18.01 One File**

Personnel file materials of employees are kept in the District Office. These materials include employment data, work and attendance records, evaluations, communications, and assignments. Prior to placement in the Central Office, personnel file material may be in the possession of the employee's immediate supervisor for a reasonable time period. Reasonable time is defined, for this purpose, as one (1) month.

### **18.02 Copies of File Contents**

Employees will be given a copy of any additions to their files within a reasonable time at no extra cost to the employee. Employees shall be presented with a copy of the material removed from their file, if any.

### **18.03 Correction of File Contents**

If any employee disputes the accuracy, relevance, timeliness, or completeness of information in said file, he/she may request that the Superintendent investigate the current status of the information within a reasonable time of receiving the request. The Superintendent must make a reasonable investigation to determine if the disputed information should be removed. Said employee shall have the right to add a rebuttal to any material in his/her file that he/she deems incorrect or incomplete.

### **18.04 Access to File**

The Board further agrees that an employee will have, upon request, and within a reasonable time, access to his/her file materials.

### **18.05 Disciplinary Material**

Any disciplinary material placed in the personnel file shall be signed by the employee, who shall only signify receipt of a copy of the document and not agreement with the content.

### **18.06 Retention of Disciplinary Material**

- A. Verbal reprimands shall be removed upon request by the employee from the employee's file after **two (2)** years of issuance, provided no further discipline has been issued for the same offense. Verbal reprimands shall be kept in a separate file located at the Central Office.

- B. At the employee's written request, written reprimands may be removed from the employee's file after three (3) years of issuance, provided no further discipline has been issued for the same offense.

### **ARTICLE 19 -- SUBSTANCE TESTING AND ASSISTANCE**

The provisions of this Article are intended to comply with the Omnibus Transportation Employees Testing Act of 1991 (the Act) and relevant Department of Transportation regulations. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness, and the Employer will make reasonable efforts to provide assistance to employees in need of help. An employee assistance program will be made available to employees with personal problems, including those associated with alcohol or controlled substance use. The Employer and the Union will aid such employees who request assistance with such problems. The Employer and the Union will encourage the employees to seek professional assistance where necessary.

#### **19.01 Provisions**

For those employees covered by DOT regulations:

1. Safety-sensitive employees as defined in the applicable Department of Transportation regulations are subject to random, pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. Employee's identification numbers shall be used instead of social security numbers when selecting for a random pool.
2. Only an employee's direct supervisor, building principal, or school nurse may order a test under reasonable suspicion. Anyone with the authority to authorize such testing must have a minimum of three (3) hours of training to recognize the signs of alcohol and controlled substance abuse.
3. Anonymous tips may not be used as a basis for reasonable suspicion.
4. A written record of the observations leading to an alcohol reasonable suspicion test may be made and signed by the person who made the observations.
5. Confidentiality All time spent being administered an alcohol or controlled substances test, including travel time, will be paid at the employees' regular rate of pay, or at their overtime rate, if applicable, unless the employee is cited for operating a school bus under the influence of alcohol or controlled substance.
  - The Supervisor shall provide transportation to and from the test site for reasonable suspicion tests. For random tests, the employee will be responsible for his/her transportation to the testing site and the Board will pay mileage at the Board approved rate upon submission of a mileage request. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable, and must report to the bus garage for non-driving duties. The employer shall pay

all costs associated with the administration of alcohol and controlled substances tests. This includes testing of the "split specimen" at a federally certified laboratory if there is a positive result from the initial tests. Any subsequent tests will be at the expense of the party requesting it.

**19.02 Confidentiality**

Records concerning an employee's treatment for alcoholism, drug or stress-related problems shall remain strictly confidential and shall remain in a medical file separate from other personal material or personnel files.

**19.03 Continuation of Pay**

- Employees being rehabilitated will have access to their accumulated, unused vacation, sick and personal leaves while in the program. Employees participating will use their accumulated vacation time and sick days.
- Discipline resulting from a violation of the alcohol and controlled policies shall be progressive depending upon the severity of the circumstances.

**19.04 Drug-Free Workplace**

A. Board Policy

All employees shall receive a copy of the Board adopted resolution regarding a drug-free workplace.

B. Prohibitions

All employees shall refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while in the workplace.

C. Definitions

For the purpose of this provision, the following definitions shall apply:

- Drug Abuse Offenses Shall be defined as the unlawful possession, use or distribution of controlled activity regardless of location.
- Workplace Is defined as any area under the control of the school district or at any school-sponsored activity regardless of location.
- Violations An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause.

D. Rehabilitation.

For employees who are determined to be first-time offenders in the workplace, the corrective action shall be a requirement for the employee to complete an appropriate rehabilitation program provided by the Employer.

E. Disciplinary Action

Subsequent offenses may result in just cause discipline. Such discipline may ultimately result in termination of employment in accordance with the Ohio Revised Code and the provisions of the contract.

F. Reporting

Any employee convicted under a criminal drug statute of an offense occurring in the workplace must report his/her conviction to the administration **before returning to work**

**or the next day after the conviction.** Failure to do so may result in discipline for just cause.

G. Education

The employer shall provide a drug-free awareness and education program for all employees.

### **ARTICLE 20 - SEVERANCE PAY**

Upon retirement from the District and participation in and receipt of benefits from the School Employees Retirement System (SERS), a member of the bargaining unit will receive severance pay in the amount of twenty-five percent (25%) of the remaining unused accumulated sick leave with a maximum payment to be the value of sixty-five (65) days based on the bargaining unit member's daily rate of pay at the time of retirement.

**20.01 Retirement is Defined to Include the Following:**

- A. The bargaining unit member must express his/her intent to retire on or prior to his/her last day of service;
- B. The Bargaining unit member must be eligible to retire on his/her last day of service;
- C. The bargaining unit member must first receive his/her first check from SERS within a period of one hundred twenty (120) days from his/her last date of service;
- D. The bargaining unit member must have five (5) or more years of consecutive service in the District.

**20.02 Severance Pay Eliminates**

This severance pay eliminates all sick leave credit previously accrued, but unused by the bargaining unit member.

## **ARTICLE 21 - SERS TAX DEFERRAL PICK-UP**

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

The total annual salary for each employee shall be the salary otherwise payable under his/her contract. The total annual salary shall be payable by the Board in two (2) 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 which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee and shall be payable, subject to applicable payroll deductions, to said employee.

The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.

The Board shall compute and remit its employee contributions to SERS based upon the 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 compute income tax withholding based upon gross income as reported to the respective tax authorities.

### **21.01 Total Annual Salary Computation**

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

### **21.02 Application to All Employees**

The "pick-up" shall be a uniform percentage for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option. This provision shall be effective and the "pick-up" shall apply to all payroll payments.

The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred.

### **21.03 Severability**

If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

Should the Board's payment of deferred salary cause an individual Union member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this agreement by the Board.

## **ARTICLE 22 – PAYROLL/DUES DEDUCTION/P.E.O.P.L.E.**

### **22.01 Equal Installments**

Bargaining unit members shall be paid in twenty-four (24) equal installments with pay days occurring on the 15th and last day of each month. If the 15th or last day of the month falls on a Saturday or Sunday, the pay date shall be the preceding Friday.

### **22.02 Paydays**

In the event a payday falls on a day when school is not in session (not a Saturday or Sunday), the paycheck will be issued on the last workday of that week. While classes are in session, if a payday falls during a week when there are no workdays, the paycheck will be mailed or may be picked up the day before the payday.

### **22.03 Payroll Deductions**

Payroll deductions shall be in accordance with Board policy and this contract.

### **22.04 Electronic Transfers**

An employee's salary shall be paid by electronic transfer to a bank or savings and loan institution of the employee's choosing each pay date.

### **22.05 Participation in Tax Sheltered Annuity**

All bargaining unit members shall have the right to select a tax-sheltered annuity or mutual fund of his/her choosing once each school year from the "Approved Vendors List". Election of such tax-sheltered annuity or mutual fund must be filed with the Treasurer's office between August 15 and October 15 of each year. All payment withholdings shall be in accordance with the appropriate signed authorization form. A minimum of four (4) employees must participate in this program to be in effect.

### **22.06 Dues Deduction**

1. The Board agrees to deduct the Union dues, State, and Local from the pay of the employees, requesting that such deductions be made, on a continuing basis.
2. OAPSE State dues will be deducted in equal deductions, twice each month.
3. OAPSE Local #038 dues (\$6.00) for each school year shall be deducted in one lump sum from the first pay each October. OAPSE Local #038 will submit to the Board Treasurer by September 15th each year, a list of the Members and the amount of the local dues payable for the school year. A separate check for the Local dues will be submitted to the OAPSE State Office by the Treasurer.
4. Dues deduction authorization cards may be submitted at any time and shall be effective with the first deduction following a two week period for processing of the deduction authorization.
5. Dues shall be submitted to the State Treasurer monthly, with a list of those employees for whom payment is made, the amount deducted, and a copy of the list shall be submitted to the Treasurer.
6. Membership shall be irrevocable except that membership can be withdrawn in a manner consistent with the withdrawal procedures set forth in the OAPSE membership/dues authorization application signed by the employees.

7. The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Union to the Board.

**22.07 P.E.O.P.L.E. Deductions**

- A. Payroll Deduction of People Deduction. The Board agrees to deduct from the wages of any employee who is a member of the union, a People Deduction as provided for in a written authorization. Such authorization must be executed by the employee. The employee may revoke his/her authorization at any time by giving written notice to both the Board and the Union.
- B. Transmittal of Deductions. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such People Deductions were made, the period covered, and the amounts deducted for each.

**ARTICLE 23 – INSURANCES**

The Board of Education agrees to provide levels of insurance benefits as follows.

**23.01 Life Insurance**

The Board will provide and pay for life insurance benefits for each regular employee who is regularly scheduled to work for thirty (30) or more hours per week in the sum of fifty thousand dollars (\$50,000.00). Additionally, a bargaining unit member may purchase additional life insurance for dependents and accidental death and dismemberment (AD &D) insurance is also through payroll deductions. Acquisition of additional life insurance is subject to the determination of eligibility by the insurance carrier.

**23.02 Health Insurance**

1. **HSA - The Board agrees to pay into each employee's HSA account, as a lump sum in the first month of each plan year. Fifty percent (50%) of the annual amount of the HDP deductible.** Note: Family/employee spouse plan HSA's = \$3,500
2. HRA - An HRA account will be set up for members who participate in Medicare or any other non-HDHP (High-Deductible Healthcare Plan).
3. Premiums - The annual insurance premiums will be at the rate of 80/20 or 70/30 split for the High, Low, and HSA plans.
4. Husband/Wife Employment - If a husband and wife are employed by the Board and are both eligible for this benefit, they will take one family coverage by the Board and the spouse who is not the primary insured under the family coverage will opt out of primary health insurance coverage. In that event, the Board will pay the full cost of the health insurance family coverage under this plan.
5. OPT-Out - An employee who is eligible for health insurance coverage and who elects in writing not to receive any health insurance coverage shall receive as an incentive the amount of \$150.00 per month for each month that the employee does not have any health insurance coverage with the District. Employees regularly scheduled to work less than 30 hours per week are not eligible for the opt-out.

- a. This benefit applies to any married couples who were employed by the Board prior to the 2010-2011 school year. All other married couples who were employed during or after the 2010-2011 school year shall not be eligible for the opt-out incentive.
  - b. Employees will not be eligible for the opt-out if they enroll in a public exchange plan which results in the District being assessed a penalty as outlined in the current provisions of the Affordable Care Act.
  - c. Payment of this incentive shall be made as an aggregated amount once every twelve (12) months. Payment date to be determined by the insurance committee.
6. Increase of Cost - If the present carrier gives notice during the term of this agreement that it will increase the cost to an extravagant level, either party may initiate bargaining to explore alternative carriers.

**23.03 Dental**

Employees eligible for health insurance (working more than 30 hours per week) have the option to receive dental insurance as follows:

The Board will pay up to \$60.00 per month toward the cost of one plan per family for each employee of this insurance with the employee paying \$20.00 per month toward the cost of such a plan.

In subsequent years, premium increases will be equally shared (50/50); however, the Board's contribution shall not be less than \$60.00 per month for family coverage.

**23.04 Vision Insurance**

Employees eligible for health insurance (working more than 30 hours per week) have the option to receive vision insurance as follows:

The Board will provide and pay for vision insurance for the family of each employee.

**23.05 Insurance Committee**

- A. There shall be an Insurance Committee comprised of up to six (6) members, with up to two (2) members selected by the Hillsboro Education Association (HEA), up to two (2) selected by OAPSE, and up to two (2) members selected by the Superintendent.
- B. The Insurance Committee shall review and analyze all relevant health care and health insurance information that may aid in the improvement of the quality of the health care and stabilize the cost of health insurance for the employees of the Hillsboro Schools and the Board of Education.
- C. The Insurance Committee is charged with the responsibility to make recommendations to the bargaining representatives for the Board, the HEA, and OAPSE concerning issues related to health care, health insurance and related issues that may arise.

- D. The Insurance Committee shall meet at least four (4) times each school year for the purpose of reviewing the operation of the health insurance plan and exploring means of making the insurance plan more effective and efficient.
- E. The Insurance Committee shall adopt its operational guidelines and share those guidelines with the Board, HEA, and OAPSE. The Committee shall also amend and revise those guidelines from time to time as the need may arise. Any such amendment or revision shall be shared with the Board, the HEA, and OAPSE.
- F. Failure on the part of the Insurance Committee to make recommendations shall not impede the ability of the Board to take steps to make the insurance program more effective and efficient.

## **ARTICLE 24 – TRANSPORTATION**

### **24.01 Bus Drivers/ Routes**

Except as otherwise provided within, all routes shall be 6.0 hours or longer per workday, except for shuttle routes, which may be established at times less than 6.0 hours per workday.

- a. Shuttle routes are defined as routes where regular drivers are not available or able to perform such shuttles due to time constraints. shuttle routes will only be used for special and/or extenuating circumstances.
- b. The Board may establish routes of less than 6.0 hours per workday due to extenuating circumstances after notifying the Union.
- c. Bus routes will not be bid on an annual basis. Bus drivers shall be able to bid on any vacancies that may occur during the year. Such vacancies shall be posted and filled by seniority. To expedite the postings of vacant transportation routes, the parties agree that a vacancy bid meeting can be scheduled by the transportation supervisor. The vacancy and subsequent vacancies can be bid upon and awarded at this meeting.

### **24.02 Bus drivers:**

Bus drivers shall be compensated with a regular rate of pay to perform the necessary paperwork required each school year. All paperwork must be completed and turned into the transportation office by October 1. Such compensation shall equal six (6) hours of pay for each driver required to do the paperwork.

### **24.03 Substitute drivers:**

Substitute employees may not be used to fill any position on a temporary basis or take field trips when there are bargaining unit employees available to do the work. All transportation of Hillsboro City School District Students shall be done by licensed employees of the District except

where State law or regulation prohibits school transportation or where a Community or School support group and/or person covers the cost of a charter bus.

**24.04 OBI stipend:**

On-Board Instructors (OBI) will be reimbursed with a stipend of \$100 per year. Bus drivers and mechanics who have to recertify will be reimbursed a stipend of \$100 (once every six (6) years).

**24.05 Video Camera**

**Drivers will be allowed to view the tapes to identify students responsible for disruptive behavior. Equipment to do this is available at the garage.**

**The video cameras and tapes are not intended to be used to monitor and/or evaluate the job performance of drivers or aides; however, video cameras and tapes may be utilized as evidence by the employer in disciplinary proceedings.**

**ARTICLE 25 - FIELD TRIPS**

**25.01 Posting of Extracurricular / Field Trips**

Extracurricular trips: All extracurricular trips/field trips will be posted each Monday, when possible, and left on the board until they are assigned on Thursday for the following week. The only exception will be trips that occur during the winter and spring breaks, these trips may be posted up to three (3) weeks before the winter and spring breaks. **When a field trip is scheduled and a calamity day occurs, the field trip bid will occur the next workday.**

1. Extracurricular trips/field trips shall be awarded on a seniority and rotating basis. The most senior drivers in rotation may select trips as long as the selection does not result in overtime, unless the employer approves overtime. Regular routes are a priority over field trips whenever substitutes are not available. Drivers will select the trips and be awarded such trips based on the above seniority rotation. Once trips are assigned, they are non-transferable.
2. Field Trip shuttles of less than two (2) hours will not be included in the Field Trip rotation assignments. These trips shall use a separate seniority list for assignment.
3. Field trip pre/post-trip inspection time will be no more than thirty (30) minutes total (example: 15 minutes pre-trip and 15 minutes post-trip).
4. Drivers will be paid at regular driver pay for field trips.
5. Twelve (12) or fewer students are going to a location, and the students may be driven by the coach/advisor, if properly licensed. Any extra-curricular/field trip of more than twelve (12) students to the same location shall be transported by school bus.

6. When an extracurricular/field trip of 12 or **fewer** is driven by a coach/advisor/teacher, the Transportation Department employees will be advised in advance by written notice.

**25.02 Field Trip Requests**

A. Field trip requests that are first received by the Transportation Supervisor after the field trip meeting, but more than 3 working days at the last minute prior to the departure of the field trip will be posted and assigned to the most eligible senior driver.

B. If an organization requests a field trip with less than 3 working days on the last minute notice, it will be assigned to the first qualified available driver.

**25.03 Minimum Pay for Trips**

Drivers of extracurricular/field trips shall be paid a minimum of two (2) hours on all trips.

**25.04 Weekend Trips**

A. All Saturday and Sunday trips will have a \$32.00 minimum daily rate of pay.

B. Cancellation of a field trip within one-half hour (1/2) of the scheduled departure time shall result in the scheduled driver being paid thirty-two dollars (\$32.00) (minimum daily rate of pay).

**24.05 Emergency Trips**

Emergency trips (defined as those that the transportation department has less than two (2) hours to fill, or has to fill over the weekend) will be filled with the first available driver.

- If a field trip is canceled and rescheduled, it will be given to the driver who was awarded the trip originally. However, if the driver who was originally awarded the trip is not available, it will be reposted for bid.
- If a mistake is made in filling a field trip, it will be corrected by offering said driver a trip of equal value on the next posting and must be agreed by both parties.

**25.06 Overnight Trips with School Vehicles**

A. Overnight Trip Posting: Overnight trips will be posted for bid as soon as possible and according to Section 25.01 of this Article.

- There will be a separate list for Overnight trips.
- Expense money, with receipts, will be reimbursed within two (2) weeks of submission to the Treasurer's Office.
- Overnight trips shall be offered in rotation by seniority. All drivers will be eligible for overnight trips regardless of the number of hours worked.

- Meal expense money will not be reimbursed by the Board.
  - It is at the discretion of the Superintendent or designee to permit a driver to sign up for additional trips three (3) calendar days before or after an overnight trip.
- B.** Pay for Overnight Trips: The driver will be paid at their field trip rate of pay for the time of the driver's beginning and ending times for the day.
- Drivers will not be paid for the hours after the last call upon the driver and until the first call upon the driver the next day.

## **ARTICLE 26 – MISCELLANEOUS**

### **26.01 Professional Development**

Professional Development (PD) required by the Board, outside of the employee's regular work hours, will be compensated at the employee's regular hourly rate-of- pay. This does not apply to the recertification or renewal of a license.

### **26.02 Duty-Free Lunch**

Each full-time member of the Bargaining Unit working a minimum of six (6) hours a day shall receive an unpaid duty-free lunch break of thirty (30) minutes. The time of the lunch break shall be set by the supervisor.

### **26.03 Breaks**

A Bargaining Unit member regularly scheduled to work eight (8) hours a day shall receive two (2), ten (10) minute paid breaks during the workday at times set by the supervisor.

### **26.04 Dress and Grooming**

When assigned to District Duty, all classified staff members shall:

- A. be physically clean, neat, and well-groomed;
- B. dress in a manner consistent with their assigned responsibilities.
- C. dress in a manner that communicates to students a pride in personal appearance;
- D. dress in a manner that does not cause damage to District property;
- E. be groomed in such a way that their hairstyle or dress does not disrupt the educational process, nor cause a health or safety hazard.

- F. each year of the contract, Cooks/Custodians/Bus Drivers will receive **one-hundred (\$100)** toward the purchase of uniform attire shirts/sweatshirts/jackets/**shoes** which display an approved school logo. These uniforms must be worn during the employee's workday. The supervisors can make allowances for not wearing the shirt on certain school activity days.

## ARTICLE 27- WAGES

### 27.01 Wages

For the **2025-2026** school year, there will be:

- 8% base increase.
- The experience step will be recognized for those employees eligible.

For the **2026-2027** school year, there will be:

- 0% base increase.
- The experience step will be recognized for those employees eligible.

For the **2027-2028** school year, there will be:

- 0% base increase.
- The experience step will be recognized for those employees eligible.

### 27.02 Military Service Credit

Upon initial employment with the Board, members of the bargaining unit shall receive credit on the wage schedule for each year or portion (at least eight consecutive months) thereof spent in the armed forces of the United States and/or Ohio national guard or military reserve with a limit of up to five (5) years of service credit. Evidence of an honorable discharge is a prerequisite to this benefit. This benefit applies to new hires after July 1, 2010.

## **ARTICLE 28 – DURATION**

### **28.01 Complete Agreement:**

This agreement constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein.

### **28.02 Board Rights:**

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

### **28.03 Zipper Clause:**

Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this agreement.

### **28.04 Severability:**

If any provision(s) of this agreement conflicts with state or federal law, such provision(s) shall be inoperative except to the extent permitted by law, with the remaining provisions herein remaining in effect. The parties shall meet within ten (10) days at the request of either party to negotiate a successor provision for the provision held contrary to law.

### **28.05 Duration:**

This contract shall be effective upon execution through **July 1, 2025 – June 30, 2028**, except where otherwise provided in this contract.

Signed on the \_\_\_\_\_ day of July, 2025

OAPSE Team

Board of Education Team

\_\_\_\_\_ President

\_\_\_\_\_ President

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

\_\_\_\_\_ Superintendent

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

\_\_\_\_\_ Treasurer

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

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

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

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

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

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

2026-2028 SALARY SCHEDULE			
Bus Driver			
185 WORK DAYS AT 6 HOURS PER DAY			
		SALARY	HOURLY RATE
Step 0:		\$20,688.65	\$18.64
Step 1:		\$21,988.66	\$19.81
Step 2:		\$23,272.45	\$20.97
Step 3:		\$24,572.46	\$22.14
Step 4:		\$26,257.81	\$23.66
Step 5:		\$27,127.87	\$24.44
Step 6:		\$28,413.68	\$25.60
Step 10:		\$29,498.71	\$26.58
Step 12:		\$30,541.16	\$27.51
Step 14:		\$31,070.49	\$27.99
Step 16:		\$31,583.60	\$28.45
Step 18:		\$32,068.32	\$28.89
Step: 20		\$32,597.65	\$29.37
Step 25:		\$33,554.91	\$30.23
Step 28:		\$34,538.54	\$31.12
Step 30		\$35,252.43	\$31.76

2026-2028 SALARY SCHEDULE					
BUS HEAD MECHANIC					
260 WORK DAYS AT 8 HOURS PER DAY					
		SALARY		HOURLY RATE	
Step 0:		\$51,613.12		\$24.81	
Step 1:		\$54,395.67		\$26.15	
Step 2:		\$56,590.07		\$27.21	
Step 3:		\$58,729.72		\$28.24	
Step 4:		\$60,924.12		\$29.29	
Step 5:		\$63,063.77		\$30.32	
Step 6:		\$65,444.76		\$31.46	
Step 10:		\$66,783.30		\$32.11	
Step 12:		\$68,121.85		\$32.75	
Step 14:		\$68,710.00		\$33.03	
Step 16:		\$69,405.64		\$33.37	
Step 18:		\$69,993.79		\$33.65	
Step: 20		\$70,663.06		\$33.97	
Step 25:		\$71,894.12		\$34.56	
Step 28:		\$73,098.81		\$35.14	
Step 30		\$74,435.33		\$35.79	

2026-2028 SALARY SCHEDULE			
BUS MECHANIC			
260 WORK DAYS AT 8 HOURS PER DAY			
		SALARY	HOURLY RATE
Step 0:		\$47,893.58	\$23.03
Step 1:		\$49,098.27	\$23.60
Step 2:		\$50,248.21	\$24.16
Step 3:		\$51,452.90	\$24.74
Step 4:		\$52,629.20	\$25.30
Step 5:		\$53,779.13	\$25.86
Step 6:		\$54,983.82	\$26.43
Step 10:		\$56,133.75	\$26.99
Step 12:		\$57,312.08	\$27.55
Step 14:		\$57,926.59	\$27.85
Step 16:		\$58,488.38	\$28.12
Step 18:		\$59,050.16	\$28.39
Step: 20		\$59,640.34	\$28.67
Step 25:		\$60,763.90	\$29.21
Step 28:		\$61,832.71	\$29.73
Step 30		\$63,171.26	\$30.37

2026-2028 SALARY SCHEDULE HEAD CUSTODIAN			
260 WORK DAYS AT 8 HOURS PER DAY			
		SALARY	HOURLY RATE
Step 0:		\$40,401.78	\$19.42
Step 1:		\$42,087.13	\$20.23
Step 2:		\$43,772.48	\$21.04
Step 3:		\$45,457.83	\$21.85
Step 4:		\$47,171.58	\$22.68
Step 5:		\$48,856.93	\$23.49
Step 6:		\$50,728.87	\$24.39
Step 10:		\$52,414.22	\$25.20
Step 12:		\$54,046.84	\$25.98
Step 14:		\$54,797.23	\$26.34
Step 16:		\$55,598.33	\$26.73
Step 18:		\$56,401.46	\$27.12
Step: 20		\$57,178.22	\$27.49
Step 25:		\$58,782.45	\$28.26
Step 28:		\$60,388.71	\$29.03
Step 30		\$61,727.25	\$29.68

2026-2028 SALARY SCHEDULE					
ASSISTANT HEAD CUSTODIAN					
260 WORK DAYS AT 8 HOURS PER DAY					
		SALARY		HOURLY RATE	
Step 0:		\$36,039.34		\$17.33	
Step 1:		\$37,913.30		\$18.23	
Step 2:		\$39,679.78		\$19.08	
Step 3:		\$41,417.86		\$19.91	
Step 4:		\$43,184.33		\$20.76	
Step 5:		\$44,950.81		\$21.61	
Step 6:		\$46,903.87		\$22.55	
Step 10:		\$48,295.15		\$23.22	
Step 12:		\$49,899.37		\$23.99	
Step 14:		\$50,676.13		\$24.36	
Step 16:		\$51,479.26		\$24.75	
Step 18:		\$52,282.39		\$25.14	
Step: 20		\$53,057.12		\$25.51	
Step 25:		\$54,689.74		\$26.29	
Step 28:		\$56,267.61		\$27.05	
Step 30		\$57,606.15		\$27.70	

2026-2028 SALARY SCHEDULE CUSTODIAN					
260 WORK DAYS AT 8 HOURS PER DAY					
		SALARY		HOURLY RATE	
Step 0:		\$31,731.65		\$15.26	
Step 1:		\$33,739.47		\$16.22	
Step 2:		\$35,558.68		\$17.10	
Step 3:		\$37,377.88		\$17.97	
Step 4:		\$39,251.85		\$18.87	
Step 5:		\$41,071.05		\$19.75	
Step 6:		\$43,076.84		\$20.71	
Step 10:		\$44,147.68		\$21.22	
Step 12:		\$45,780.30		\$22.01	
Step 14:		\$46,528.67		\$22.37	
Step 16:		\$47,331.80		\$22.76	
Step 18:		\$48,161.29		\$23.15	
Step: 20		\$48,936.02		\$23.53	
Step 25:		\$50,542.28		\$24.30	
Step 28:		\$52,093.78		\$25.05	
Step 30		\$53,432.32		\$25.69	

2026-2028 SALARY SCHEDULE						
FOOD SERVICE HEAD COOK						
186 WORK DAYS AT 6.5 HOURS PER DAY						
			SALARY	HOURLY RATE		
Step 0:			\$23,357.63		\$19.32	
Step 1:			\$24,043.13		\$19.89	
Step 2:			\$24,712.40		\$20.44	
Step 3:			\$25,379.64		\$20.99	
Step 4:			\$26,048.92		\$21.55	
Step 5:			\$26,718.19		\$22.10	
Step 6:			\$27,604.47		\$22.83	
Step 10:			\$28,474.52		\$23.55	
Step 12:			\$29,314.16		\$24.25	
Step 14:			\$29,719.78		\$24.58	
Step 16:			\$30,155.82		\$24.94	
Step 18:			\$30,559.41		\$25.28	
Step: 20			\$30,948.81		\$25.60	
Step 25:			\$31,725.57		\$26.24	
Step 28:			\$32,502.33		\$26.88	
Step 30			\$33,281.12		\$27.53	

2026-2028 SALARY SCHEDULE					
FOOD SERVICE COOK					
186 WORK DAYS AT 6.5 HOURS PER DAY					
		SALARY		HOURLY RATE	
Step 0:		\$20,281.00		\$16.78	
Step 1:		\$20,901.60		\$17.29	
Step 2:		\$21,601.29		\$17.87	
Step 3:		\$22,254.34		\$18.41	
Step 4:		\$22,937.81		\$18.97	
Step 5:		\$23,637.51		\$19.55	
Step 6:		\$24,479.17		\$20.25	
Step 10:		\$25,365.45		\$20.98	
Step 12:		\$26,188.86		\$21.66	
Step 14:		\$26,624.90		\$22.02	
Step 16:		\$27,044.71		\$22.37	
Step 18:		\$27,448.31		\$22.70	
Step: 20		\$27,837.70		\$23.03	
Step 25:		\$28,630.69		\$23.68	
Step 28:		\$29,407.45		\$24.32	
Step 30		\$30,186.24		\$24.97	

2026-2028 SALARY SCHEDULE			
PARAPROFESSIONAL W/ASSOCIATES			
185 WORK DAYS AT 6.5 HOURS PER DAY			
		SALARY	HOURLY RATE
Step 0:		\$22,629.54	\$18.82
Step 1:		\$23,913.33	\$19.89
Step 2:		\$25,197.11	\$20.95
Step 3:		\$26,480.90	\$22.02
Step 4:		\$27,734.27	\$23.06
Step 5:		\$29,034.28	\$24.14
Step 6:		\$30,997.48	\$25.78
Step 10:		\$32,267.07	\$26.83
Step 12:		\$33,427.14	\$27.80
Step 14:		\$33,999.07	\$28.27
Step 16:		\$34,601.41	\$28.77
Step 18:		\$35,175.37	\$29.25
Step: 20		\$35,716.87	\$29.70
Step 25:		\$36,830.30	\$30.63
Step 28:		\$37,913.30	\$31.53
Step 30		\$38,686.01	\$32.17

2026-2028 SALARY SCHEDULE PARAPROFESSIONAL					
185 WORK DAYS AT 6.5 HOURS PER DAY					
		SALARY		HOURLY RATE	
Step 0:		\$20,990.84		\$17.46	
Step 1:		\$21,639.83		\$18.00	
Step 2:		\$22,288.82		\$18.54	
Step 3:		\$22,970.26		\$19.10	
Step 4:		\$23,649.67		\$19.67	
Step 5:		\$24,331.12		\$20.23	
Step 6:		\$25,197.11		\$20.95	
Step 10:		\$25,939.40		\$21.57	
Step 12:		\$26,635.04		\$22.15	
Step 14:		\$27,008.21		\$22.46	
Step 16:		\$27,346.90		\$22.74	
Step 18:		\$27,687.62		\$23.03	
Step: 20		\$28,044.57		\$23.32	
Step 25:		\$28,693.56		\$23.86	
Step 28:		\$29,342.55		\$24.40	
Step 30		\$30,117.29		\$25.05	

## 2026-2028 SALARY SCHEDULE SECRETARY

200 WORK DAYS AT 8 HOURS PER DAY

	SALARY	HOURLY RATE
Step 0:	\$31,386.88	\$19.62
Step 1:	\$32,190.00	\$20.12
Step 2:	\$33,114.82	\$20.70
Step 3:	\$34,021.38	\$21.26
Step 4:	\$34,925.91	\$21.83
Step 5:	\$35,832.47	\$22.40
Step 6:	\$37,191.30	\$23.24
Step 10:	\$38,178.98	\$23.86
Step 12:	\$39,022.67	\$24.39
Step 14:	\$39,454.66	\$24.66
Step 16:	\$39,866.36	\$24.92
Step 18:	\$40,545.78	\$25.34
Step: 20	\$41,245.47	\$25.78
Step 25:	\$42,604.30	\$26.63
Step 28:	\$43,940.81	\$27.46
Step 30	\$44,971.09	\$28.11

## 2026-2028 SALARY SCHEDULE SECRETARY

215 WORK DAYS AT 8 HOURS PER DAY

	SALARY	HOURLY RATE
Step 0:	\$33,741.50	\$19.62
Step 1:	\$34,603.44	\$20.12
Step 2:	\$35,599.24	\$20.70
Step 3:	\$36,572.73	\$21.26
Step 4:	\$37,546.22	\$21.83
Step 5:	\$38,533.90	\$22.40
Step 6:	\$39,979.94	\$23.24
Step 10:	\$41,042.66	\$23.86
Step 12:	\$41,949.22	\$24.39
Step 14:	\$42,413.66	\$24.66
Step 16:	\$42,855.78	\$24.92
Step 18:	\$43,585.90	\$25.34
Step: 20	\$44,338.32	\$25.78
Step 25:	\$45,800.58	\$26.63
Step 28:	\$47,236.48	\$27.46
Step 30	\$48,343.82	\$28.11