AGREEMENT

BETWEEN

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (OAPSE)

AND ITS CHAPTER NO. 243

AND THE BOARD OF EDUCATION

OF THE

SYCAMORE COMMUNITY SCHOOLS

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PREAMBLE

This Agreement is made and entered into by and between the Ohio Association of Public School Employees, American Federation of State, County and Municipal Employees, AFL-CIO, (OAPSE) and its Chapter No. 243 (hereinafter jointly referred to as the "Association") and the Board of Education of the Sycamore Community Schools (hereinafter referred to as the "Board").

ARTICLE 1

RECOGNITION

Section 1.1 For the term of this Agreement, the Board recognizes the Association as the sole and exclusive collective bargaining representative for all employees employed by the Board who are within the collective bargaining unit as defined in Section 1.2 below.

Section 1.2 The term "employee" as used in this Agreement shall mean all full time and regular short hour employees classified as custodian, High School lead custodian, educational assistant, media center technical assistant, playground assistant, bus monitor, child nutrition, maintenance repairperson/building and grounds, delivery driver/child nutrition/maintenance helper, head mechanic, mechanic, secretary, bus driver, van driver, and CNS shipping and receiving clerk - who are regularly assigned to a work schedule, but shall exclude the superintendent of schools, all assistant superintendents, directors, coordinators, treasurer, principals and assistant principals, administrative officers, assistants and interns, business managers, superintendent's secretary, secretaries to assistant superintendents, secretaries to directors, secretaries to athletic director(s), all office classified staff located at the District Office, secretaries to principals, secretaries to members of the Board's collective bargaining teams, transportation directors, child nutrition directors, maintenance directors, secretaries to transportation, child nutrition and maintenance directors, tutors, athletic trainers, all persons for whom certification in supervision or administration is required as a condition of employment, child nutrition supervisors, supervisory custodians, temporary, seasonal, casual and summer employees, student employees, school nurses, professional assistant, substitute employees, all teaching employees, and all confidential employees, professional employees, management level employees and supervisors, as defined in Section 4117.01 of the Ohio Revised Code, and excluding all other employees not specifically included in the unit as described above.

ARTICLE 2

RIGHTS OF THE BOARD

Section 2.1 The Board is the legally constituted body responsible for the management, direction and control of all of the public schools and employees in the Sycamore Community Schools and for the determination of all resolutions, policies, practices, procedures, rules and regulations covering any and all aspects of the Sycamore Community Schools and it is recognized that the Board must operate in accordance with all provisions of Federal and Ohio law and the rules and regulations promulgated by the Department of Education, State Board of Education or other authorities in accordance with Federal or Ohio law.

Section 2.2 The Association recognizes, without limitation, that all rights, powers, functions, responsibilities and authority of the Board existing before the execution of this Agreement, including those set forth in Section 2.1 above, and the following enumerated rights:

a. to determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Sycamore

Community Schools, standards of services, the Board's overall budget, utilization of technology, and organizational structure;

b. to direct, supervise, evaluate or hire employees;

c. to maintain and improve the efficiency and effectiveness of the Sycamore Community Schools;

d. to determine the overall methods, process, means, or personnel by which the operations of the Sycamore Community Schools are to be conducted;

e. to suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

f. to determine the adequacy of the work force;

g. to determine the overall mission of the Sycamore Community Schools;

h. to effectively manage the work force; and,

i. to take actions to carry out the mission of the Sycamore Community Schools

are retained by the Board, and that those rights, powers, functions, responsibilities and authority, and the use of judgment and discretion therewith, shall belong solely and exclusively to the Board during the term of this Agreement and all other agreements, except as may be expressly and specifically modified by the express terms of this Agreement.

ARTICLE 3

MEMBERSHIP IN ASSOCIATION AND CHECKOFF OF MEMBERSHIP DUES, INITIATION FEES AND ASSESSMENTS

Section 3.1 Employees shall have the right to join or not to join the Association and membership in the Association shall not be a condition of employment or continued employment. No employee shall be required to pay any dues, fees, fines, assessments or give any financial or other support or assistance to the Association as a condition of employment or continued employment.

Section 3.2 Association membership dues, initiation fees and assessments will be withheld by the Board from the paychecks of all Association members who have voluntarily given a written, signed authorization to the Board, to deduct Association membership dues, initiation fees and assessments from their paychecks and to remit such deductions to the Ohio Association of Public School Employees, 6805 Oak Creek Drive, Columbus, OH 43229, along with a list of employees for which deductions have been made.

Local dues shall be withheld from the first two paychecks ($6.00 from each check). The check will be made out to Local 243, it will be the responsibility of the Association to furnish the Board's Treasurer, in writing, the correct amount of membership dues, initiation fee and assessments to be withheld and the name of the Association's officers. The membership dues, initiation fee and assessments will be deducted over 21 pay periods with all bargaining unit members receiving their pay in 24 pay periods annually. All employees will be paid in 24 pay periods. Dues deductions authorization shall be continuous except any employee may revoke a written authorization for dues deductions, initiation fees and assessments per the guidelines on the membership application. All new employees will receive a membership form and information about the Association in their packet at the time of hire.

Section 3.3 The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or are in any way related to the deduction of association membership dues, P.E.O.P.L.E. initiation fees or assessments pursuant to this Article of the Agreement.

ARTICLE 4

DISCIPLINE

Section 4.1 As recognized in Section 4117.08 (C) (5) of the Ohio Revised Code, the Board may discipline, suspend, demote and discharge employees for just cause. All disciplinary actions shall be progressive and shall be subject to the grievance and arbitration procedure set forth in Article 28 of this Agreement.

Section 4.2 As recognized in Section 4117.08 (C) (1), (2), (3), (4), (5), (8) and (9) of the Ohio Revised Code, the Board may issue and require employees to observe and obey rules, regulations and policies and employees shall be subject to disciplinary actions for just cause for violation of the rules, regulations and policies. Rules, regulations and policies shall be made available to employees on the District website.

Section 4.3 All discipline, including verbal warnings, written reprimands, suspensions and discharges, shall be issued to employees in written form. Whenever an employee is disciplined or discharged, except for immediate suspensions pending an investigation, the employee may request that an Association representative be present, if an Association representative is readily available. Association representatives who may be requested, if readily available, shall include the Association's Local Chapter President or Grievance Chairperson.

Section 4.4 Administration shall provide the employee with at least 48 hours advance notice for any discipline administered by the Superintendent, Assistant Superintendent or Director of Human Resources. Upon request by the Union President, employee, and/or the employee's designated Union representative, administration shall provide a general description of the subject matter that will be discussed at the upcoming discipline hearing.

ARTICLE 5

EXCLUSION FROM CIVIL SERVICE

Section 5.1 The Board and its employees shall not be subject to the jurisdiction of any Civil Service Commission, or otherwise be governed by the provisions of Ohio Revised Code Chapter 124 or statutes in lieu thereof as allowable by law, except as specifically and expressly set forth in this Agreement.

ARTICLE 6

LAYOFF AND RECALL

Section 6.1 If it becomes necessary to layoff employees or reduce the number of employees in a job classification due to lack of work, lack of funds or abolishment of positions, the procedure set forth in this Article shall govern the layoffs and reductions. The Board shall determine in which job classifications the layoff or reduction in force shall occur and the number of employees to be laid off or reduced.

If it is necessary to lay off a special needs educational assistant due to lack of work (i.e. building has more EA's than special needs students), the lowest senior EA in that building will be the person to be removed. That EA will then have the right to displace the least senior EA in the district. If at the end of the school year the district finds the need to displace an EA in any building, the "riffing" will be done by seniority. The most senior displaced EA will get first choice of any known EA openings in the district and so on. If at the end of the "riffing" process there are still more EA's than needed, the least senior district EA should be the person who is actually laid off from Sycamore. If the district ever has to lay off an EA due to lack of work, at no time will a lesser senior EA be able to keep their job over a more senior EA. Overall seniority will take precedence over building seniority.

Section 6.2 The number of employees affected by the layoff or reduction will be kept to a minimum by not hiring replacement employees, insofar as practical, for employees who resign, retire or otherwise vacate a position within a job classification covered by this Agreement.

Section 6.3 Whenever it becomes necessary to layoff employees or reduce the number of employees in a job classification, affected employees shall be laid off or reduced within their respective job classifications, according to the amount of seniority they have with the Board since their most recent date of hire, with the least senior employee being laid off or reduced first within their respective job classifications. The job classifications for purposes of this Section 6.3 shall be as follows:

1. Bus Driver
2. Van Driver
3. Maintenance Repairperson - Buildings and Grounds
4. Mechanic
5. Head Mechanic

6. Educational Assistant
7. Media Center Technical Assistant
8. Bus Monitor
9. Child Nutrition
10. Custodian
11. High School Lead Custodian
12. Secretary
13. Playground Assistant
14. Delivery Driver/Child Nutrition/Maintenance Helper
15. CNS Shipping and Receiving Clerk

In the case of two (2) or more employees with identical seniority dates, the earliest date and time of interview for the most recent hired date will be used to decide which employee is senior, but if date and time of interview cannot be determined, a coin will be flipped to determine the most senior employee.

Section 6.4 After the riffing process within a classification is complete, the remaining employee(s) with the least seniority within a job classification, as defined in Section 6.3 above, who is laid off or displaced from that job classification has the right to displace any employee in any equal paying or lower paying job classification (with the same or lower number of hours) with less seniority than his/her date of hire who is within the bargaining unit covered by this Agreement.

If a displaced employee chooses to bump a less senior employee in an equal or lower paying classification in his/her own building rather than move to another building, the least senior person in that classification who is displaced from that building may use his/her seniority rights to choose any open position in the district in his/her classification. Order of seniority will be used for those displaced employees when choosing an open position or other possible openings in the district (i.e., most senior displaced employee gets first choice, and so on). If there are no other openings left, then the least senior person being displaced may move to any other equal or lower paying classification. Moving or bumping to equal or lower paying job classifications as set forth in this section will be made providing said employee has the immediate ability, within the reasonable opinion of the Board or its designee, to perform all of the duties of the job.

Section 6.5 All employees reduced or displaced to a lower paid job classification will be paid at the pay step of the lower paid job classification comparable in length of service to the pay step they received in the higher paid job classification, provided that no employee will receive an increase in hourly pay after reduction or displacement to a lower paid job classification.

Section 6.6 For purposes of this Article, job classifications will be defined by job descriptions.

Section 6.7 Ten (10) calendar days prior to the effective date of a layoff or reduction within a job classification, the Board shall prepare a list of names and seniority dates of all employees within each job classification and indicate which employees are to be laid off or reduced and such lists shall be given to the Local Chapter President of the Association. The Board will tender to each employee to be laid off or reduced an individual written notice of the layoff or reduction,

by certified mail to the employee's last known address, or by hand delivery to the employee at his/her place of work, within seven (7) calendar days prior to the effective date of the layoff or reduction. Each employee notice shall state the reason for the layoff or reduction and the effective date of the layoff or reduction. Affected employees shall be asked to fill out an Agreement form stating their intentions (i.e., bump within classification, bump to equal or lower paying classification, or go to recall list.) Employee will have three (3) full working days to make his/her decision.

Section 6.8 An employee who is laid off, reduced or displaced and who can exercise seniority and ability displacement rights to displace another employee in any equal paying or lower paying job classification as specified in Section 6.4 of this Article, and who does not choose to exercise such rights to displace another employee shall have recall rights only to the job classification from which the employee was laid off, reduced or displaced.

After bumping and/or riffing process is complete, should an employee transfer into another classification and it is determined that he/she is not deemed capable of performing the duties of that position, said employee will only have the option of being added to the recall list, and will not be afforded the opportunity to return to his/her previous position using the process as stated in Section 24.4. The employee or Board (designee or administrator) must make such a determination within forty (40) working days of the transfer.

Section 6.9 Recall of laid off, reduced or displaced employees to any job classification shall be made in the reverse order of the layoff, reduction or displacement before any new employees are hired into that job classification. Laid off, reduced or displaced employees will be recalled to any job classification which is equal or less in pay to the job classification from which laid off, reduced or displaced, according to the amount of seniority they have with the Board since their most recent date of hire, provided the laid off, reduced or displaced employee has the immediate ability, within the reasonable opinion of the Board or its designee, to then perform all the duties of the equal paying or lower paying job classification. The decision to recall any employees to any job classification shall be a decision for the Board. An employee recalled to his/her job classification shall have no further recall rights.

Section 6.10 An employee's seniority with the Board shall be broken, and employment and seniority status lost, for any one (1) of the following reasons:

1. voluntary resignation
2. termination or discharge for just cause
3. retirement
4. engaging in employment without Board permission while on a leave of absence which shall be considered as a voluntary resignation
5. layoff from active employment for longer than eighteen (18) consecutive months from the effective date of layoff
6. after layoff from active employment, failure to report for work within ten (10) calendar days following the hand delivery or certified mailing of a recall notice by the Board to an employee's last known address (except where an employee is offered recall to a position with fewer regularly scheduled hours)
7. obtaining a leave of absence under false representation

8. unexcused absence from work for a period of three (3) consecutive work days, in which case the employee will be considered as having voluntarily resigned
9. failure to report as scheduled following a vacation or authorized leave of absence without an excuse satisfactory to the Board, in which case the employee shall be considered as having voluntarily resigned.

Section 6.11 Any person who takes a position outside of the bargaining unit has no seniority rights if they return to the bargaining unit.

ARTICLE 7

WORK STOPPAGES

Section 7.1 The Association agrees that during the term of this Agreement, neither it nor its officers, agents or representatives will authorize, cause, instigate, condone, engage or participate in any work stoppage, sitdown, strike, slowdown, sympathy strike, picketing or bannering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in the Sycamore Community Schools or interrupt or interfere with any of the operations of the Sycamore Community Schools.

Section 7.2 No employee, during the term of this Agreement, shall authorize, cause, instigate, condone, engage or participate in any work stoppage, sitdown, strike, slowdown, sympathy strike, picketing or bannering, refusal to cross any picket line, boycott or any other action which may interrupt or interfere with the education of any student in the Sycamore Community Schools or interrupt or interfere with any of the operations of the Sycamore Community Schools.

Section 7.3 In the event of any violation of Section 7.1 or 7.2 above, the Association agrees it will immediately take all affirmative steps with the employees involved to correct the violation and to bring about an immediate resumption of the educational process and/or operations of the Sycamore Community Schools.

Section 7.4 A violation of this Article by any employee shall constitute just cause for the immediate suspension and/or discharge of the employee by the Board.

Section 7.5 At no time during the term of this Agreement will the Board lock out employees covered by this Agreement. Any closing of schools necessitated by economic conditions or such other conditions mandated or directed by the Board shall not be deemed a lockout under this Section.

ARTICLE 8

LEAVES OF ABSENCE

Section 8.1 Leaves of absence, without pay, shall be granted by the Board or its designee, for absences due to medical, disability, maternity, or professional opportunities that would greatly enhance the employee's services to the Sycamore Community Schools provided the employee has first exhausted all accumulated paid sick leave reserve. Employees who request, and receive, approved absence without pay must first use any of their personal leave days that they have left. All such leaves shall be granted for not less than three (3) consecutive work days. Employees granted such leave shall not accrue seniority or service time during the period of the leave, for pay, sick leave or other fringe benefit purposes, except for seniority layoff and recall purposes under Article 6 hereof, but shall not lose previously accrued seniority or service time. All requests for leaves under this Article must be discussed with Human Resources prior to the leave taking place. Leaves of absence and extensions thereof under this Article shall be granted in accordance with all applicable state laws.

Section 8.2 The Board shall grant military leaves of absence in compliance with all applicable Federal and State laws.

Section 8.3 Employees granted leaves of absence, without pay, shall not receive continuous service credit for the period of the leave for yearly salary step increase purposes or for amount of vacation entitlement and vacation pay purposes. Any member of the bargaining unit who is injured on job and is granted disability leave by the Bureau of Workers' Compensation shall not lose the ability to accrue seniority service time and sick leave.

Employees also will have the right to continue with medical and dental benefit plans at employee's expense. Since personal leave days can be used at any time during the school year, the employee will be paid for any personal days not used by the end of the school year.

Section 8.4 Leaves of absence, without pay, may be granted by the Board or its designee, but only for strong, compelling and justified personal reasons. Examples of such leave might include parent of new child, natural or adoptive, employee with a relative needing extended care and professional opportunities that would greatly enhance the employee's services to the Sycamore Community Schools. All such leaves shall be granted for not less than five (5) consecutive work days. Employees granted such leave shall not accrue seniority or service time during the period of the leave, for pay, sick leave or other fringe benefit purposes except for seniority layoff and recall purposes under Article 8 hereof, but shall not lose previously accrued seniority or service time. All leaves must be approved in advance in writing, by the Board or its designee. Advance approval may be waived in cases of extreme emergency. All requests for leaves under this Article must be in writing and must specify all the details which make the leave necessary. Leaves of absence and extensions thereof under this Article shall be granted for not more than a period of one hundred and twenty (120) calendar days.

Section 8.5 An employee returning from any leave of absence under this Article 8 will be reinstated to his or her former job classification or to another job classification as similar as practicable to the employee's former job classification and will be placed on the hourly wage schedule at the appropriate step increment level last held when in active service.

Section 8.6 The Sycamore Board of Education will comply with all provisions of the Family Medical Leave Act.

Section 8.7 Employees shall be entitled to a leave of absence under the Family Medical Leave Act (FMLA). Such leave shall not limit or lessen the leave provisions of this agreement.

Section 8.8 To the extent that the provisions of the Family Medical Leave Act are covered by paid leave provisions of this agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid sick leave benefits except as noted in next section.

Section 8.9 A parent of a new child (born to parent/spouse or adopted by parent/spouse) may utilize family medical leave while still maintaining a balance of sick days, but must adhere to the child care leave policy of this agreement.

Section 8.10 All classified employees who have worked 1250 hours in the preceding twelve (12) months are entitled to the provisions under the Family Medical Leave Act. The Board shall grant a leave of absence to employees who have been employed by the Board for one (1) full school year to care for a newborn child, an adopted infant under two (2) years of age or a child for whom the adoption agency requires full-time care. All child care leave shall be without pay.

(a) The employee shall have the options of taking child care leave for up to twelve (12) months or at an agreed upon return date.

(b) The employee shall submit a written application for child care leave to the Board's Superintendent or designee not fewer than forty-five (45) calendar days prior to the requested beginning date of the leave.

1. In case of any adoption, the employee shall submit the written application immediately upon notice of the actual date of receiving the child if this date is fewer than forty-five (45) calendar days prior to the requested beginning date of the leave.
2. A request not to take a requested child care leave or to take a leave not time requested, may be granted for compelling personal reasons within the sole and exclusive discretion of the Board's Superintendent.
3. After receipt of the written application for child care leave, the Superintendent or designee will notify the employee within five (5) working days of the Superintendent's recommendation to the Board.

4. The Board will act on the application for child care leave no later than the next regularly scheduled meeting and the employee will be notified of the Board's action within three (3) working days.

(c) It shall be the responsibility of the employee on a child care leave to notify the Superintendent or designee, in writing, by March 15 of any school year whether or not the employee will return to work on the date the leave expires.

1. The Board's Superintendent or designee, after receipt of the notification from the employee, will assign the employee to his or her former position or to a position as similar as practicable to his or her former position and the employee will be placed on the employee's base salary schedule at the range and increment level last held when in active employment with the Board.
2. If no timely notification in writing of whether or not the employee will return to work is received by the Board's Superintendent or designee, the employee shall be considered as having voluntarily resigned all employment with the Board and all individual employment contracts shall be immediately terminated and the employee shall have no right or re-employment or reinstatement to any employment with the Board.

ARTICLE 9

PAID PERSONAL BUSINESS LEAVE DAYS

Section 9.1 Each employee who is employed for a full school year (July 1 through June 30) or four (4) quarters shall be eligible for four (4) paid personal business leave days during that school year equal to the work hours in the employees regularly scheduled work day during that school year. Each employee who is employed for less than a full school year (July 1 through June 30) but for three (3) full quarters of a school year, shall be eligible for three (3) paid personal business leave days during those three (3) quarters equal to the work hours in the employee's regularly scheduled work day during those three (3) quarters.

Each employee who is employed for less than a full school year (July 1 through June 30), but for two (2) full quarters of a school year, shall be eligible for two (2) paid personal business leave days during those two (2) quarters equal to the work hours in the employee's regularly scheduled work day during those two (2) quarters. Each employee who is employed for less than a full school year (July 1 through June 30), but for one (1) full quarter of a school year, shall be eligible for one (1) paid personal business leave day during that one (1) quarter equal to the work hours in the employee's regularly scheduled work day during that one (1) quarter. If an employee terminates employment prior to the end of a school year (June 30), or prior to the end of a quarter of a school year, and the employee has previously used all eligible paid personal business leave days, the Board shall deduct from the employee's final paycheck, the appropriate pro rata amount of paid personal leave days which the employee was not entitled to receive because of failure to work the entire school year or the entire quarter of a school year.

Section 9.2 Paid personal business leave days shall not accumulate from one (1) school year to another school year.

Section 9.3 All paid personal business leave days shall be used to transact personal business or important personal obligations or emergencies which cannot be handled during an employee's non-working time. Fractions of days must be used when the necessary personal business does not require a full day's absence. Under no circumstances may any paid personal business leave days be used for any employment or self-employment purposes. An employee's use of paid personal business leave days for reasons other than those specified in this Section 9.3 shall constitute just cause for disciplinary action, including discharge, by the Board or its designee. If an employee uses paid personal business leave days for a court appearance, for which the employee receives fees from the court, the employee may retain such fees in addition to receiving paid personal business leave for time missed from work.

Section 9.4 Each employee shall make an electronic request for each paid personal business leave or fraction thereof, and all paid personal leave days must be approved by the Superintendent or designee. All requests for paid personal business leave days must be submitted three (3) days in advance to the Superintendent or designee before the paid personal business leave day or fraction thereof is to be used, unless an emergency arises, in which case requests during or after the absence may be made. In no case may more than ten percent (10%) of the employees covered by this Agreement, or in a particular building, job classification or area of operation, be granted paid personal business leave days on the same day.

Section 9.5 Paid personal business leave days shall not exceed a maximum of eight (8) hours pay per day at the employee's straight time hourly rate.

Section 9.6 Personal leave is not earned time off or vacation and should only be used in accordance with Section 9.3. For each whole personal leave day that is not used during any year beginning July 1 and ending June 30, the employee shall have the following options: (1) The Board will pay each employee $100 for each whole personal leave day not used (payment will be made at the annual "Welcome Back" meeting); or (2) unused personal leave days shall be converted to sick leave days. The employee shall notify the Treasurer's office of their preference by July 15 of each year.

ARTICLE 10

PAID SICK LEAVE DAYS

Section 10.1 Paid sick leave of one and one-fourth (1-1/4) days for each full month of employment with the Board, effective on the last day of each month, shall accumulate, up to fifteen (15) days a school year from July 1 through June 30. All unused days of accumulated paid sick leave shall be added at the end of each month to an employee's paid sick leave reserve.

Section 10.2 The Board's Treasurer or designee is authorized, upon employee request, to advance five (5) days of paid sick leave each July 1 through June 30 school year to those employees who have exhausted their accumulated paid sick leave, but the number of days

advanced cannot be greater than the number the employee will accumulate by the end of the current July 1 through June 30 school year and all advanced paid sick leave days shall be charged against the paid sick leave days an employee subsequently accumulates. Should the employee exhaust those five (5) days, the employee may request, in writing, additional discretionary paid sick leave days. The Superintendent or designee may not advance additional paid sick leave days in excess of the maximum possible days an employee can accumulate by the end of the current work year.

Section 10.3 Accumulated paid sick leave days shall be used only for the reasons set forth in Section 10.4 below.

For employees working 40+ hours/week

- Absent more than 6 hours: charged 1 full day of sick leave
- Absent 4–6 hours: charged ¾ day of sick leave
- Absent 2–4 hours: charged ½ day of sick leave
- Absent 2 hours or less: charged ¼ day of sick leave

For employees working less than 40 hours/week

- Absent more than ¾ of scheduled day: charged 1 full day of sick leave
- Absent ½–¾ of scheduled day: charged ¾ day of sick leave
- Absent ¼–½ of scheduled day: charged ½ day of sick leave
- Absent ¼ or less of scheduled day: charged ¼ day of sick leave

Section 10.4 Paid sick leave days may be used only for the following reasons:

1. For absence of the employee due to documented medical appointments, personal illness, personal pregnancy, personal injury or personal exposure to contagious disease which could be communicated to other employees or students;
2. For absence of the employee due to illness of employee's spouse, children or parents;
3. For absence due to death in the immediate family of an employee. Immediate family is defined as employee's spouse, children, parents, or other family member as discussed and approved by a Human Resources Administrator.

Section 10.5 The Board will show each employee's accumulated paid sick leave reserve on each employee's paycheck stub.

Section 10.6 An employee's failure to follow the procedures of this Article or an employee's use of paid sick leave days for reasons other than those specified in Section 10.4 above, shall constitute just cause for immediate discharge by the Board, or such lesser disciplinary action as the Board may determine in its sole and exclusive discretion.

Section 10.7 Fractional paid sick leave days must be used by an employee when the necessary absence as defined in Section 10.4 above does not require a full day's absence.

Section 10.8 Abuse and Excessive Use of Sick Leave
The Board retains its right, in accordance with Article 4, Section 2 to make, amend, and enforce reasonable rules and policies regarding the abuse and excessive use of sick leave.

Section 10.9 A total maximum of three (3) workday's bereavement leave will be granted. Up to three (3) workdays of leave will be granted for a death in the immediate family. In certain circumstances, up to five (5) extra bereavement leave days may be granted if a request is submitted to and approved by the Human Resources Department. The employee will be required to provide verification upon request. Such days of approved bereavement leave will be charged to accumulated sick leave. Personal leave can be used in the event all sick leave has been exhausted. Any employee requesting leave may be required to provide verification upon request.

Such days of approved bereavement leave will be charged to accumulated sick leave.

ARTICLE 11

ASSAULT LEAVE

Section 11.1 Employees who are intentionally or unintentionally injured from a physical assault by any student or other persons in the course of their employment with the Board, and who must be absent from work because of physical disability as a result of the assault, may request that they be given days off with pay for recuperation or court appearances as a direct result of the assault, which shall not be charged against the employee's paid sick leave or paid personal leave. Such request must be made in writing to the Superintendent or designee who shall make a decision regarding each assault leave request.

The Superintendent or designee, within his/her sole and exclusive discretion, may grant an assault leave with pay not to exceed a sixty (60) calendar day period and may within his/her sole and exclusive discretion grant extensions of such assault leave, but not to exceed a total period of one hundred eighty (180) calendar days. Each request for assault leave must have attached to it a statement from a duly licensed physician corroborating the employee's injuries sustained as a result of the assault and the length of time necessary for the leave. In the event paid sick leave or paid personal leave days are deducted from an employee's paid sick leave or paid personal leave accumulation, and the Superintendent or designee later approves an assault leave for the employee, credit for the paid sick or paid personal leave days will be reinstated on behalf of the employee.

Section 11.2 Employees who incur a loss of personal property (i.e., broken glasses, contact lenses, hearing aids) as a result of an occurrence as defined in Section 11.1 shall be reimbursed by the Board for the repair or replacement of said property. Any loss as noted above shall be reported on the Injury Report form at the time of the incident, for verification of loss. Employees shall submit written estimates or receipts to the Board for reimbursement.

ARTICLE 12

ASSOCIATION LEAVE

Section 12.1 Upon fourteen (14) workdays advance notice from the Association, the Board will grant a total of twenty (20) workdays each calendar year as paid Association leave of absence days and such leave days shall be used by employees selected by the Association to attend the Association's annual delegate conference. Additional days may be granted at the discretion of the Board. If additional employees choose to attend the annual delegate conference, said employee shall use any paid personal business leave days he/she is eligible to receive under Article 9 of this Agreement on his/her Association leave days, and if the selected employee is not eligible for any personal business leave days, he/she shall not be paid by the Board for Association leave days. The Association agrees to work with the Board to try to limit the number of employees in any one classification and/or building if said absences would severely impact the daily operational duties of said building/classification.

Section 12.2 The Association President shall receive up to four (4) hours per week of paid release time during the student calendar year to perform Association work in the District.

ARTICLE 13

PROFESSIONAL MEETINGS, EDUCATIONAL AND CERTIFICATION EXPENSE ALLOWANCES

Section 13.1 Employees may attend professional meetings whose primary purpose is the improvement of the employee's job performance or ability to serve the Sycamore Community Schools without loss of pay, upon the prior written approval of the Superintendent or designee. Necessary and actual expenses for travel, meals, lodging, and registration fees for conferences of employees who attend such approved meetings will be paid for by the Board or reimbursed to employees according to the Board's policies on reimbursement of employee costs for travel and attendance at professional meetings. If an employee attends a meeting, without loss of pay, as a paid speaker and/or consultant, and the employee's travel and living expenses are paid by the Board, then any payments received by the employee for the meeting from any third party shall revert to the Board up to an amount equal to the employee's salary, travel and living expenses paid by the Board.

Section 13.2 All necessary and actual employee travel and living expenses must be substantiated by paid receipts. Lodging expenses must be incurred by the employee at the most suitable, convenient facility and any additional lodging expenses incurred for an employee's spouse or children who may accompany the employee, shall be paid exclusively by the employee.

Section 13.3 Each mile of an employee's automobile travel mileage will be reimbursed at the maximum allowance rate, established by the Internal Revenue Service for the use of a personal vehicle for business purposes, which does not require the employee to pay income tax on the reimbursed rate.

ARTICLE 14

INSERVICE TRAINING AND INSTRUCTION

Section 14.1 Any employee or group of employees may receive in-service training or instruction each school year, if such training or instruction is deemed necessary by the Board. If such training and instruction is deemed necessary, employees will be required to attend the in-service training or instruction, unless excused for just cause by the Superintendent or designee. Employees will be paid their regular rate of pay for all time spent in in-service training and instruction. In-service training that is scheduled prior to school starting each year, shall not be scheduled more than one (1) week prior to the scheduled start of school for Sycamore students, for all bargaining unit employees except Transportation department employees and year-round employees. For Transportation department employees, in-service training that is scheduled prior to starting each year, shall not be scheduled more than one (1) week prior to the earliest scheduled start for any schools served by the department.

If classified employees are required to attend an in-service or training at a time other than during his/her regularly scheduled workday, he/she shall be paid his/her hourly rate of pay equal to the number of hours for each in-service or training session attended.

ARTICLE 15

WORKSHOP PAY AND COMMITTEE PAY

Section 15.1 Employees who are required by the Board to attend workshops for job certification purposes will be paid their regular rate of pay for all hours they are required to attend such workshops.

Section 15.2 The cost of any workshops employees are required to attend under Section 15.1 above will be paid for by the Board.

Section 15.3 Classified employees who serve on district-wide paid committees shall be compensated for work that occurs outside their contractual workday at the Board-approved miscellaneous hourly rate of pay. Such work must be approved in advance by the Superintendent or designee. Work on any committees shall not count towards hours worked for purposes of overtime.

Paid committees are Staff Development, Wellness, Health Benefits Committee, Safety, and Labor Management Committee. If the Board creates a new committee where a decision/vote would be made that could affect Classified staff with regards to working hours, wages or condition of employment, OAPSE will be afforded an equal number of committee member(s) to said committee as the Certified staff.

ARTICLE 16

JURY DUTY PAY

Section 16.1 The Board will pay employees who are required to serve on jury duty for all regularly scheduled work hours, with the employee also being permitted to retain any jury duty remuneration.

Section 16.2 In order to receive jury duty pay an employee must notify his/her immediate supervisor immediately after being summoned for jury duty and must furnish satisfactory evidence to the Board that jury duty was performed on the days for which payment is claimed, with a statement from the Clerk of Court setting forth the amount of jury fees received for each day.

Section 16.3 Employees who work 2nd and 3rd shift who serve jury duty will be excused from work for that day. Employee must provide a daily "work statement" from the jury commissioner as proof of jury duty each day that they are required to report for jury duty. Employees must report to work their regular shift on days that they are excused from jury duty. The employee will be responsible for reporting their work status to their immediate supervisor as soon as they are notified if they will or will not be needed for jury duty so that arrangements for a substitute can be made if needed.

Section 16.4 This Article shall have no application to employees who are in their probationary period as defined in Article 26 of this Agreement.

ARTICLE 17

HOURS OF WORK AND OVERTIME

Section 17.1 The regular work week and regular work day of all employees shall be established by the Board or its designee and there shall be no guarantee to any employee of any number of hours of work per day or per week. All employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in any one (1) work week, at the job classification(s) wage rate(s) within which they worked during the overtime hours. The work week shall be Monday through Sunday. All hours worked by an employee which are paid as overtime hours or which are beyond the employee's regularly scheduled work day or work week must have the prior approval of supervision. All extra time, other than regularly scheduled hours and/or regularly scheduled overtime, shall be paid on a one pay period delay.

A. Overtime will be assigned on a rotation by seniority basis for child nutrition services, maintenance, custodial and transportation employees in each building. Overtime will be offered to the most senior person first on a continuous seniority rotation basis.

1. If the overtime assignment is offered and the employee refuses, the offer goes to the next senior employee on the rotation list, and so on. Once an employee accepts overtime, they go to the bottom of the rotation list until all other employees receive an overtime assignment, or at least have the first right of refusal. If an employee turns down overtime, he/she will not be eligible for the next available overtime until the continuous seniority rotation has been completed. The number of overtime hours will not factor into the overtime rotation. Employees who have accepted overtime will be able to accept the next overtime opportunity, but only if all other eligible building employees in that classification have refused the overtime.

2. There shall be two (2) overtime rotation lists for custodians, one (1) for weekdays and one (1) for weekends. When no regular custodian in a building accepts the overtime opportunity, overtime shall be offered by seniority to other employees in that classification who respond to an overtime notice sent via email by the Director of Operations or designee. If an employee responds to this overtime notice, he/she must accept the assignment.

3. For the purpose of athletic events, the Junior High and High School shall be considered a single location when determining overtime. All athletic event overtime shall be offered to maintenance staff first.

4. If an overtime assignment at a building is not accepted by that building's employees, then, in such event, employees outside that building may bid on the overtime assignment through a District-wide continuous seniority rotation basis.

5. Employees may opt-out of the aforementioned overtime rotation lists by providing email notice to their immediate supervisor.

6. Management may deviate from the above-referenced seniority rotations to attend to any short-notice (24 hours or less) need for overtime work. In such event, management will have discretion to select the employee to perform the overtime assignment.

7. All overtime work shall be assigned to bargaining unit employees within their classification. Work shall not be given to substitutes to avoid overtime pay for bargaining unit employees.

B. The overtime assignment procedures in Section 17.1.A. shall also apply to Educational Assistants but amended, as follows:

1. Administration shall have discretion to assign extra work to a particular educational assistant in the event individualized student needs require such assignment or when consistency of assignment to a particular activity will improve efficiency and effectiveness.

2. Should B.1. not apply, then extra work assignments shall be assigned on a rotation by seniority basis, as detailed in Section 17.1.A.

3. Those Educational Assistants who are not interested in extra work assignments shall declare their intent to their building principal at the beginning of each school year and their name will be removed from the seniority rotation.

Section 17.2 Newly hired employees may be scheduled for a regular work week or regular work day of fewer work hours than are worked by other employees within their job classification.

Section 17.3 Hours for which an employee is paid, but which he or she does not work, because of approved paid sick leave, approved paid personal business leave, paid jury duty, or paid vacation, shall not be computed as hours of work for the purpose of determining the number of hours worked during a work week for overtime pay purposes under this Article. Hours for which an employee is paid, but which he or she does not work, because of a holiday recognized as a paid holiday under this Agreement or a calamity day, shall be computed as hours of work for the purpose of determining the number of hours worked during a work week for overtime pay purposes under this Article, but only if the holiday(s) missed from work fall within the regularly scheduled work week of the employee.

Section 17.4 When it becomes necessary to close schools because of inclement weather or calamity, employees will receive their regular hourly rate of pay for all hours missed from work due to the inclement weather or calamity, provided they would have otherwise worked those hours during their regularly scheduled work day. Employees who work on inclement weather or calamity days when schools are officially closed, shall receive the following: (1) Their regular rate of pay for all hours they would have normally worked during their scheduled workday; and (2) their regular rate of pay for all hours actually worked on the calamity day. Transportation employees who work on inclement weather days or calamity days that result in a delayed start of school shall be compensated at their regular hourly wage rates for all hours worked beyond their regularly scheduled driving time.

All classified employees will not report on any day that is declared a calamity day unless they are specifically requested to report to work by supervision. In the event Hamilton County declares a level 3 emergency, only maintenance workers will be required to report to work, if directed by their supervisor.

Section 17.5 An employee who is called in to work and who makes a separate trip both to and from work for a period of work other than the employee's regularly scheduled work day, shall receive a minimum of two (2) hours pay.

Section 17.6 The working time of each employee is to be devoted exclusively to productive work and the Association agrees that its officers, representatives, agents and members will not solicit employees for Association membership or conduct any other Association business or activity during working time or otherwise interfere with any employees during working time, unless otherwise approved in advance by supervision. There will be no restriction of Association talk during employees lunch or dinner break, or their break time, or if approved by supervisor or administrator.

Section 17.7 In the event it is necessary for the Board to permanently reduce the number of regularly scheduled overtime or straight time work hours per work day or work week for those employees in a job classification, due to lack of work, lack of funds or abolishment of positions, the employees within the classification shall be reduced according to the amount of seniority they have within the classification, as defined in Section 6.3 of this Agreement, so that no senior employee within the classification will be permanently required by the Board to work fewer regularly scheduled hours per work week than any junior employee within the same classification after the permanent reduction in hours. This Section 17.7 shall not apply to newly hired employees whose work hours are scheduled under Section 17.2 above, to any employees in any job classifications who agree to work fewer hours than provided for in this Section, or to any reduced hours of work in any job classification during any summer student recess, winter student recess or spring student recess period.

Section 17.8 Compensatory time will not be earned or accumulated at any time. All employees will be paid for any approved time worked above and beyond their regularly scheduled time.

ARTICLE 18

HOURLY WAGE RATES AND YEARLY STEP ADJUSTMENTS

Section 18.1 Yearly step adjustments in hourly wage rates in the respective job classifications, as set forth in Appendix "B" of this Agreement shall be made on July 1 of each year. If an employee is hired prior to a March 1 hiring date, their first yearly step adjustment will take place on the first July 1 following their date of hire and on each succeeding July 1 thereafter. If hired after March 1, the employee will need to work for the District through the second July 1 after their date of employment to obtain their first step adjustment, then will receive yearly step adjustments on each July 1 thereafter.

Section 18.2 If an employee moves to an equal or lower paid job classification the employee will be placed on the wage step of the equal or lower paid classification's pay schedule that he/she would have been on had all of his/her board work experience been in that classification, except that in no case shall an employee who moves to a lower paid classification receive a higher rate of pay than he/she had been receiving in his/her higher paid job classification.

Section 18.3 Bus drivers will receive their regular, hourly rate of pay for performing "behind-the-wheel-trainers" work.

Section 18.4 Any employee changing their status (increase or decrease in the number of daily hours worked) will maintain their previously accumulated sick leave, vacation leave and personal leave balances.

Section 18.5 The position of lead custodian at the high school will receive seventy-five cents ($0.75) per hour in addition to the hourly rate received on the custodian salary schedule.

Section 18.6 Mechanics and maintenance employees who obtain and/or renew certifications directly related to their assigned job duties shall receive an annual stipend of seventy-five dollars

($75.00) for each certification, provided such certifications are pre-approved by management as job-related and such approval is not unreasonably denied. Multiple certifications earned or renewed during the year shall each qualify for the stipend, which shall be paid promptly following verification of completion and approval.

Section 18.7 The Board shall make a one-time payment of $250 to all OAPSE employees hired prior to July 1, 2026. This payment shall be made as part of the first pay in December of 2026.

ARTICLE 19

RELEASED TIME FOR MEALS

Section 19.1 All employees working five (5) or more consecutive hours per day shall be entitled to a one-half (1/2) hour period of released time without pay for a meal at a time to be determined by his/her supervisor. The employee may leave his/her work place during the meal period if he/she so desires.

Section 19.2 An employee who works in two classified positions in consecutively scheduled work assignments and who is working at least three (3) hours but not more than five (5) hours is entitled to a ten (10) minute break period to be scheduled by supervision.

Section 19.3 Employees that work five (5) consecutive hours are entitled to one (1) fifteen (15) minute break. Employees that work no less than seven (7) hours are entitled to two (2) fifteen minute breaks. All breaks will be taken at regularly scheduled time or when time permits as approved by supervisor.

ARTICLE 20

HOLIDAYS

Section 20.1 Employees who work less than 195 days per calendar year are, if otherwise eligible, entitled to the following eleven (11) paid holidays:

Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Day Before Christmas Day
Christmas Day
Day After Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Designated Flex Holiday that is stated within the work calendar
Memorial Day

Employees who work one hundred ninety-five (195) days or more per calendar year are, if otherwise eligible, entitled to the following thirteen (13) paid holidays:

Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Day Before Christmas Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
President's Day
Designated Flex Holiday that is stated within the work calendar
Memorial Day
Juneteenth
Independence Day

Section 20.2 Holiday pay shall consist of the number of regularly scheduled hours the employee would have worked on the holiday if work had been scheduled, times the employee's then existing straight time hourly wage rate, but in no event shall the number of hours paid exceed eight (8) hours per holiday. If an employee is called in to work on an actual contracted paid holiday as listed in Article 20, Section 20.1 (including Independence Day) employee will be paid time and a half for all hours actually worked that day in addition to their regular straight time hours for the holiday.

For work contracted out to other communities or private schools or businesses, employees will receive time and a half their current hourly wage, unless otherwise negotiated by this bargaining unit.

Section 20.3 In order to be eligible for holiday pay, an employee must be on the active payroll and must work his/her entire scheduled work day immediately preceding and immediately following the holiday or days celebrated as the holiday. Should the employee have prior approval to use paid personal leave or paid vacation day or should the employee have a physician's statement to verify use of sick leave, he/she will be eligible to receive holiday pay.

Section 20.4 A paid holiday as defined in this Article which falls during an employee's approved vacation period shall not be charged against vacation day accumulation.

ARTICLE 21

JOB DESCRIPTIONS

Section 21.1 The Board shall have the authority to devise and write all job descriptions for each job classification employees are employed in under this Agreement. The Association shall be furnished a copy of each job description.

Section 21.2 Prior to the Board changing any job description for any employees employed under this agreement, the Board shall first notify the Association and provide a copy of the job description and the effective date of the change for input. The phrase "Performs all other duties assigned by supervision" in all job descriptions shall be changed to read "Performs all other duties assigned by supervision within the scope of this job description."

ARTICLE 22

PERSONNEL FILES

Section 22.1 The personnel file of each employee shall be maintained electronically.

Section 22.2 Upon request, employees shall be provided with copies of any written material before it is placed in the employee's personnel file. An employee shall be given an opportunity to prepare a written response to material in his or her personnel file and any written response must be attached to the material.

Section 22.3 An employee shall have the right at any reasonable non-working time to examine in the presence of a supervisor, and/or obtain copies of, any material within the employee's personnel file.

Section 22.4 All personnel files shall be kept in confidence; however, both parties acknowledge the Board's obligation to produce records in response to a proper public records request. A copy of any document obtained from an employee personnel file by the Board or its designee and relied upon by the Board or its designee at a grievance or arbitration hearing shall be supplied to the Association at the hearing.

Section 22.5 Materials placed in the personnel file of the employee, after the initial employment procedure has been completed, shall include the following:

a. The initials of the employee in whose file the entry is being made and date of employee initials and the initials of the administrator placing information in the file and the date the item was placed in the file.

b. Material will not be placed in an employee's file that is considered to be anonymous.

c. Evaluations that have been completed and signed by the employee and officials records i.e., transcripts and certificates, sent to the Board at the request of the employee, and signed letters or notices from the Board's administration, stating that they will be placed in the employee's personnel file, may all be placed directly in personnel files upon receipt without requiring the employees initials.

Section 22.6 The employee's signature or initials on a personnel file document does not indicate agreement with the contents of the materials, but indicates only that the materials have been inspected by the employee. All employees have the opportunity to reply to any critical material in their personnel file by a written statement which will be attached to the file copy of the critical materials.

Section 22.7 Written reprimands shall be expunged from the employee's personnel file after four (4) years, upon written request from the employee, provided there has been no subsequent record of disciplinary action entered or pending.

ARTICLE 23

NO DISCRIMINATION

Section 23.1 The Board and the Association shall comply with all applicable laws governing equal employment opportunities; non-discrimination and anti-harassment.

Section 23.2 The parties will not discriminate against any bargaining unit members with respect to wages, hours, or any term or conditions of employment by reason of his/her participation, or non-participation in any activities of the Association, or membership, or non-membership in the Association.

Section 23.3 The Board agrees to uniformly apply all policies, rules, regulations and administrative rules and regulations to all bargaining unit members throughout the Sycamore Community School system.

ARTICLE 24

JOB CLASSIFICATION TRANSFERS

Section 24.1 Any employee may be temporarily transferred from his/her job classification to another job classification for a temporary period. The Board or its designee shall determine within which job classification temporary transfers shall take place. After selecting the classification, temporary transfers to lower paid job classifications shall take place in the inverse order of seniority, as defined in Article 6 of this Agreement, within the selected job classification, provided the employee has the immediate ability, within the reasonable opinion of the Board or its designee, to perform all the work requirements of the job classification to which he/she is transferred. After selecting the classification, temporary transfers to higher paid job classification shall take place in order of seniority, as defined in Article 6 of this Agreement,

within the selected job classification, provided the employee has the immediate ability, within the reasonable opinion of the Board or designee, to perform all the work requirements of the job classification to which he/she is transferred. Employees shall be notified of temporary transfers in writing, except where written notice is not practicable. If employees are temporarily transferred to a lower paying job classification, they shall not receive any reduction in their wage rate for all hours worked in the lower paid classification. If employees are temporarily transferred to a higher paying job classification, they shall receive the step wage rate of the higher paid classification which equals their length of service with the Board, for all hours worked in the higher paid classification, after seven (7) consecutive days of work in the higher paid classification.

Section 24.2 An employee who is transferred to another job classification due to a layoff, reduction in force, displacement shall receive the step wage rate of pay of that job classification equal to the employee's length of service with the Board, except that in no case shall an employee who moves to a lower paid job classification receive a higher rate of pay than he/she had been receiving in the higher paid job classification.

Section 24.3 Should a temporary position occur which administration anticipates will be available for fifteen (15) work days or more, they shall first consult the file of applications for temporary transfer. Part-time employees who wish to be considered for temporary transfer may place an application on file with Personnel. If in the reasonable opinion of the Board or its designee, said employee has the immediate ability to perform all the work requirements of the temporary position he/she will be transferred into this temporary position. If more than one qualified person applies, then seniority will be used to select the applicant. Section 24.1 shall apply to the rate of pay.

Section 24.4 Permanent Transfer - Shall mean an assignment to the current building or another building in the same classification. An employee may bid on any posted position within their classification. The posted position will be awarded to the most senior applicant. Poor attendance, (does not include long term illness or bereavement), unfavorable evaluations, or inability to perform the duties outlined in the job posting, may be used to disqualify the applicant the right to transfer. If the employee transfers into the posted position and finds they do not wish to remain in the position, or if the Board decides the person is not meeting expectations of the job, either party may request the employee be transferred out of the position. The position would be reposted, filled with a replacement, and the employee being transferred out of the position due to their own desire or as a result of the Board's desire will be assigned to the position vacated by the person replacing them. If they are replaced by an employee coming from a different classification, they would be returned to their former classification and a process for reduction in force would be initiated. The employee or Board must make such a request within 40 working days of the effective date of transfer. Per Section 30.2 of this Agreement, the Board may opt to fill the Junior High and High School secretarial positions whose duties include supporting the Treasurer's office.

Involuntary Transfer - Should an employee be involuntarily transferred on a permanent basis, the Board and the employee shall meet upon the request of the employee and confer as to the reasons for such involuntary transfer. The employee's pay cannot be reduced as a result of an

involuntary transfer. An employee cannot be transferred involuntarily to a position paying less than their current position without the approval of the employee.

Section 24.5 Openings for an Educational Assistant that occur after the first work day of the Educational Assistant contractual work year will be filled as deemed necessary by the Board with a replacement Educational Assistant without posting.

Replacement Educational Assistants hired after the first work day of the Educational Assistant contractual work year will be placed at the appropriate step of the EA wage schedule per Article 30.6 of the Master Agreement. Replacement Educational Assistants shall be entitled to receive Board provided fringe benefits commensurate with permanent Educational Assistants who work the same or similar daily hours.

Replacement Educational Assistants who are appointed after the first work day of the Educational Assistant contractual work year will be considered probationary (i.e. at-will) employees for the balance of the school year in which they are initially employed. Such contract shall automatically expire at the end of the school year or at the return to duty of the regular Educational Assistant (as applicable), whichever comes first, without the Board having to take action or providing notice of non-renewal as may be otherwise required by law. Replacement Educational Assistants shall have no right to receive a contract as a regular Educational Assistant based upon their employment as a Replacement Educational Assistant.

The unposted position filled by the Replacement Educational Assistant will then be posted by May 31st for the following school year if it still exists. Name(s) of the Replacement Educational Assistant and the building where they are assigned, will be given to the Association President as they are placed in those positions.

ARTICLE 25

RIGHTS OF EMPLOYEES AND ASSOCIATION

Section 25.1 Shortly after the start of each school year, the Board shall prepare a seniority list for each job classification, showing each employee's most recent date of hire by the Board. The seniority lists shall be made available to the employees and the Association.

Section 25.2 The Association Field and/or Chapter Representative shall be permitted to confer with employees during the employee's break or lunch periods at their work stations, provided the field and/or Chapter Representative is not on Board paid working time. The Representative will, upon entering a building owned by the Board, immediately notify the building principal or supervisor of his/her presence in the building. In addition, Association Representatives shall be given one opportunity within the new employee's first month of employment to speak with the employee for a period of no longer than ten (10) minutes to discuss the benefits of union membership. Such meeting shall not disrupt the work environment.

Section 25.3 Copies of Board agendas and any addendum shall be made available to the Association Chapter President or his/her designee per the District's website.

Section 25.4 If the Board or its designee evaluate the job performance of an employee, the completed job evaluation form shall be read and signed by the employee, but only for the purpose of demonstrating that the employee knows the contents of the evaluation form. If an employee refuses to read and/or sign a completed job evaluation form, the completed form may be placed in the employee's personnel file, with the supervisor making a notation on the form to demonstrate that the employee was given the opportunity to read and sign the form, but refused to read and/or sign the form.

Section 25.5 Provided prior approval from the building principal or superintendent's representative is attained, the Association and its representatives shall have the right to use board buildings prior to or at the conclusion of the employee workday. No charge shall be made for use of instructional rooms. Use of buildings shall not conflict with other scheduled events. Approval for use of the building will not be unreasonably withheld.

Section 25.6 At least one (1) bulletin board shall be provided in each building or facility to which bargaining unit members may be assigned. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin board space. In general, notices, etc., will be posted on the designated bulletin board, but if necessary may be posted in daily bulletins, or sign in areas in each building.

Section 25.7 The Board will provide a copy of this agreement on the District website within thirty (30) calendar days after the agreement is signed by the parties. Paper copies will be provided to the employees upon hire and the Board agrees to furnish the Association President upon request with a sufficient number of paper copies based on membership within a reasonable amount of time after the signing occurs. The Board will inform all new classified employees as to where they can view the agreement.

Section 25.8 The Board will produce an employee handbook at the start of each school year.

Section 25.9 The Association shall have the right to send notices to employees' mailboxes/email when approval is given by building principal or designee.

Section 25.10 In the future the Board of Education and the Superintendent will make an effort to have representatives from OAPSE on any committee deemed appropriate by the administration or Board of Education. The rate of pay will be listed on the board approved miscellaneous rates of pay.

Section 25.11 The Association President shall be notified of any and all special Board meetings in accordance with the Ohio Sunshine Law. The Association President, upon notification to his/her immediate supervisor, 24 hours prior to the Board of Education meeting, shall have the option to attend any and all regular or special board meetings.

Section 25.12 The Association President and Field Representative shall have up to thirty (30) minutes to address members of the bargaining unit at in-service meetings in conjunction with the

start of the school year. Administration retains the right to determine the agenda of the meeting and when Association representatives shall address membership.

Section 25.13 The Association President shall receive up to four (4) hours per week of paid release time during the student school calendar (August through May) to perform Association work in the district.

ARTICLE 26

PROBATIONARY PERIOD

Section 26.1 All new employees shall serve a probationary period of one hundred seventy-five (175) actual days of work before receiving a seniority status. No hiring is final until the employee has satisfactorily completed his/her probationary period. The Board may terminate a probationary employee at any time during the employee's probationary period for any reason in the sole and exclusive discretion of the Board, and if any such employee is terminated, neither the employee nor the Association shall have the right to challenge the termination under the grievance and arbitration procedure of this Agreement, or any other provision of this Agreement. If an employee is retained beyond his/her probationary period, the employee's seniority shall date back to his/her most recent date of hire.

Section 26.2 The probationary period for current employees who change job classifications will be ninety (90) workdays. If the Board or its designee decide to return the employee to his/her previous classification, the Board or designee will give written notice to the employee before the expiration of the probationary period. The employee who is being returned to their previous classification will maintain seniority and return to the rate of pay for that classification. However, the employee is not guaranteed his/her prior position. Newly hired employees must complete their initial probationary period before transferring to another position or building (unless involuntarily transferred by the Superintendent or Superintendent's designee).

Section 26.3 Notwithstanding the provisions of Section 24.5 for replacement Educational Assistants, employees hired after April 1 may be hired by the Board on a temporary basis to complete the school year.

ARTICLE 27

SAVINGS CLAUSE

Section 27.1 If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation or order issued by any governmental authority other than the Board, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect thereafter so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions of this Agreement which shall continue in full force and effect.

Section 27.2 In the event of suspension or invalidation of any provision of this Agreement, the parties will meet and negotiate within thirty (30) calendar days after such event for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 28

GRIEVANCE AND ARBITRATION PROCEDURE

Section 28.1 A grievance is defined as a dispute an employee or a group of employees may have with the Board relating to the interpretation, application or alleged violation of the express terms of this Agreement. A grievance from a group of employees must have arisen out of identical factual circumstances affecting each member of said group to constitute a group grievance and must be signed by each employee in the group.

Section 28.2 An employee or a group of employees have the right to present grievances to the designee of the Board and have them adjusted. An employee who has a grievance shall have the right to have another employee of the Board of his or her choosing present at the grievance hearing at any step of the grievance procedure. The chosen employee may or may not be a representative of the Association. The employee or group of employees may ask the Association President or Grievance Chairperson to represent them. If the employee or group of employees refuse Association representation and present the grievances on their own, the designee of the Board shall notify the Association President of the grievance, and the time, date and location of the first step of the hearing. In the event of a change, the Association shall be notified.

The Association President or designee has the right to sit in on each step of the grievance procedure. The Association President or Grievance Chairperson will be notified of the outcome of the grievance.

An employee or group of employees shall also have the right to have the Association's field representative present at any hearings held in the second and third steps of Section 28.3. The Board representative in the second and third steps of the grievance procedure shall have the right to have other Board representatives present at any hearings in the second and third steps of Section 28.3. Additional persons may be asked to be present at any grievance hearing by mutual agreement between the employee or group of employees and the Board's representative directly involved at that step of Section 28.3.

Section 28.3 An earnest effort shall be made to adjust grievances promptly in the following manner and order:

FIRST STEP: Should an employee or group of employees believe a contract provision has been violated said employee shall first discuss such grievance with his/her supervisor which may include Association representation. The employee shall advise the supervisor that this is Step One of the grievance procedure before the discussion begins.

SECOND STEP: If the discussion at step one does not resolve the grievance to the satisfaction of the grievant, the grievant shall have the right to file a written grievance with his/her supervisor. The grievance shall be filed within (14) calendar days after the event has occurred giving rise to the grievance. The grievance must be submitted in writing on a form as set forth in Appendix "A", signed and dated, and presented to the Supervisor or Administrator directly involved who has authority in the matter or their respective designee.

The grievance shall state: (1) the alleged cause of the grievance, including date, time and place; (2) provisions of this Agreement about which there is a dispute relating to its interpretation, application or alleged violation; and (3) the remedy requested. The Supervisor or Administrator or designee directly involved shall hold a hearing with the grievant or a representative of a group of grievants to investigate and discuss the grievance within ten (10) calendar days after the grievance is presented to the Supervisor or Administrator. The Supervisor or Administrator or designee shall give a written answer to the grievance to the grievant or the representative of a group of grievants within ten (10) calendar days after the hearing.

THIRD STEP: If the grievance is not settled in the second step, the written grievance may be presented to the designee of the Board within ten (10) calendar days after receipt of the second step answer. The written grievance may be presented by the grievant or representatives of a group of grievants to the Association on behalf of the grievants. Within ten (10) calendar days after the close of the hearing, the Board's designee shall give a written answer to the grievant/grievants.

FOURTH STEP: Mediation (Optional). By mutual consent, a grievance unresolved at Step 3 may proceed to mediation through the Federal Mediation and Conciliation Service (FMCS) or a mutually agreeable third-party mediator. In the event that the parties agree to third-party mediation, they shall equally share the mediator's fees and incidental costs; each party shall bear the cost of its own representatives. Mediation must be requested within ten (10) workdays of the Step 3 decision. If unresolved, the grievance may proceed to arbitration within thirty (30) calendar days after the mediation session.

FIFTH STEP: Arbitration. Only the Union may advance a grievance to arbitration. Notice of intent to arbitrate must be submitted in writing to the Superintendent within thirty (30) calendar days of the Step 3 decision or conclusion of mediation at optional Step 4. The arbitrator shall be selected through FMCS in accordance with its rules or a mutually agreeable third party. The Employer and Union shall equally share the arbitrator's fees and incidental costs; each party shall bear the cost of its own representatives. The arbitrator's decision shall be final and binding, provided it is in accordance with the law. The arbitrator shall have no authority to add to, subtract from, or modify the Agreement, but shall have full authority to interpret and apply its provisions to the specific grievance presented.

Section 28.4 Within ten (10) calendar days after receipt of such notice of intent to arbitrate, a representative of the Board and a representative of the Association may select an arbitrator to hear and decide the grievance. If they are unable to agree upon the selection of an arbitrator, either representative shall request the FMCS to submit a list or lists of arbitrators from which one (1) will be mutually selected by the representatives. Each party shall have the right to reject one list. Only grievances which involve the interpretation, application or alleged violation of an express provision of this Agreement may be submitted to arbitration. The arbitrator shall have no power to add to, subtract from or change, modify or amend any of the terms or provisions of this Agreement or any other written Agreements between the parties, nor shall he have any authority to hear or determine any dispute involving the exercise of a Board function which is within the authority of the Board as set forth in Article 2 of this Agreement. The arbitrator shall

have no authority in disciplinary cases to modify the disciplinary penalty imposed unless the penalty is arbitrary or discriminatory. All decisions and awards made by an arbitrator, if within his/her authority as defined in this Agreement, shall be final and binding on the Association, the Board and the employees covered by this Agreement.

Section 28.5 The settlement of any grievance at any Step of the grievance procedure and the decision and award of any arbitrator deciding any grievance shall not constitute an admission by either party that any provision of this Agreement has been violated and shall not constitute a precedent or be cited or relied upon by either party to this Agreement in any other grievance and/or arbitration cases.

Section 28.6 Any grievance which has not been presented in the grievance procedure within the time limits for presentation of grievances, and any grievance which is not appealed to the next step of the grievance or arbitration procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to further discussion or appeal.

Section 28.7 Pursuant to Section 4117.10 (A) of the Ohio Revised Code, it is hereby agreed that since this Agreement provides for final and binding arbitration of grievances, the Board, Association and employees are subject solely and exclusively to the grievance and arbitration procedure of this Agreement and the State Personnel Board of Review and/or any civil service commissions shall have no jurisdiction to receive, hear and/or determine any appeals or other actions relating to matters that could have been the subject of a grievance under this Agreement.

Section 28.8 Each party shall pay the cost and expenses incurred by it in connection with the arbitration, except that the cost and expenses of the arbitrator and the cost of a hearing room shall be borne seventy-five percent (75%) by the party losing the arbitration case and twenty-five percent (25%) by the party winning the arbitration case. Either party may have a court reporter present at any arbitration hearing. The parties shall share the cost of the court reporter if they mutually agree to have a court reporter present. If the parties do not so agree, the party desiring the court reporter shall pay the full cost; provided, however, that if the other party wishes to purchase a copy of the record or review the record of the court reporter, that party shall then be obligated to pay one-half (1/2) of the cost of the court reporter. Either party may request the presence of an employee during the course of an arbitration hearing, provided, however, that the employee's attendance at the hearing shall be at the sole expenses of the party making the request, except that employees who have unused personal business days shall use such paid days for attendance at any arbitration hearings held during their working time.

Section 28.9 All steps and time limits specified in this Article are mandatory and the steps may be waived and the time limits extended or reduced only by written mutual agreement of the Association and the Board's Superintendent or his or her designee.

Section 28.10 An arbitrator may not hear and determine more than one (1) grievance unless the presentation of more than one (1) grievance to him is mutually agreed to by the Board's Superintendent and the Association.

Section 28.11 The Board shall not be required to make any payment or payments for backpay or any other benefits for any period prior to the date on which a written grievance was filed. A claim for backpay by an employee who has been discharged or suspended for disciplinary reasons or laid off or otherwise terminated and who is later reinstated with backpay shall be limited to the amount of straight time pay which the employee would otherwise have earned from his employment with the Board, less any earnings, income, compensation or benefits received by the employee, which he is not required to return, for the period covered by the claim.

Section 28.12 An Open Door Committee consisting of the Association President and one member of the Association plus the Superintendent or his/her designee or the labor management committee will be called together to discuss areas of concern with no fear of reprisal of any form to the employee who raised the questions or concern.

ARTICLE 29

SHIFT CHANGE

Section 29.1 The following will be used to determine/define each shift for the custodian classification and will be used to determine the shift differential pay as indicated:

1st Shift - Day Shift – no differential pay
2nd Shift - Start time of 2:00 p.m. and after – pay differential of forty cents ($0.40) per hour
3rd Shift - Start time of 10:00 p.m. and after – pay differential of sixty-five cents ($0.65) per hour
Mid-Shift - Start time of 11:00 a.m. to 7:30 p.m.

Custodial employees working the mid-shift assignment on a temporary basis will maintain their current rate. Custodial employees who make a permanent change to a mid-shift assignment will not receive any pay differential.

Summer Shifts

Custodial employees will receive shift differential pay during the summer months when they are switched to first (day) shift.

Shift Changes

Shift changes will be defined as follows: A permanent change in an employee's starting/ending time of more than three (3) hours will constitute a shift change. Employees will be given seven (7) working days advance notice of any starting/ending time change that involves a change of more than three (3) hours before or after their original starting time, if possible. Seniority rules will apply (i.e. senior person has the right to accept or decline the shift). Employees will be given forty-eight (48) hours advance notice of any temporary starting/ending time change that involves a change of less than three (3) hours before or after their original starting time, if possible. A temporary adjustment to an employee's starting/ending time does not constitute a shift change. Seniority rules will apply (i.e. senior person has the right to accept or decline the shift).

Starting/ending time changes can occur at any time by mutual agreement of the employees and the Board.

If supervision chooses to reduce or increase the number of employees needed for any shift, (i.e. during the summer, winter, or spring breaks, or a day when students are not in school) they may require that employees temporarily change their shift or starting/ending times. Seniority rules will apply. (i.e. Senior person in that building has the right to accept or deny the change. If no employee wants to change, then the least senior employee(s) must change.)

ARTICLE 30

JOB POSTING PROCEDURE

Section 30.1 When a permanent position becomes open within the bargaining unit as defined in Section 1.2 of this Agreement, whether newly created or an existing position that is vacated, such position shall be posted for bid within 10 working days of notification or vacancy on employee bulletin boards and on the district website for a period of five (5) working days. If the Board makes the decision not to fill the position immediately, the Association President will be notified. If the Association does not have a separate bulletin board, a section of any present employee bulletin board shall be designated for Association notices and job posting notices. Employees shall have the right to apply for the posted position within the five (5) working day posting period. Bids must be made via e-mail or in writing to the supervisor indicated on the job posting before the expiration of the posting period. Employees may enter bids for jobs in classifications that have a higher, lower or the same rate of pay as the classification they are in at the time of their bid. Employees applying for secretary jobs will be required to apply through the district's on-line application system. If an employee bids on a job in their same classification, it will be considered a transfer and the rules of Section 24.4 will apply. Employees are responsible for contacting the Board for job descriptions, pay scale and job responsibilities.

Section 30.2 Current bargaining unit employees who bid for a position will be given due consideration, including review of their application or resume, and an interview if application and/or resume provides skills, qualifications, and/or experience in the classification of the posted position(s).

Section 30.3 The Board shall award the job bid within thirty (30) calendar days of posting. Should extenuating circumstances prevail these circumstances shall be discussed with the OAPSE President.

Section 30.4 For the purposes of this Article, it is expressly understood that a position shall be posted for bid only when the Board or its designee desires to fill the position on a permanent basis.

Section 30.5 Employees awarded bid jobs under this Article shall have a qualifying probationary period in the new job classification of not less than ninety (90) days of actual work. The Board or its designee shall have the right to disqualify any employee at any time during his or her

qualifying probationary period, should such employee, in the reasonable opinion of management, be unqualified for the new job classification. If an employee is disqualified, he or she shall be reinstated to his or her prior job classification without loss of seniority rights. At the end of the qualifying probationary period, should such employee, in the reasonable opinion of management, be qualified for the new job classification, then such employee shall be awarded the new job classification.

Section 30.6 When an employee is awarded a job bid with a higher or the same rate of pay at the classification the employee was in at the time of his/her bid, the employee will not receive a lower hourly rate of pay than the rate paid before the bid. If an employee is awarded a job bid into a classification with a higher average hourly rate of pay than the employee's previous classification, the employee shall be placed on a step in their new classification which assures them a minimum of twenty-five cents ($0.25) per hour increase, provided the wage rate of the highest step in the new classification is not exceeded (should this occur, the employee will be placed at the highest step in the new classification).

Newly hired employees with prior relevant experience in the same classification they are hired in, may be hired in on the appropriate wage scale commensurate with their years of relevant experience. Administration shall retain sole discretion in assessing whether prior experience is relevant to the job.

Any pay adjustment after initial employment contract is issued must be Board of Education approved and published in the Board's minutes. Employees will not be given more than one raise a year, other than their yearly step wage increase, unless due to a promotion or transfer to another job classification.

If an employee bids into a job classification with a lower average hourly rate of pay, then the employee shall be placed at the step in accordance with the step placement procedures stated in Article 18.2.

For layoff and riffing purposes, employees will have two seniority lists. Date of actual hire, and classification date of hire.

Section 30.7 Transportation Route Assignment
A route is constructed to accommodate the needs of the students in the district while utilizing the time of the route and the availability of the driver to the fullest extent and within the constraints of the schedule. Routes will be chosen in order of seniority as outlined in Section 30.13 (1-3) of this agreement. Drivers must drive both an AM route and a PM route in order to select a midday route or a private transfer run.

A. The bidding for all routes shall begin on the first Monday of the first full week of August and continue through Friday of that week, or until the bidding is complete, whichever occurs first. The bidding procedures shall be applicable for both drivers and monitors. The routes may be viewed at the Transportation Department two (2) days prior to the start of the route bidding process.

All available routes will be posted at the Transportation Department office and grouped in the following manner:

(a) Minimum four (4) hour routes (excluding midday)
(b) Routes that are more than four (4) hours but less than five (5) hours (excluding midday)
(c) Routes that are more than five (5) hours but less than six (6) hours (excluding midday)
(d) Routes that are over six (6) hours (excluding midday)
(e) All midday routes

Whenever possible, management will provide the option for interested bus drivers and bus monitors with at least six (6) hours of daily, contracted work.

B. Each route will have a cover sheet that contains the following information:

1. The projected starting and ending times of each route
2. The projected paid daily hours which will include twenty (20) minutes for pre-/post-trip time for non-lift equipped buses and thirty (30) minutes for lift-equipped buses.
3. The projected weekly hours
4. The schools/locations serviced including stop/location descriptions
5. A list of all available buses that are compatible to that specific route
6. The projected daily mileage of that specific route
7. Prior to selecting a route, drivers and monitors shall have access to appropriate information about students on the route to the degree that such information will have an impact on safe transportation and medical well-being while being transported. This information must be accessible in the transportation office and is confidential.

Drivers and monitors will bid for routes starting with the most senior, continuing in order through the seniority list to the least senior. Drivers/monitors will have fifteen (15) minutes to select a route. Failure to select a route within that time frame will result in being moved to the bottom of the list. A driver/monitor may bid on all available work provided the hours are compatible and not over eight (8) hours, and provided further that a driver/monitor may bid on routes which results in his/her contracted areas exceeding one (1) or more days of the week, but not over forty (40) hours for the week, but the driver/monitor shall not be entitled to overtime pay for the contracted hours worked in excess of eight (8) hours per day. In this instance, a driver/monitor can exercise the averaging process. Drivers/monitors will be paid for the actual time the route is driven until the times are posted in September.

If an employee is unable to be present, he/she may give a Union representative or other designated bargaining unit member a signed letter indicating his/her preferences. The Union representative or other designated bargaining unit member will then select the route on behalf of the person who is absent.

When a driver/monitor has selected his/her route and midday (if applicable/available), he/she will remove the route sheet(s) from the table and sign an "acknowledgement sheet" which will then be signed by the transportation director or his/her designee.

In reference to "lift bus" routes and dedicated special needs routes, management reserves the right to assign these routes based on the driver's/monitor's previous experiences in managing this type of equipment, his/her individual skillsets, and his/her ability to adapt to the ever-changing needs of our students. Further, management reserves the right to deny any driver/monitor the ability to select a "lift bus" route or a dedicated special needs route if management believes that the best interest of the children will not be served (see Article 2, Section 2.2). However, the bid process set forth above shall be completed prior to management assigning/reassigning or denying a driver/monitor a route.

If management assigns, reassigns or denies a driver/monitor a route, the affected employee may request a meeting with the member(s) of management who made this decision. The affected employee shall have the right to bring another bargaining unit member as their representative to this meeting. Upon receiving such a request, a meeting shall promptly occur whereby management provides the affected employee an explanation as to why he/she was assigned/reassigned or denied the route.

C. Procedures for Revision/Reassignment of Routes-September

A list of the paid hours by route will be available for review and driver/monitor verification. Route revisions may occur based on route efficiency and student need. All route packages with times that change by more than 30 (thirty) minutes per day from the August route bidding will be available for review by the third full week of September. Drivers will request in writing to change his/her route package by 4:00 PM on the last Monday of September.

The Transportation Director will review the request and will have the opportunity to discuss possible revisions to the route package with the driver requesting the change. Route package changes will be granted by seniority as outlined in Section 30.13(C)(1-3) of this agreement. Vacated route packages will be available for review and reassignment by seniority as outlined in Section 30.13(C)(1-3) of this agreement until all route packages are assigned.

D. Procedure - Open Routes During the School Year

Route packages may become available during the school year due to retirement, resignation, or a driver absence of more than ten (10) consecutive days. The Transportation Director or designee will notify drivers of route availability within five (5) working days of receiving verification of availability of the route. A Driver will request in writing to change his/her route package within two (2) working days. The Transportation Director will review the request and will have the opportunity to discuss possible revisions to the route package with the driver requesting the change. Vacated routes will be available for review and selection by seniority as outlined in Section

30.13(C)(1-3) of this agreement until all routes are assigned. When a driver returns from extended absence, route package assignments will revert to those prior to the absence.

Section 30.8 Transportation Notification of Absence
The Transportation Director or designee will be notified daily of absences by no later than 5:00 a.m. for AM routes and not less than one (1) hour prior to the starting time for mid-day and PM routes. Failure to meet these requirements will result in deduction of hours for that route. Failure to report to work in time to perform pre-trip procedures and begin the route at the assigned time will result in deduction of hours for that route.

Section 30.9 Minimum Driver Schedule
No driver will be paid for less than four (4) hours including pre-trip and post-trip time. Drivers with less than four (4) scheduled regular route hours will be expected to render service as assigned by the Transportation Manager for up to four (4) hours without additional pay. Drivers must report to the office prior to leaving the bus compound to see if services are needed.

Section 30.10 Transportation Shift Change
Route starting and ending times may change throughout the year due to early release days, late start/early dismissal due to inclement weather, etc. If this shift change does not alter the number of hours worked per day, no over route time will be paid. For late start/early dismissal due to inclement weather or any catastrophe, transportation employees will receive compensation for time rendered beyond the established route time. For days when the early release occurs for High School students only, transportation employees will be paid according to Section 17.5 of this agreement. When this occurs, drivers will be expected to report to work at the regularly scheduled time for their PM route in order to receive wages for their regularly scheduled high school PM route time.

Section 30.11 Assignment of Drivers of Non-Public Routes
Drivers who select non-public routes, excluding shuttle service, will be required to drive those routes on days that Sycamore is not in session and to be in attendance at Sycamore on days that the non-public is not in session. Employees may request the use of leave per Articles 9 and 10 of this agreement on days that Sycamore is not in session. Since payroll is based on the Sycamore calendar, the driver must submit additional hours on non-public only days on his/her payroll sheet.

Section 30.12 Seniority Lists
Transportation will utilize four seniority lists. Seniority will be based upon the lists in effect as of June 30, 2007 with additions to the lists along with utilization of the list outlined as follows:

1. Main Seniority List – Utilized for assignment of AM and PM routes with additions based upon date of hire as a regular bus driver.
2. Mid-Day Seniority List – Utilized for assignment of mid-day routes with additions based upon the date the driver accepted these additional duties.
3. Summer School Seniority List – Utilized for assignment of summer school routes with additions based upon the date the driver accepted these additional duties. Employees who are on an approved, unpaid medical leave shall retain their seniority.

Similar seniority lists will be used for bus monitors.

Section 30.13 Other Assignments

A. Specials - A special is defined as transportation of student(s) based on their specific educational program that is not covered by a route or a field trip. Assignment of specials will be determined by the Transportation **Director** or his/her designee.

B. Summer School - Summer school sign-up will occur in April. Positions will be filled by seniority in accordance with Section 30.13 after the routes are determined. Compensation will be paid at the driver's regular rate of pay. Bus cleaning will be paid per Board adopted wage scales. Employees are not allowed to exceed forty (40) hours per week in combined summer route time/bus cleaning unless approved by the Transportation **Director** or his/her designee.

C. Field Trips - Field trips are defined as assignments other than regular route time, specials and summer school that support curricular, extracurricular, athletic and other outside agency transportation needs. Assigned route time takes precedence over field trip assignments. Regular contracted drivers will be asked annually to sign up for these trip boards.

1. Field trip sign up will be administered through two boards. Employees who elect to participate will be listed by seniority:

   a. Daytime - field trips that occur between regular morning and afternoon route time
   b. Night/Weekend/Holiday - field trips that occur at times other than daytime trips

   - Nights (after 4:00 p.m.)
   - Weekends (at all times). Includes days the Sycamore School District is not in session.
   - Holidays (at all times)

2. Field trips will be assigned on a weekly basis by the Transportation Director or his/her designee to the driver lowest in hours without a plus or minus. Employees are responsible for acceptance of and for accurate and timely record keeping of field trip assignments. Employees cannot accept assignments that will require overtime, however the Transportation Director or his/her designee may assign overtime per Section 17.1 of this agreement.

- Regular contracted employees will be offered field trips that are assigned through the HELP list. The Transportation Director or his/her designee will utilize the field trip procedure for assignments on the HELP list. Assignment errors must be reported within 24 hours of the posting.
- Drivers may turn down a field trip. Drivers will still receive a minus after their name under the date in the appropriate square indicating that they did not take that field trip. Drivers are responsible for following up the trip and recording the hours within one (1) full school day following the trip. Failure to record the hours of the trip will result in disciplinary action.
- If reported within 24 hours, the eligible driver will be given the trip. If the error is not reported, the field trip will be given to the original posted driver.
- If a trip is scheduled out of one of the Sycamore elementary schools at 9:30 am or before, a driver who is assigned a run at that school, and who is lowest in hours will be assigned the trip. However, if there is a contracted driver who does not have an AM elementary run and is lower in field trip hours that driver shall be assigned the field trip. Only drivers who are assigned a high school run in the PM will do field trips that return to the high school at 2:00 PM or after, unless the pick up time is prior to 9:00 am. Or there is a contracted driver who does not have a PM High School run and is lower in the field trip hours.
- When a driver is asked at the last minute or on the same day a trip goes out, and the driver turns it down, the driver will not accumulate hours of trip. There must be at least 24 hours notice. Anytime a driver accepts a trip, he/she will post their hours. If a driver turns down a trip and that trip is canceled, driver will accumulate one and one-half hours (1 1/2).

3. Field trip assignment and eligibility are subject to rules and regulations. Employees may be removed from the field trip boards or be considered temporarily ineligible for field trips or extra driving time for an infraction of the rules of the field trip boards in accordance with the discipline procedures of the collective bargaining agreement. Discipline can include counseling, written warnings, disciplinary hearings with the Transportation Director, his/her designee and/or the Assistant Superintendent, letter of reprimand and/or termination.

a. Minor Infractions

- Timely posting of hours on field trip board and pay sheet (No later than one (1) full school day after the trip).
- Posting of hours in the wrong day, square or board.
- Incorrect accumulation of hours on field trip board.

b. Serious Infractions

- Falsification of timesheets/field trip board, i.e. posting hours on the field trip board that do not match the employee's time sheet, posting more hours than actually worked.
- Claiming "no time" or "route time" when available for assignment
- Accepting a field trip assignment then using other work to accumulate hours resulting in the driver no longer being able to drive the original trip.

c. Field trip board assessment - The following infractions will be assessed actual hours of the field trip plus five (5) additional hours on the appropriate board.

- Acceptance of an assignment then declining with less than twenty-four (24) hours notice of the trip.
- Acceptance of an assignment but not performing or arriving more than fifteen minutes late for the assignment. Another employee will be called in immediately if the original employee fails to call the Transportation Director or his/her designee to report.

4. Miscellaneous/Payroll issues

a. Trip Cancellations - If a field trip of more than 4 (four) hours is cancelled without notifying the Transportation Director and the bus driver shows up for the run, he/she will receive a flat fee of $75.00. For a cancelled field trip of less than 4 hours, the driver will receive 2 (two) hours of pay and will be assessed 2 hours on the field trip board with the exception of a trip that is just before or after a route. That driver would receive actual time spent on the trip and post the same on the board. When a field trip involves multiple drivers and the trip is cut short drivers will be sent home in order of least seniority, except that drivers assigned from the

Help list will be sent home first. Driver will only be paid for hours they actually put in for the trip, with a minimum of 2 hours, and will go back to the trip board as eligible for the next available trip in lowest hours (not including those trips that have already been assigned). Employees must stay at the pick up point not less than forty-five minutes past the assigned time on the approved trip sheet.

b. Field Trip starting times - If a regular driver is needed to do a field trip and is taken off his/her route that driver will be selected from the trip list. The field trip time will begin after the paid route time ends for both pay and field trip board posting.

c. Minimum pay - Field trip pay will be a minimum of two hours except if the field trip time is just before or after regular route time. Employees will be paid for layover time if less than one hour between any assignment. Drivers paid for four hours per day with regular driving assignments of less than four hours per day, must fulfill assignments without additional pay up to four hours.

d. Change of Field Trip - Field Trip may be traded with approval of the Transportation Director or his/her designee if the field trips are on the same board

e. If a driver is going to an approved meeting or workshop, pertaining to their job or OAPSE and they are assigned a trip they can refuse the trip and there will be no accumulation of hours on the field trip board.

f. Room arrangements for overnight field trips will be made by the coach/teacher. Reimbursement for expenses will be made based on receipts and submitted to the Transportation Director. Employees are responsible for tracking/recording actual driving time.

D. Miscellaneous Assignments - Miscellaneous assignments are defined as driving time not outlined in items A-C above, that does not require specialized skills or does not occur in an emergency situation, i.e. emergency building evacuation, student removal, bus breakdown, etc. These miscellaneous assignments will be assigned to the first available driver.

Section 30.14 Compensation for Transportation Employees

Physicals - Transportation employees will be paid a flat two (2) hours of pay for their required yearly physical at a location to be determined by administration.

Drug Testing - Transportation employees will receive a maximum of one and one half (1.5) hours of pay for drug testing for each instance that they must submit to drug testing, either random or mandatory. The Board will pay the cost of such drug testing.

Recertification - Transportation employees will receive their normal hourly pay for recertification. When possible, transportation employees will travel together in a school vehicle. If this is not possible, employees will be compensated mileage. Employees will be compensated for one meal on the day of recertification, however, a receipt must be turned in for reimbursement.

CDL Licenses - Transportation employees must possess a CDL license and must maintain the skills and training necessary to keep their CDL license. While the Board understands its responsibility to keep its drivers updated on all safety laws, practices, training, and certification, should a bus driver incur infractions or points that causes him/her to lose their CDL license, the Board will not pay for retraining to pass their CDL test.

Bus Cleaning - Transportation employees will receive up to three (3) hours of pay at their regular rate of pay if they are required to perform bus cleaning duties in preparation for the annual bus inspection.

Section 30.15 Pay Increments
Bus Drivers, Bus Monitors and Van Drivers whose actual, combined route and run time exceeds either .00/hr. or .50/hr. shall be rounded up to the nearest .50/hr. increment.

Section 30.16 Employee Referral Bonus
Any current member of OAPSE who refers a new employee hired as bus driver during the term of this Agreement shall receive an Employee Referral Bonus per each successfully recruited employee. The employee shall be required to provide management with proof of the referral at the time it is made, which shall be verified with the prospective new bus driver during their interview process. The bonus paid shall be:

(i) $250 to be paid after the referred bus driver has been successfully employed by the Board for 3 months;

(ii) Another $250 shall be paid after the referred bus driver has been successfully employed by the Board for 6 months.

Such Employee Referral Bonus shall be paid as regular compensation, with all applicable withholdings, taxes and deductions applied, as part of the employee's compensation for that particular work period.

Section 30.17 Bus Driver Training Pay
The Board shall provide new employees hired as bus drivers with up to 30 hours of approved, paid training at a rate of $18.01/hour. Such paid time shall include approved training to become qualified to drive a school bus; the time necessary to take any required examinations to become

certified to drive a school bus; and the time needed to submit fingerprints for purposes of completing a criminal background check.

If a bus driver resigns or is terminated prior to completion of one (1) year of employment with the Board, then, in such event, the Board shall have the right to recover all money paid to the bus driver for training. This shall include the right to automatically deduct any to-be-recovered money from any remaining wages due and payable to the employee at the time of his/her resignation or termination from employment, and/or the ability to pursue legal action in a court of competent jurisdiction to recover said monies.

ARTICLE 31

MEDICAL EXAMINATIONS

Section 31.1 Each new employee may be required to pass a medical examination, administered by a physician of the Board's choice, at the Board's expense, as a condition of employment. The medical examination will consist of a medical history, a comprehensive physical examination, and any additional examinations, x-rays or tests, as may be required by the Board or the physician administering the examination.

Section 31.2 During the course of their employment and as a condition of continued employment, employees may be required by the Board to pass a medical examination, administered by a physician of the Board's choice, at the Board's expense, and such examination may include any additional examinations, x-rays or tests, as may be required by the Board or the physician administering the examination.

Section 31.3 Any employee who has been absent from duty may be required by the Board to submit satisfactory medical evidence of ability to perform all of his/her job duties upon returning to work. Satisfactory medical evidence shall consist of a signed certificate from the employee's personal physician certifying that the employee is physically and mentally able to return to work and perform all of his or her job duties. The Board, at its option, may require the employee returning to work after an absence to submit to and pass a medical examination, as a condition of returning to work, administered by a physician of the Board's choice, at the Board's expense, and such examination may include any additional examinations, x-rays or tests, as may be required by the Board or the physician administering the examination.

Section 31.4 The Board, at its option and expense, may require newly hired employees and employees to submit to medical examinations and tests conducted by the Board's school nurses, as a condition of employment or continued employment, except for drug and alcohol tests.

ARTICLE 32

VOLUNTARY PAYROLL DEDUCTIONS

Section 32.1 The Board or its designee, subject to conditions and procedures established by the Board or its designee, will make voluntary payroll deductions on behalf of employees who authorize such deductions, in writing, for PEOPLE deductions, tax sheltered annuities, IRS 457 Plan, and other flexible benefit plan payments; credit union contributions; and such other deductions as may be approved by the Board or its designee. Selection of voluntary payroll deductions shall only be processed during the annual open enrollment period or as part of a change in life circumstances by the employee.

ARTICLE 33

PAID VACATIONS

Section 33.1 Only regular employees who work eleven (11) full months or more during their anniversary year of employment (month and day of hire to month and day of hire in the following calendar year) shall receive paid vacations. If an employee who worked less than eleven (11) full months during past anniversary years of employment becomes an employee who works eleven (11) full months or more during an anniversary year of employment, the employee shall be credited with one (1) anniversary year of employment for each full twelve (12) months of past work in determining the amount of vacation with pay the employee is to receive under this Article. Employees who have worked for eleven months but less than five years shall receive ten days of paid vacation. Employees with five years but less than ten years work experience shall have fifteen days of paid vacation. Employees with ten years but less than fifteen years shall have twenty days of paid vacation. Employees with fifteen years or more shall have twenty-five days of paid vacation. Transportation employees shall be governed for paid vacation purposes by Section 33.7.

Section 33.2 Vacation days are earned on a yearly employment basis from month and day of anniversary date of hire in any year to month and day of anniversary date of hire in the following year and, except that probationary employees may not take any unearned vacation days during their first full year of employment. They may only use the days they have actually accrued. The following number of vacation days are earned and available for use each month starting with each anniversary date of hire:

Years of Employment	1 – 5	6 – 10	11 – 15	16 or more
Annual Vacation Days	10	15	20	25
Days per Month	.833	1.25	1.66	2.083

Section 33.3 Vacations must be taken at a time approved in advance by the employee's supervisor. Advance approval shall normally consist of at least five (5) calendar days. The five (5) calendar day advance approval limitation may be reduced to three calendar days under extenuating circumstances. Advance approval of vacation days may be waived where emergency conditions make advance approval impossible. Vacation days must be taken in full day or one-half (1/2) day segments only.

Section 33.4 The pay for each vacation day or portion thereof shall be at the employee's regular straight time hourly rate of pay at the time the vacation is taken times the number of straight time hours worked per regular work day but not to exceed eight (8) hours of pay per vacation day. The average number of straight time hours worked per day under this Section 33.4 shall include all paid vacation, paid holiday, paid jury duty, paid inclement weather or calamity hours, paid sick leave days up to a maximum of sixty (60) days and paid personal business leave hours, but shall not include any overtime paid hours or double time paid hours or any unpaid time.

Section 33.5 An employee may accumulate a maximum of two (2) times his/her annual vacation day allotment per Section 33.2 of this agreement. One time per contract year, those eleven month or more employees whom have reached their maximum vacation day allotment may elect to be paid up to 5 days in lieu of vacation (at employee's regular per diem rate). Payment of such days shall be deducted from their maximum vacation day allotment. This section shall not apply to payment in lieu of vacation for transportation employees.

Section 33.6 The Board may schedule seasonal work, e.g. cleaning buses, cutting grass, to be performed during the period between school years which in the past has been performed by employees covered by this Agreement. Employees covered by this Agreement who are not ordinarily scheduled to work during the summer vacation period may request the opportunity to perform the seasonal work described above.

Accordingly, in order to provide an opportunity to employees covered by this Agreement to earn additional compensation during time periods when they are not ordinarily scheduled to work, the parties agree as follows:

a. Notwithstanding the provisions of Articles 9 and 10 of this Agreement with respect to paid sick leave days and paid personal business leave days, employees will not accumulate additional sick leave days or be eligible to use sick leave or personal leave days while working under the category of seasonal work described above.

b. Notwithstanding the provisions of Article 20 of this Agreement with respect to holiday pay, employees will not be eligible for holiday pay, July 4, Independence Day except those employees who work 195 days or more as provided for in Article 20, Section 20.1.

c. Notwithstanding the provisions of Article 17, 13 and 15, hours of work and overtime, hourly wage rates and yearly step adjustments and job descriptions, employees will not be paid in accordance with Article 17. The work being performed and the wages paid will be determined by the Business Manager and approved by the Board of Education. Employees who perform seasonal work will all be paid on the same wage and step scale. Job descriptions for "seasonal work" will not be drawn up or considered part of the Agreement.

Section 33.7 Transportation employees who were hired by Sycamore School District prior to January 1, 2014, who work two hundred and twenty (220) days or more per year in providing student transportation shall receive two (2) weeks of paid vacation. This section shall apply commencing with the 1992-93 school year and will be in effect during the term of this Agreement and shall be dependent upon the transportation needs of summer school as determined by the Board. Vacation must be taken by qualified employees at separate times and may not be taken during the time period of March 1 – May 31. At the employee's option, payment in lieu of vacation (at the employee's regular daily school year route time and hourly rate) may be taken.

ARTICLE 34

COMMITTEES TO REVIEW EMPLOYEE HANDBOOKS

Section 34.1 Representatives of the Board will meet with representatives of the Association, at times to be mutually agreed upon, for the purpose of reviewing employee handbooks.

ARTICLE 35

CREDIT FOR SUBSTITUTE SERVICE

Section 35.1 Any new employee who has worked one hundred twenty (120) days as a substitute Sycamore employee in the same job classification within the two (2) years prior to date of hire will be placed no lower than the second step and no higher than the fourth step of the respective hourly wage schedule.

ARTICLE 36

INSURANCE PLANS

Section 36.1 The Board will provide an Employee Assistance Plan (EAP) and the health and dental plan(s) offered by the Butler Health Plan. The Board shall continue to provide life insurance coverage as provided in Section 36.5 for the duration of this agreement.

Section 36.2 Health Insurance Contributions - Employee contributions will be made through payroll deductions. The Board shall pay per the premium cost schedule provided below for the health insurance plan.

For employees who are regularly scheduled to work in excess of thirty (30) hours per work week, the Board will pay eighty-five percent (85%) for the PPO and HDHP option Plans (or their replacements). For employees who are regularly scheduled to work twenty (20) but less than thirty (30) hours per work week, the Board will pay seventy-five percent (75%) of the cost of coverage for the PPO and HDHP option Plans (or their replacements).

Me-Too Clause on Premium Splits

If the Sycamore Education Association should agree that its employees will pay a higher percentage of premium costs to purchase health insurance, then, in such event, OAPSE employees will do the same. Any agreed-upon increase to the percentage of premium cost paid by the employee would be the same for OAPSE employees who work 30 or more hours per week and OAPSE employees who work 20.0 to 29.99 hours per week. For example, if SEA agrees that its employees will pay 2% more in premium costs, then OAPSE employees who work 30 or more hours per week would pay 17% (15% + 2%) of the premium costs, and OAPSE employees who work 20.0 to 29.99 hours per week would pay 27% (25% + 2%) of the premium costs. Any

change in the apportionment of premium costs would continue into successor Master Agreements between OAPSE and the Board unless the parties subsequently agreed otherwise.

The Board also agrees to pay one month of an employee's premium contribution to a maximum amount equivalent to the contribution for an employee working more than thirty (30) hours per week for those employees who participate in the Butler Health Plan health evaluation screening and/or other wellness incentive programs developed by the Health Benefits Committee. The premium contribution will be paid in January.

The Board will contribute $2,200 per plan year per IRS guidelines to a Health Savings Account (HSA) for those employees participating in the Family HDHP plan (or its replacement). The Board will contribute $1,200 per plan year per IRS guidelines to a Health Savings Account (HSA) for those employees participating in the Single HDHP plan (or its replacement). Employees who begin participation in the HDHP/HSA option other than at open enrollment will receive a prorated contribution based on the number of months remaining in the plan year. Employees who elect to participate in the HDHP/HSA option will reimburse the Board for the fractional part of the plan year in which they leave employment or cease participation in the HDHP/HSA option.

Health Insurance benefits will continue to be paid for one year by the Board of Education at the same percentage if an employee is on worker's compensation.

Section 36.3 Health Insurance Waiver - Employees have the option to elect not to take health insurance coverage. In such case, the employee must waive Health Insurance for both themselves, their spouse (as applicable), and their children/dependents (as applicable) during the annual open enrollment period. Those employees who waive Health Insurance during the open enrollment period will be eligible to receive an annual payment of $1,000 in lieu of health insurance if the employee is regularly scheduled to work thirty (30) or more hours per week. Employees regularly scheduled to work less than thirty (30) hours per week will be eligible to receive an annual payment of $500.

Payments in Lieu of Health Insurance ("PILOH") will be made at the end of the employee's contract year or stretch pay for the months that health insurance is waived through the Board, as follows:

1. If an employee waived insurance during the Open Enrollment ("OE") Period, they will receive 8 months of PILOH on the second pay in August. If the employee returns for the next contract year, they will receive the remaining 4 months of PILOH on their first day in December.

2. If the employee does not return for their next contract year, they would be fully compensated for their PILOH on their final pay in August and would not owe the Board repayment.

3. If the employee waived insurance during the OE Period, but resigns or retires prior to the end of their contract year, said employee would receive a prorated PILOH amount as part of their final paycheck.

4. Employees who waived insurance upon hire/outside of the OE Period, will receive a prorated PILOH on their first pay in December or on their final payout.

Employees who are hired after the close of the open enrollment period may still elect to decline Health Insurance Coverage through the Board. The employee shall notify the Treasurer of them declining coverage within 14 days of the first date of employment. Such employees shall be entitled to a monthly equivalency of the applicable payments, referenced above, for each full month the employee is off the Board's Health Insurance Plan. Such employees will receive their payment in lieu of insurance payment during the first pay in December.

If an employee terminates employment, or if the employee returns to the Board's health insurance plan during the opt-out period, the payment in lieu will be proportionately refunded from the net amount received after taxes, or will be deducted from the December pay for new employees hired after the close of the open enrollment period.

Section 36.4 Dental Insurance Contributions - Employees who elect dental insurance coverage must do so for twelve (12) consecutive months. Employee contributions will be made through payroll deductions. For employees who are regularly scheduled to work in excess of thirty-six (36) hours per work week, the Board shall pay eighty-five percent (85%) of the cost of the Premium plan option, ninety percent (90%) of the cost for the Standard plan option, and ninety-five percent (95%) of the cost of the Basic plan option. For employees regularly scheduled to work thirty (30) to thirty-six (36) hours per work week, the Board will pay seventy-five percent (75%) of the Premium plan option, eighty percent (80%) of the cost of the Standard plan option and eighty-five percent (85%) of the cost of the Basic plan option. For employees regularly scheduled to work twenty (20) but less than thirty (30) hours per regularly scheduled work week, the Board will pay sixty-five percent (65%) of the cost of the Premium plan option, seventy percent (70%) of the cost of the Standard plan option and seventy-five (75%) of the Basic plan option.

Section 36.5 Life Insurance - All employees will receive a minimum of $15,000 group life insurance. If an employee's regular annual wage exceeds $15,000 per year, the employee will receive group term life insurance equal to his/her regular yearly wage. All group term life insurance is subject to reduced coverage at age sixty-five (65) and cessation of coverage at age seventy (70) as set forth in the group term life insurance policy. The Board will pay the full cost for all group term life insurance coverage under this Section 36.5. If an employee is receiving workers' compensation, his/her life insurance will continue to be paid by the Board until he/she returns to work, tenders his/her resignation or employment is terminated.

Section 36.6 An employee's eligibility and his/her dependent's eligibility for the insurance coverage and benefits set forth in this Article shall be governed by the terms, conditions and exclusions contained in the respective insurance plans, and if any benefits are denied to any

employee, his or her dependents, heirs, executors or assigns by any insurance carrier the Board shall not be liable in any way.

Section 36.7 None of the insurance coverage set forth in this Article is automatic. To be covered, an employee must complete and sign the appropriate applications and turn them into the Board office within thirty (30) days of the employee's first day of work, in which case coverage will become effective at the next monthly billing date following the employee's first day of work, and if application is not timely made, an employee must wait until the next open enrollment period as determined by the insurance plan carrier.

Section 36.8 The Board's obligations under this Article shall cease on the effective date an employee resigns or retires or the effective date an employee's employment is terminated or the effective date an employee is laid off from work or the effective date an employee goes on a leave of absence without pay, except employees may continue insurance coverage under those conditions set forth in Section 3313.202 of the Ohio Revised Code by paying all the costs for such coverage, but such cost payment shall not be required more than thirty (30) days in advance of the insurance carrier's due date.

Section 36.9 At any time during the term of this Agreement, the Board has the right to change insurance carriers, provided equivalent benefits are given under any insurance plan, the number or identity of medical providers, including hospitals is not considered to be a benefit, and provided the Board's cost payments remain at or below the amount charged by the prior plan.

Section 36.10 Employees who terminate employment shall have whatever insurance continuation or conversion rights as exist in the respective insurance plans.

Section 36.11 The Association shall be represented on the Health Benefits Committee by four (4) members to be selected by the Association. If the number of representatives on the Health Benefits Committee is increased or decreased, OAPSE will always maintain an equal number of representatives as the SEA and the Board. The Association President will appoint one (1) representative to the Butler Health Plan Benefit Information Committee.

Section 36.12 Employee Assistance Plan (EAP) - The Health Benefits Committee will select and implement an Employee Assistance Plan (EAP) to be paid for by the Board.

Section 36.13 Employees will participate in a dependent eligibility audit per the rules and regulations of the School Employees Health Care Board.

Section 36.14 The Board may, upon thirty (30) days written notice to the Association, re-open the Agreement with respect to the provision of Article 36, Insurance Plans. The re-opener may occur only one time during the life of the Agreement.

Section 36.15 Flexible Benefit Plan –

(a) Employees will be able to participate in a Flexible Benefit Plan provided by the Board operating within the guidelines of the Internal Revenue Service Section 125 Plan.

Qualified expenses include employee paid premium contributions for health and dental insurance, dependent care expenses and non-reimbursed health, dental and vision expenses as allowed by the district's Section 125 plan and IRS guidelines.

The Board shall retain the services of a third party administrator to oversee and administer the plan.

This plan will be available to employees so long as it is made available by the Internal Revenue Service or until such time as it is negotiated to be removed from this Agreement.

This plan shall be made available to additional employee participation with the beginning of each new calendar year.

ARTICLE 37

EMPLOYEE UNIFORMS

Section 37.1 Employees must wear all uniforms purchased by the Board for their use as a condition of continued employment.

ARTICLE 38

SUBCONTRACING

Section 38.1 It is not the intent of the Board to subcontract work presently performed by bargaining unit employee, but should the Board decide that it must subcontract such work for financial cost saving reasons, the Board shall notify the Association of its intent five (5) months prior to the subcontracting, if the subcontracting will cause reduction in the straight time work hours of any bargaining unit employee. During the five (5) month notice period, the Board's representatives shall supply the Association with all facts concerning the subcontracting and the Association shall have the right to present its position concerning the subcontracted work to the Board's representatives. The Board shall consider the Association's position during the five (5) month notice period prior to making its final decision on subcontracting the work.

Section 38.2 The term "subcontract" refers to the Board's contracting with any outside organization or individual for such work as custodial, maintenance, food service, transportation or other operations.

ARTICLE 39

INDIVIDUAL EMPLOYEE EMPLOYMENT CONTRACTS

Section 39.1 The Board and Association agree that employees covered by this Agreement are no longer required to be employed under individual employee employment contracts under Chapter 33 of the Ohio Revised Code and that all such contracts previously issued to employees are null and void and that the Board need not issue any such future contracts to any employees covered by this Agreement. The wages, hours and other terms and conditions of employment for all employees covered by this Agreement shall be governed by this agreement and any other applicable law.

ARTICLE 40

ANNUAL SALARY NOTICES

Section 40.1 All bargaining unit employees shall be provided with an annual notification of wages and will include number of days they are to work. All classified employees will receive a yearly wage statement stating their classification, number of days of work, and yearly wages. Any necessary certification papers required for employment will also be sent out to those employees in their yearly wage statement.

ARTICLE 41

HEALTH AND SAFETY OF EMPLOYEES

Section 41.1 The Board and employees will comply with all applicable safety and health laws covering employees during the course of their employment.

ARTICLE 42

BOARD PICK-UP OF EMPLOYEE CONTRIBUTION TO SCHOOL EMPLOYEES' RETIREMENT SYSTEM OF OHIO

Section 42.1 For tax sheltering purposes only, the Board shall designate and consider (i.e., "pick-up") each employee's mandatory contribution to the School Employees' Retirement System of Ohio, as deferred salary paid by the Board. The amount of an employee's income reported by the Board as subject to Federal and Ohio income tax, shall be the employee's total gross income reduced by the amount of the employee's mandatory contribution to the School Employees' Retirement System of Ohio.

No employee's total earnings paid by the Board shall be increased by application of this Section 42.1, nor shall the Board's contribution to the School Employees' Retirement System of Ohio or any other cost be increased thereby. The Association agrees that the Board assumes no other or

further liability to any person or entity under this Section 42.1, and that the definition of current and/or deferred income subject to taxation is determined solely by the Internal Revenue Service and Ohio taxing authorities. The Board shall have the right to immediately and unilaterally discontinue all of its obligations under this Section 42.1 if so ordered by the School Employees' Retirement System of Ohio and/or the Internal Revenue Service or Ohio taxing authorities, notwithstanding any provision contained in this Agreement to the contrary. The Ohio Attorney General and rules of the School Employees' Retirement System of Ohio, and such rules as the aforementioned agencies, including Ohio taxing authorities, may subsequently issue are applicable to the Board notwithstanding any provision set forth in this Section 42.1. The "pick-up" amount shall be included in the employee's annual base salary for purposes of computing weekly rates of pay, daily rates of pay, hourly rates of pay, and for determining pay or salary due to absence or for any other purpose under this Agreement.

ARTICLE 43

LIABILITY INSURANCE

Section 43.1 The Board shall provide group liability insurance coverage to all employees at the Board's cost, in such amounts and under such conditions as the Board may deem appropriate, and employees shall be subject to all the terms and conditions of the group liability insurance policy.

ARTICLE 44

EMPLOYEE CONDUCT WHILE AT WORK

Section 44.1 After reporting for work no employee shall leave work before the end of his/her shift without the specific authorization of his/her immediate supervisor.

Section 44.2 Employees will not use the Board's telephones for their personal use, except during emergencies or at times approved by their immediate supervisors or during break periods, lunch periods and immediately before or after the scheduled work day.

Section 44.3 Employees must dress for work in clothing which is in good taste for the activity in which they are engaged as determined by the employee's immediate supervisor.

ARTICLE 45

SEVERANCE PAY AND RETIREMENT INCENTIVE PLAN

Section 45.1 An employee may elect at the time of retirement from active service in the Sycamore Community Schools to be paid in cash, for one-third (1/3) the value of his/her accrued but unused Ohio sick leave day credit, provided all the requirements for service retirement, as established by Ohio law, have been met.

Section 45.2 The per day amount of sick leave credit specified in Section 45.1 above, will be determined by dividing the employee's highest school year (July 1 through June 30) base salary earned (hours worked, up to a maximum of 40 hours per work week, times the appropriate job classification(s) hourly wage rate(s)) while in the Sycamore Community Schools by the number of the employee's duty days in the last full school year (July 1 through June 30) prior to retirement.

Section 45.3 In case of death of an employee, accrued but unused Ohio sick leave day credit shall be paid in accordance with all applicable Ohio law then in effect, but shall not exceed the amount provided for at retirement as set forth in Sections 45.1 and 45.2 above.

Section 45.4 The retirement incentive plan set forth in this Section 45.4 is available to employees hired prior to July 1, 2015 who meet the qualifications set forth herein.

A. An employee must have continuous uninterrupted service in the Sycamore Community Schools of fifteen (15) or more years immediately prior to the employee's retirement date to qualify for the plan. Years while participating in the SERS disability retirement program will be used to meet this requirement.

B. The employee must be a member of the School Employees' Retirement System of Ohio to be eligible to participate in the plan.

C. The employee must have thirty (30) years, but not in excess of 30.99 years, of eligible service credit at any age and must retire by July 31 of the school year within which the employee attains thirty (30) years of eligible service credit, or forfeit all of the benefits of this Section 45.4, or

Employees who are at least fifty-five (55) years of age and who have from twenty-five (25) to twenty-nine point ninety-nine (29.99) years of eligible service credit may apply to participate in the retirement incentive plan.

For purposes of this Section 45.4, eligible service credit shall mean the total amount of service credit earned as a public school employee under the School Employees' Retirement System of Ohio and/or the State Teachers Retirement System, including service outside the public schools that is recognized by SERS or that may be purchased by the employee. The employee must assume the responsibility of notifying the Retirement System of the service credit that may be purchased.

D. All resignations for retirement purposes (except retirements pursuant to Article 45.4 (D5)) under this Section 45.4 must be received by the Superintendent no later than April 1 of any school year or the employee shall forfeit all the benefits of this Section 45.4 for that school year.

For those employees who qualify for the retirement incentive plan, a one (1) time payment shall be made using the following formula:

1. For employees last hired prior to April 1, 1986, find the annual base salary of qualifying retiree for each of the best five (5) full school years (July 1 through June 30), determined by multiplying the number of hours worked in each full school year, up to a maximum of 40 hours per work week, by the appropriate job classifications(s) hourly wage rate(s). For employees last hired after April 1, 1986, find the annual base salary of qualifying retiree for each of the past five (5) full anniversary employment years (month and day of last hire to month and day of last hire in next calendar year), determined by multiplying the number of hours worked in each full anniversary employment year, up to a maximum of 40 hours per work week, by the appropriate job classification(s) hourly wage rate(s).

2. For employees last hired prior to April 1, 1986, determine the average salary by dividing the total annual base salaries of the past five (5) full school years (July 1 through June 30) by five (5). For employees last hired after April 1, 1986, determine the average salary by dividing the total annual base salaries of the past five (5) full anniversary employment years (month and day of last hire to month and day of last hire in next calendar year) by five (5).

3. Multiply the result under "2" above, by one and one-half percent (1-1/2 %).

4. Multiply the result of "3" above, by the total years of eligible service for retirement purposes but not to exceed thirty (30) years. The result of this computation shall constitute the retirement incentive payment under the retirement incentive plan. Retirement incentive and severance payments under this Article 45 shall be made to eligible retired employees in January of the year following the effective date of retirement unless the employee requests in writing that the Treasurer of the Board make payment at the time of retirement.

   To be eligible for benefits under this Section 45.4, an employee must count all eligible service credit in meeting either the twenty-five (25) year or the thirty (30) year eligible service credit levels. For the purpose of this Section 45.4 an employee's service shall be deemed uninterrupted notwithstanding authorized paid or unpaid leaves of absence. Service is interrupted when an employee is terminated, resigns or retires for any reason or when an employee is laid off from work due to a reduction in force.

5. If an employee goes on retirement disability at or after 20 years of employment, actual service time is being accumulated and shall apply to retirement incentive when the employee retires on permanent disability or

regular retirement up to 30.99 years. If an employee on disability retirement returns to work within five (5) years and is required to meet the SERS's required two (2) years of work making the employee exceed the 30.99 year maximum, the employee shall be eligible for the retirement incentive plan provided that the employee elects to retire at the completion of the two (2) years. The incentive will be calculated not to exceed thirty (30) years as in accordance with section 4 of this provision.

Section 45.5 The Board will maintain an Accumulated Leave Plan pursuant to Section 403(b) of the Internal Revenue Code for participation by those employees who reach the age of fifty-five (55) at the time of their retirement and if they have earned greater than $1,000 in severance and retirement incentive benefits.

ARTICLE 46

SICK LEAVE BANK

Section 46.1 A "Sick Leave Bank" shall be established and maintained for use by paid members of O.A.P.S.E. who wish to participate. Employees who were enrolled in the Sick Leave Bank prior to June 30, 2026 shall remain eligible to participate in the Sick Leave Bank. Eligibility to join the Sick Leave Bank will begin after the member's 1st year of employment and they have passed their probationary period. Each participant shall contribute one (1) day of sick leave in the first month of eligibility.

Any employee withdrawing sick leave days from the bank shall not be required to replace these days except as a regular contributing member of the bank.

Section 46.2 Each participant shall contribute one (1) day each time the "Bank" reaches 25% of the number in membership. Said contribution shall be made on the first day of employment of the fiscal year following the depletion occurrence.

Section 46.3 Members may join the sick leave bank during the first month of the school year. Members must complete their probationary period and have at least 10 days of accumulated sick leave in order to join the bank.

Section 46.4 Notwithstanding the provisions of Section 46.7, below, sick days donated to the "Bank" will not be returned.

Section 46.5 No employee shall be eligible to draw more than twenty-five (25) days and twenty-five (25) additional days for catastrophic reasons from the bank for any one illness or injury. After an employee's accumulated sick leave has been exhausted, and any other special leave has also been exhausted, the employee shall be eligible to draw from the bank only for approved absences of ten (10) continuous days or more.

Section 46.6 The Sick Leave Bank Committee consisting of two (2) persons selected by O.A.P.S.E. and two (2) persons selected by the administration shall approve or disapprove all

requests for withdrawal. The decision of the Committee on whether to grant or deny an employee's request to use days from the Sick Leave Bank shall be final and not subject to the grievance procedure of this Agreement.

ARTICLE 47

ELECTRONIC DEPOSIT OF PAYCHECKS

Section 47.1 The Board will offer to employees the electronic deposit of paycheck service. In order to make use of this service, employees must utilize financial institutions which are members of Automatic Clearing House (ACH) standards. All employees will have their paychecks distributed by electronic deposit. Copies of direct deposit notices will be provided to employees. At their option, employees may receive direct deposit notices via e-mail. Guidelines and enrollment forms shall be provided by the Board. The Board shall be responsible for correcting electronic processing errors, directly made by the Board by making whole the bargaining unit member within a reasonable period of time.

Section 47.2 Employees shall receive their annual pay in twenty-four (24) installments. Pay days shall be on the 5th and 20th of the month. If a pay day falls on a weekend or holiday, the pay day will be the preceding Friday.

ARTICLE 48

DRUG TESTING

Section 48.1 The Association and Board agree that drug usage is a serious societal problem. For the best interest of the students and employees, drug usage shall not be condoned by employees. Therefore, in order to prevent the use of drugs, the employees, the Association and Board agree to the following drug testing program. Any new federal laws regarding drug testing will automatically be added to this agreement. The Association and Board further agree that it is in the best interest of all to assist employees who voluntarily come forth with a drug and/or alcohol problem. Accordingly, an employee who voluntarily comes to management, prior to suspicion or actual testing, for the purpose of disclosing a drug and/or alcohol problem will receive an unpaid leave of absence to complete a drug rehabilitation program without reprisal.

Section 48.2 Employees may be subject to drug testing as a condition of continued employment. Also, all new employees shall undergo drug test prior to being employed by the Sycamore Board of Education.

Section 48.3 The Administration has the right to test whenever there is probable cause to believe an employee is under the influence of alcohol, illegal narcotic drug, hallucinogenic, amphetamine, or barbiturate drugs, marijuana or any other controlled substance as defined in federal and state law.

Section 48.4 Testing for alcohol, illegal narcotic drug, hallucinogenic drug, amphetamine, or barbiturate drugs, marijuana or any other controlled substance as defined in federal and state law shall be performed by a medical professional or institution other than an employee of the Board qualified to administer such a test.

Section 48.5 If the test is positive, indicating that the employee has used alcohol, illegal narcotic drug, hallucinogenic drug, amphetamine, or barbiturate drugs, marijuana or any other controlled substance, the Board must permit the employee to undergo a confirmatory test. Confirmatory tests, except for positive test for alcohol, shall be performed within 14 calendar days of the initial test by a medical professional or institution other than an employee of the Board qualified to administer such a test. A confirmatory test for alcohol must be performed within thirty (30) minutes of a positive test. A confirmed test verifying the presence of alcohol or a controlled substance shall constitute grounds for discipline, up to and including termination from employment.

Section 48.6 A positive result from an alcohol test means a level of impairment as outlined under O.R.C. 4511.19.

Section 48.7 All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

Section 48.8 The Board shall pay for drug and alcohol testing and confirmatory tests.

Section 48.9 Costs for drug/substance abuse programs that are not covered by the employee's health insurance will no longer be paid by the Board during employment.

Section 48.10 Sick leave may not be used during the suspension period unless hospitalized for treatment.

Section 48.11 The Board shall use the drug testing procedure in good faith. It shall not be used as a method to harass employees.

Section 48.12 Anytime an employee is required to be tested for substance abuse (drug, alcohol, etc.) they will be paid their regular hourly wage for the testing time except when employees are under suspension.

Section 48.13 The Association and Board agree that the aforementioned sections of this Article are not applicable towards employees whose job requires a CDL. State and federal law will govern the drug and alcohol testing of employees whose job requires a CDL. In addition, the Board, in its sole discretion, shall have the right to immediately terminate the employment of any employee whose job requires a CDL in the event of a positive drug or alcohol screen. In conjunction with a potential termination, the Board and the Union acknowledge the right of the employee to appeal the testing facility's determination of a positive drug screen. Discipline short of termination for a CDL employee who tests positive on a drug or alcohol screen shall be according to state and federal law and the terms of any Last Chance Agreement executed between the Board and the employee.

ARTICLE 49

NEW JOB CLASSIFICATIONS

Section 49.1 During the term of this Agreement, the Board or its designee shall have the right to establish new job classifications within the bargaining unit, with new job descriptions and new hourly wage rates for those new job classifications, after first discussing the matter with the Association. All provisions of this Agreement shall be applicable to all new job classifications established within the bargaining unit during the term of this Agreement.

ARTICLE 50

WAGE CONTINUATION

Section 50.1 An employee who suffers a compensable workers' compensation injury and who is temporarily and totally disabled as a result of the injury may be eligible to receive compensation from the Bureau of Workers Compensation (BWC).

Continuation of Pay (COP) is designed to cover injured employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve and hence a lower premium. Utilization of the COP program including the length of time an employee can participate is determined by the Board but shall not exceed ninety days.

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

The goal of this section is to return the employee to employment with the District safely and at the earliest possible time following a work injury while positively impacting the BWC premium for workers' compensation coverage.

Section 50.2 COP is the continuation of full hourly wages and benefits.

1. COP is not payable unless the employee makes a workers' compensation claim. It is certified by the District when the employee has provided all necessary documentation to include any and all District Injury Report Forms, the BWC First Report of Injury (FROI), medical releases, Managed Care Organization (MCO) forms, Third-Party Administrator forms and any other related records required by the Risk Manager or Supervisor. COP may be approved by the district only if it is fiscally responsible.

2. COP payments are computed on the basis of employee's base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment pro-rated.

Time authorized under COP is considered time worked for employees still in their probationary period, if any.

COP must be recorded using the appropriate payroll codes which the Treasurer shall provide for salaried and hourly employees. Payroll clerks shall properly code COP when paid.

An employee continues to accrue sick leave while on COP if they would have otherwise accrued such leaves.

3. Payments are made only for periods the employee would have been eligible for temporary total workers' compensation benefits for injuries and will be terminated when the Bureau of Workers' Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement, when an offer of transitional duty has been made by the District and declined by the employee, or when determined by the Board per Section 50.1 of this Article.

4. An injured employee receiving COP cannot concurrently receive, for the same period of time, any other District compensation (e.g., sick leave, supplemental contract pay, etc.) or temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.

ARTICLE 51

BACKGROUND CHECKS

Section 51.1 Ohio Revised Code requires background checks for public school employees. The Board will pay for BCII and FBI checks at initial employment and for FBI checks at other times required by Ohio Revised Code. The employee will pay for BCII checks as required by Ohio Revised Code other than at initial employment.

ARTICLE 52

EDUCATIONAL ASSISTANTS JOB CATEGORIES

Section 52.1

(a) There shall be two categories of Educational Assistants ("EA's"): EA Generalized shall serve students outside of specialized resource rooms and Category EA - Specialized shall serve students within the specialized resource rooms. Job descriptions for both classifications shall reflect the respective job duties of each position. Compensation shall be aligned to each respective Category on the wage schedule.

(b) To be classified as an EA - Specialized, the employee's assignment must be performed within the specialized resource room or with students assigned to the specialized resource

room and/or in accordance with their IEP for at least 50% of their daily, contracted workday.

Upon request of the affected employee, the Director of Student Services/designee will promptly provide the employee with information about the roles and responsibilities of Generalized EAs and Specialized EA's.

(c) On or before May 15th of each school year, administration shall provide written and/or email notice to each EA of their assignment for the upcoming school year. Changes in assignment that result from circumstances that develop following May 15th (i.e. student withdrawal; new student enrollment; changes to a student's IEP, 504 or other plan, etc.) shall be communicated, in writing and/or email, to the affected EA as soon as possible. In addition, should the duties of an EA change during the course of the school year to necessitate a change in EA assignment, then, in such event, administration shall notify the affected EA on or before the last day of the first semester. Any change in hourly pay that occurs mid-year due to the EA reassignment shall commence upon the effective date of Category reassignment, as reflected in the written notice given to the EA.

(d) An EA may appeal his/her assignment for the upcoming school year and/or may appeal his/her mid-year reassignment. To do so, the appealing EA must deliver to the Executive Director of Special Services a written or email notice of appeal of their assignment/reassignment within seven (7) calendar days of the date the EA received their notice from administration, as noted above. Failure to provide the Executive Director of Special Services with this notice of appeal within these timelines shall constitute a waiver of the EA's right to challenge their assignment/reassignment and the resulting change in their hourly rate of pay. Upon receipt of a timely notice of appeal, a review team consisting of three (3) administrators selected by the Superintendent and two (2) employees selected by the Association President shall convene in a timely manner to hear the EA's appeal. A decision on the appeal will be reached by a majority vote of the review team members who were in attendance to hear the EA's appeal. A written decision affirming or reversing the assignment/reassignment shall be given to the appealing EA. This written decision shall be final and binding upon the EA, the Association, and the Board and shall not be subject to the grievance/arbitration procedure of this Agreement.

(e) EA's who wish to transfer to a different school building shall be considered:

1. Based upon the training, qualifications, and ability to perform the work based on the job description; and

2. If training, qualifications and abilities are deemed equal by administration, then the most-senior EA shall be selected.

(f) If an assignment and/or reassignment results in an EA being transferred to a different school building, the affected EA may request a meeting with the Superintendent/designee to discuss the reasons for the building transfer. However, administration's decision on the

EA's building assignment/reassignment shall be final and not subject to the grievance-arbitration procedures of this Agreement.

(g) Should it become necessary for the Board to implement a reduction in force (RIF) of EA's, the procedures of Article 6 – Layoff and Recall shall control. EA – Generalized and EA – Specialized shall be separate job classifications for purposes of RIF. Further, RIFs shall occur within the classification the EA holds at the time the Board takes action to suspend employment contracts. Displaced EAs – Specialized may bump less senior EAs – Generalized according to the provisions of Article 6.

(h) The Association and Board acknowledge that an EA's hourly rate of pay may be adjusted upward or downward based upon their assignment and/or reassignment. If a change of assignment is made, the affected EA shall be placed on the same step in the wage schedule of the new assignment as the step the EA held immediately prior to the reassignment (notwithstanding step movement resulting from earning additional years of service). The provisions in this Article shall supersede and control over R.C. 124.34, 3317.12, 3319.082 and any other provision of state, federal or local laws that govern the reduction in the hourly rate of pay for nonteaching school personnel.

Section 52.2 Educational Assistant Pay for Swimming Pool Work

Educational Assistants (EAs) shall be paid as follows when directed by administration to physically be in a swimming pool and actively working with a special needs student:

(1) The EA shall receive his/her regular, hourly rate of pay; and

(2) The EA shall receive additional compensation, equal to his/her regular, hourly rate of pay, for the time the EA actually spends physically in the swimming pool working with a special needs student.

The EA shall document the time he/she actually spends in the swimming pool working with a special needs student on a time sheet, which shall be submitted to administration within 7 days of the date such work was performed. The time-sheeted swimming pool work shall not be combined with the EAs regular work hours for purposes of calculating hours worked for overtime.

Section 52.3 Employee Referral Bonus

Any current member of OAPSE who refers a new employee hired as an educational assistant during the term of this Agreement shall receive an Employee Referral Bonus per each successfully recruited employee. The employee shall be required to provide management with proof of the referral at the time it is made, which shall be verified with the prospective new educational assistant during their interview process. The bonus paid shall be:

(i) $250 to be paid after the referred educational assistant has been successfully employed by the Board for 3 months;

(ii) Another $250 shall be paid after the referred educational assistant has been successfully employed by the Board for 6 months.

Such Employee Referral Bonus shall be paid as regular compensation, with all applicable withholdings, taxes and deductions applied, as part of the employee's compensation for that particular work period.

ARTICLE 53

MILITARY RECRUIT AWARD PROGRAM

Per R.C. 3319.285, the Board participates in the Military Recruit Award Program (the "Program"), aimed at encouraging school districts to recruit members of the military, military spouses and veterans as employees. The Program is available to military individuals (as defined in R.C. 3319.285) who are new, first-time, Ohio non-teaching school Staff. Under the Program, the Board can offer a $3,000 signing bonus to eligible recruits who work in the District for at least a year.

The Board and OAPSE agree that the Board can pay a signing bonus up to the maximum allowed under the Program (and as the Program may be amended from time to time) to eligible recruits within the OAPSE bargaining unit who work in the District for at least one full calendar year. The Board and OAPSE also agree that the Board can pay a signing bonus up to the maximum allowed under the Program (and as the Program may be amended from time to time) for purposes of recruiting an eligible service member, spouse or veteran to be employed by the District within the OAPSE bargaining unit.

ARTICLE 54

DURATION

Section 54.1 This Agreement shall be in effect from July 1, 2026 through June 30, 2029, and shall renew from year to year thereafter, unless either the Board or the Association serves written notice on the other of the intention to terminate, modify or negotiate a successor collective bargaining agreement not less than one hundred twenty (120) calendar days prior to such expiration date or the expiration of any renewal thereof.

Section 54.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the opportunity, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 54.3 The parties further agree that this instrument represents the entire complete Agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the Board and the Association. All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are contrary to or inconsistent with the terms of this Agreement are superseded by this Agreement. All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are not contrary to or inconsistent with the terms of this Agreement, but which are not expressly incorporated into this Agreement, shall continue in effect until changed or discontinued by the Board within its sole and exclusive discretion.

Section 54.4 Pursuant to Section 4117.14 (C) (1) (f) of the Ohio Revised Code, the parties hereby agree that if they are unable to reach agreement on the terms of a new Agreement to replace this Agreement, they will, at least forty-five (45) calendar days prior to the expiration date of this Agreement, submit the issues in dispute to a mutually agreed dispute settlement procedure which supersedes all of the procedures set forth in Section 4117.14 of the Ohio Revised Code, and which consists of mandatory mediation of the issues before a mediator mutually agreed to by the parties. The mediator shall have no power to force either party to agree to any proposal or make any concessions and shall have no power to the expiration date of this Agreement, submit the issues in dispute to a mutually agreed dispute settlement procedure which supersedes all of the procedures set forth in Section 4117.14 of the Ohio Revised Code, and which consists of mandatory mediation of the issues before a mediator mutually agreed to by the parties. The mediator shall have no power to force either party to agree to any proposal or make any concessions and shall have no power to establish or determine any wage or fringe benefit matter or any other term or condition of any Agreement to replace this Agreement, but shall only have the authority to mediate the issues between the parties to assist the parties in freely arriving at a mutually acceptable Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, after adoption and approval of this entire Agreement by the Board by resolution, pursuant to Section 4117.10 (B) of the Ohio Revised Code, have set their hands and seals this 29th day of April, 2026.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (OAPSE) AND ITS CHAPTER NO. 243

Linda Brandenburg

Heidi F. Tameris

Thomas Moore

Danny Southerly

BOARD OF EDUCATION OF SYCAMORE COMMUNITY SCHOOL DISTRICT

Victor L. Harris, Jr.
Board President

Adrienne C. James
Board Vice President

Board Member

Board Member

William Gosnell
Board Member

Chad Lewis, Superintendent

Brody Burson
Brody Burson, Interim Treasurer

APPENDIX A

Name of grievant _____

Date _____

Job classification _____

Job location _____

Name of administrator/supervisor _____

Date event occurred giving rise to grievance _____

Statement of cause of grievance (including date, time, place and all factual circumstances):_____

_____

_____

_____

_____

_____

Provisions of agreement subject to interpretation, application or alleged violation:

_____

_____

_____

Remedy requested: _____

_____
Signature of grievant

APPENDIX B

Bus Driver

Employees Hired After 07/01/1998

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$24.22	$24.94	$25.81
1	$24.37	$25.10	$25.98
2	$24.53	$25.26	$26.15
3	$24.68	$25.42	$26.31
4	$24.84	$25.58	$26.48
5	$24.99	$25.74	$26.64
6	$25.15	$25.90	$26.81
7	$25.30	$26.06	$26.98
8	$25.46	$26.22	$27.14
9	$25.62	$26.38	$27.31
10	$25.88	$26.65	$27.58
11	$26.03	$26.81	$27.75
12	$26.19	$26.97	$27.92
13	$26.34	$27.13	$28.08
14	$26.50	$27.29	$28.25
15	$26.65	$27.45	$28.41
16	$26.81	$27.61	$28.58
17	$26.96	$27.77	$28.75
18	$27.12	$27.93	$28.91
19	$27.28	$28.09	$29.08
20	$27.44	$28.26	$29.25
21	$27.60	$28.43	$29.43
22	$27.77	$28.60	$29.60
23	$27.94	$28.77	$29.78
24	$28.10	$28.95	$29.96
25	$28.27	$29.12	$30.14
26	$28.44	$29.30	$30.32
*B98	$30.67	$31.59	$32.69

*** Employees Hired Before 07/01/1998**

Child Nutrition

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5% Mkt Adj	3.00%	3.50%
0	$18.24	$18.79	$19.44
1	$18.39	$18.95	$19.61
2	$18.55	$19.11	$19.78
3	$18.71	$19.27	$19.94
4	$18.86	$19.43	$20.11
5	$19.02	$19.59	$20.27
6	$19.17	$19.75	$20.44
7	$19.33	$19.91	$20.61
8	$19.48	$20.07	$20.77
9	$19.64	$20.23	$20.94
10	$19.90	$20.50	$21.21
11	$20.05	$20.66	$21.38
12	$20.21	$20.82	$21.55
13	$20.37	$20.98	$21.71
14	$20.52	$21.14	$21.88
15	$20.68	$21.30	$22.04
16	$20.83	$21.46	$22.21
17	$20.99	$21.62	$22.37
18	$21.14	$21.78	$22.54
19	$21.30	$21.94	$22.71
20	$21.43	$22.07	$22.84
21	$21.56	$22.20	$22.98
22	$21.69	$22.34	$23.12
23	$21.82	$22.47	$23.26
24	$21.95	$22.60	$23.40
25	$22.08	$22.74	$23.54
26	$22.21	$22.88	$23.68

CNS Leader/CNS Shipping & Receiving

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$20.68	$21.30	$22.04
1	$20.83	$21.46	$22.21
2	$20.99	$21.62	$22.37
3	$21.14	$21.78	$22.54
4	$21.30	$21.94	$22.71
5	$21.46	$22.10	$22.87
6	$21.61	$22.26	$23.04
7	$21.77	$22.42	$23.20
8	$21.92	$22.58	$23.37
9	$22.08	$22.74	$23.54
10	$22.34	$23.01	$23.81
11	$22.49	$23.17	$23.98
12	$22.65	$23.33	$24.14
13	$22.80	$23.49	$24.31
14	$22.96	$23.65	$24.48
15	$23.12	$23.81	$24.64
16	$23.27	$23.97	$24.81
17	$23.43	$24.13	$24.97
18	$23.58	$24.29	$25.14
19	$23.74	$24.45	$25.31
20	$23.88	$24.60	$25.46
21	$24.02	$24.74	$25.61
22	$24.17	$24.89	$25.76
23	$24.31	$25.04	$25.92
24	$24.46	$25.19	$26.07
25	$24.61	$25.34	$26.23
26	$24.75	$25.50	$26.39

Custodian

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$19.95	$20.55	$21.27
1	$20.11	$20.71	$21.43
2	$20.26	$20.87	$21.60
3	$20.42	$21.03	$21.77
4	$20.57	$21.19	$21.93
5	$20.73	$21.35	$22.10
6	$20.88	$21.51	$22.26
7	$21.04	$21.67	$22.43
8	$21.20	$21.83	$22.60
9	$21.35	$21.99	$22.76
10	$21.61	$22.26	$23.04
11	$21.77	$22.42	$23.20
12	$21.92	$22.58	$23.37
13	$22.08	$22.74	$23.54
14	$22.23	$22.90	$23.70
15	$22.39	$23.06	$23.87
16	$22.54	$23.22	$24.03
17	$22.70	$23.38	$24.20
18	$22.86	$23.54	$24.37
19	$23.01	$23.70	$24.53
20	$23.15	$23.84	$24.68
21	$23.29	$23.99	$24.83
22	$23.43	$24.13	$24.98
23	$23.57	$24.28	$25.13
24	$23.71	$24.42	$25.28
25	$23.85	$24.57	$25.43
26	$24.00	$24.72	$25.58

Educational Assistant

(Clerical, Bus Monitor, Playground, Generalized EA)

Employees Hired After 07/01/1998

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5% Mkt Adj.	3.00%	3.50%
0	$20.55	$21.17	$21.91
1	$20.71	$21.33	$22.08
2	$20.86	$21.49	$22.24
3	$21.02	$21.65	$22.41
4	$21.18	$21.81	$22.57
5	$21.33	$21.97	$22.74
6	$21.49	$22.13	$22.91
7	$21.64	$22.29	$23.07
8	$21.80	$22.45	$23.24
9	$21.95	$22.61	$23.40
10	$22.21	$22.88	$23.68
11	$22.37	$23.04	$23.85
12	$22.52	$23.20	$24.01
13	$22.68	$23.36	$24.18
14	$22.84	$23.52	$24.34
15	$22.99	$23.68	$24.51
16	$23.15	$23.84	$24.68
17	$23.30	$24.00	$24.84
18	$23.46	$24.16	$25.01
19	$23.61	$24.32	$25.17
20	$23.76	$24.47	$25.32
21	$23.90	$24.61	$25.48
22	$24.04	$24.76	$25.63
23	$24.19	$24.91	$25.78
24	$24.33	$25.06	$25.94
25	$24.48	$25.21	$26.09
26	$24.62	$25.36	$26.25
*B98	$27.47	$28.29	$29.28

*** Employees Hired Before 07/01/1998**

Educational Assistant

Specialized

Employees Hired After 07/01/1998

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5% Mkt Adj.	3.00%	3.50%
0	$22.05	$22.67	$23.41
1	$22.21	$22.83	$23.58
2	$22.36	$22.99	$23.74
3	$22.52	$23.15	$23.91
4	$22.68	$23.31	$24.07
5	$22.83	$23.47	$24.24
6	$22.99	$23.63	$24.41
7	$23.14	$23.79	$24.57
8	$23.30	$23.95	$24.74
9	$23.45	$24.11	$24.90
10	$23.71	$24.38	$25.18
11	$23.87	$24.54	$25.35
12	$24.02	$24.70	$25.51
13	$24.18	$24.86	$25.68
14	$24.34	$25.02	$25.84
15	$24.49	$25.18	$26.01
16	$24.65	$25.34	$26.18
17	$24.80	$25.50	$26.34
18	$24.96	$25.66	$26.51
19	$25.11	$25.82	$26.67
20	$25.26	$25.97	$26.82
21	$25.40	$26.11	$26.98
22	$25.54	$26.26	$27.13
23	$25.69	$26.41	$27.28
24	$25.83	$26.56	$27.44
25	$25.98	$26.71	$27.59
26	$26.12	$26.86	$27.75
*B98	$28.97	$29.79	$30.78

*** Employees Hired Before 07/01/1998**

Head Mechanic

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$33.67	$34.68	$35.89
1	$33.82	$34.84	$36.06
2	$33.98	$35.00	$36.22
3	$34.13	$35.16	$36.39
4	$34.29	$35.32	$36.55
5	$34.45	$35.48	$36.72
6	$34.60	$35.64	$36.89
7	$34.76	$35.80	$37.05
8	$34.91	$35.96	$37.22
9	$35.07	$36.12	$37.38
10	$35.33	$36.39	$37.66
11	$35.48	$36.55	$37.83
12	$35.64	$36.71	$37.99
13	$35.79	$36.87	$38.16
14	$35.95	$37.03	$38.32
15	$36.11	$37.19	$38.49
16	$36.26	$37.35	$38.66
17	$36.42	$37.51	$38.82
18	$36.57	$37.67	$38.99
19	$36.73	$37.83	$39.15
20	$36.95	$38.06	$39.39
21	$37.17	$38.28	$39.62
22	$37.39	$38.51	$39.86
23	$37.62	$38.75	$40.10
24	$37.84	$38.98	$40.34
25	$38.07	$39.21	$40.58
26	$38.30	$39.45	$40.83

Maintenance - Delivery Driver

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$23.43	$24.13	$24.97
1	$23.58	$24.29	$25.14
2	$23.74	$24.45	$25.31
3	$23.89	$24.61	$25.47
4	$24.05	$24.77	$25.64
5	$24.20	$24.93	$25.80
6	$24.36	$25.09	$25.97
7	$24.52	$25.25	$26.14
8	$24.67	$25.41	$26.30
9	$24.83	$25.57	$26.47
10	$25.09	$25.84	$26.74
11	$25.24	$26.00	$26.91
12	$25.40	$26.16	$27.08
13	$25.55	$26.32	$27.24
14	$25.71	$26.48	$27.41
15	$25.86	$26.64	$27.57
16	$26.02	$26.80	$27.74
17	$26.18	$26.96	$27.91
18	$26.33	$27.12	$28.07
19	$26.49	$27.28	$28.24
20	$26.65	$27.45	$28.41
21	$26.81	$27.61	$28.58
22	$26.97	$27.78	$28.75
23	$27.13	$27.94	$28.92
24	$27.29	$28.11	$29.09
25	$27.46	$28.28	$29.27
26	$27.62	$28.45	$29.44

Maintenance Repairperson

Building & Grounds

Employees Hired After 07/01/1998

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$25.24	$26.00	$26.91
1	$25.40	$26.16	$27.08
2	$25.55	$26.32	$27.24
3	$25.71	$26.48	$27.41
4	$25.86	$26.64	$27.57
5	$26.02	$26.80	$27.74
6	$26.18	$26.96	$27.91
7	$26.33	$27.12	$28.07
8	$26.49	$27.28	$28.24
9	$26.64	$27.44	$28.40
10	$26.90	$27.71	$28.68
11	$27.06	$27.87	$28.85
12	$27.21	$28.03	$29.01
13	$27.37	$28.19	$29.18
14	$27.52	$28.35	$29.34
15	$27.68	$28.51	$29.51
16	$27.84	$28.67	$29.67
17	$27.99	$28.83	$29.84
18	$28.15	$28.99	$30.01
19	$28.30	$29.15	$30.17
20	$28.47	$29.33	$30.35
21	$28.64	$29.50	$30.54
22	$28.82	$29.68	$30.72
23	$28.99	$29.86	$30.90
24	$29.16	$30.04	$31.09
25	$29.34	$30.22	$31.28
26	$29.51	$30.40	$31.46
*B98	$31.41	$32.35	$33.48

*** Employees Hired Before 07/01/1998**

Mechanic

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$26.93	$27.74	$28.71
1	$27.09	$27.90	$28.88
2	$27.24	$28.06	$29.04
3	$27.40	$28.22	$29.21
4	$27.56	$28.38	$29.38
5	$27.71	$28.54	$29.54
6	$27.87	$28.70	$29.71
7	$28.02	$28.86	$29.87
8	$28.18	$29.02	$30.04
9	$28.33	$29.18	$30.21
10	$28.59	$29.45	$30.48
11	$28.75	$29.61	$30.65
12	$28.90	$29.77	$30.81
13	$29.06	$29.93	$30.98
14	$29.22	$30.09	$31.15
15	$29.37	$30.25	$31.31
16	$29.53	$30.41	$31.48
17	$29.68	$30.57	$31.64
18	$29.84	$30.73	$31.81
19	$29.99	$30.89	$31.98
20	$30.17	$31.08	$32.17
21	$30.36	$31.27	$32.36
22	$30.54	$31.45	$32.55
23	$30.72	$31.64	$32.75
24	$30.90	$31.83	$32.95
25	$31.09	$32.02	$33.14
26	$31.28	$32.22	$33.34

Media Center

Tech Assistant

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$21.59	$22.24	$23.02
1	$21.75	$22.40	$23.18
2	$21.90	$22.56	$23.35
3	$22.06	$22.72	$23.51
4	$22.21	$22.88	$23.68
5	$22.37	$23.04	$23.85
6	$22.52	$23.20	$24.01
7	$22.68	$23.36	$24.18
8	$22.84	$23.52	$24.34
9	$22.99	$23.68	$24.51
10	$23.25	$23.95	$24.79
11	$23.41	$24.11	$24.95
12	$23.56	$24.27	$25.12
13	$23.72	$24.43	$25.28
14	$23.87	$24.59	$25.45
15	$24.03	$24.75	$25.62
16	$24.18	$24.91	$25.78
17	$24.34	$25.07	$25.95
18	$24.50	$25.23	$26.11
19	$24.65	$25.39	$26.28
20	$24.80	$25.54	$26.44
21	$24.95	$25.70	$26.60
22	$25.10	$25.85	$26.76
23	$25.25	$26.01	$26.92
24	$25.40	$26.16	$27.08
25	$25.55	$26.32	$27.24
26	$25.71	$26.48	$27.40

Secretary

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$21.88	$22.54	$23.33
1	$22.04	$22.70	$23.49
2	$22.19	$22.86	$23.66
3	$22.35	$23.02	$23.82
4	$22.50	$23.18	$23.99
5	$22.66	$23.34	$24.16
6	$22.81	$23.50	$24.32
7	$22.97	$23.66	$24.49
8	$23.13	$23.82	$24.65
9	$23.28	$23.98	$24.82
10	$23.54	$24.25	$25.10
11	$23.70	$24.41	$25.26
12	$23.85	$24.57	$25.43
13	$24.01	$24.73	$25.59
14	$24.16	$24.89	$25.76
15	$24.32	$25.05	$25.93
16	$24.47	$25.21	$26.09
17	$24.63	$25.37	$26.26
18	$24.79	$25.53	$26.42
19	$24.94	$25.69	$26.59
20	$25.09	$25.84	$26.75
21	$25.24	$26.00	$26.91
22	$25.39	$26.15	$27.07
23	$25.55	$26.31	$27.23
24	$25.70	$26.47	$27.40
25	$25.85	$26.63	$27.56
26	$26.01	$26.79	$27.73

Van Driver

Steps	2026-27	2027-28	2028-29
	3.25% w/0.5%Mkt Adj.	3.00%	3.50%
0	$22.21	$22.88	$23.68
1	$22.37	$23.04	$23.85
2	$22.52	$23.20	$24.01
3	$22.68	$23.36	$24.18
4	$22.84	$23.52	$24.34
5	$22.99	$23.68	$24.51
6	$23.15	$23.84	$24.68
7	$23.30	$24.00	$24.84
8	$23.46	$24.16	$25.01
9	$23.61	$24.32	$25.17
10	$23.87	$24.59	$25.45
11	$24.03	$24.75	$25.62
12	$24.18	$24.91	$25.78
13	$24.34	$25.07	$25.95
14	$24.50	$25.23	$26.11
15	$24.65	$25.39	$26.28
16	$24.81	$25.55	$26.45
17	$24.96	$25.71	$26.61
18	$25.12	$25.87	$26.78
19	$25.27	$26.03	$26.94
20	$25.43	$26.19	$27.10
21	$25.58	$26.35	$27.27
22	$25.73	$26.50	$27.43
23	$25.89	$26.66	$27.60
24	$26.04	$26.82	$27.76
25	$26.20	$26.98	$27.93
26	$26.35	$27.14	$28.09

APPENDIX C

SYCAMORE
COMMUNITY SCHOOLS
Our students. Our future.

EMPLOYEE ABSENCE FORM

Name: _____

School(s): _____ Position: _____

Date(s) of Absence: _____ Number of Days Absent: _____

_____ Partial Day Time Left: _____ Time Returned/Arrived: _____

REASON FOR ABSENCE:

SICK LEAVE

_____**Personal Illness/Injury**

_____**Family Illness** – (Circle relationship) spouse, child, employee's father, employee's mother

_____**Death in Family** – (Circle relationship) spouse, parent, grandparent, brother, sister, child, grandchild, and in-laws of the same relationship.

PERSONAL LEAVE

_____**Personal Leave**

_____**Without Pay**

Reason: _____

_____

EXCUSED ABSENCE

_____**Excused Absence**: (field trip, curriculum meeting, jury duty, sporting event, association leave)

Purpose and location: _____

_____

VACATION

_____**Vacation**: _____Number of days _____ Last day worked

EMPLOYEE SIGNATURE: _____ **DATE** _____

PERSONAL LEAVE AND VACATION LEAVE NEED APPROVAL
from the building administrator/supervisor or designee before it can be processed.

Administrator/Supervisor or Designee Signature: _____

Rev 7/2013

APPENDIX D

This agreement shall include supplemental contract positions of Band Equipment Truck Driver and Band Semi Truck Driver. In order to qualify to apply for this position, a person must possess a Commercial Driver's License (CDL) with the appropriate endorsement and maintain said license during the terms of the supplemental contract.

These positions shall be paid at a rate of $2,400 per year.