

MASTER AGREEMENT

between the

**TALAWANDA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and

TALAWANDA CLASSIFIED STAFF ASSOCIATION / OEA / NEA

July 1, 2024 - June 30, 2027

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INTRODUCTION

It is the purpose of this Agreement to establish an orderly manner to consider and resolve issues to be negotiated between the Talawanda Board of Education and Talawanda Classified Staff Association / Ohio Education Association / National Education Association.

ARTICLE I - RECOGNITION

1.01 Recognition of the Association

The Board of Education of the Talawanda School District, hereinafter referred to as the "Board," recognizes the Talawanda Classified Staff Association, affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all non-certificated employees employed by the Board, with the exception of the Treasurer, Assistant Treasurer I, Assistant Treasurer II, Assistant Treasurer III, all Administrators, the Secretaries to the Superintendent, Facilities Secretary, and the Secretar(ies) to the Curriculum Director, Director of Human Resources, and Treasurer.

1.02 Recognition of the Board

The Association recognizes the Board as the elected representative of the people of the Talawanda School District and as the employer of the school employees in the Talawanda School District.

1.03 Use of Term "Superintendent"

Unless specifically stated to the contrary, the term "Superintendent" shall mean either the Superintendent of the Talawanda City School District or his/her designee. This designation shall apply to all Articles of this Agreement.

ARTICLE II – MANAGEMENT AND ASSOCIATION RIGHTS

2.01 Management Rights

Management possesses those rights set forth in O.R.C. 4117.08(C).

2.02 Association Rights

The Talawanda Classified Staff Association / OEA / NEA shall be accorded the following rights:

A. Access to Board Agenda

The TCSA / OEA / NEA President shall receive a copy of the agenda for each Board meeting for which an agenda is prepared. He/She shall be sent a copy at the same time a copy is sent to the Board members.

B. Access to Board Facilities and Equipment

The following rights may be exercised as rights so long as the exercise of such rights does not disrupt or interfere with school activities or employees' job duties:

1. Use of school facilities for TCSA / OEA / NEA meetings in accordance with Board policy.
2. Use of designated bulletin boards in each District building to which members of the bargaining unit are assigned to work on which to post TCSA / OEA / NEA information.
3. Use of public address systems in the schools to convey messages to the membership in a given building (i.e. meeting notices) at a time designated by the building principal.
4. Use of regular daily inter-school mail system.
5. Use of individual school equipment including typewriters, e-mail, mimeograph machines, other duplication equipment, calculating machines, and all types of audiovisual equipment where such equipment is not otherwise in use and is not used on school time. Association use of school equipment shall be permitted provided that:
 - a. A request is made and use is arranged for in advance.
 - b. All equipment shall be checked as to condition by the principal or his/her designated representative and the Association representative prior to its use so that in the event of damage or breakage the Association shall be responsible to repair or replace at prorated machine value.

- c. The use is strictly to service the legitimate business of the Association as it relates to the membership in the building such as the duplication of records, notices, correspondence, etc.
- d. The purpose is for internal business use of the Association and is not for public distribution.
- e. Supplies in connection with such equipment used shall be furnished or paid for by the Association including paper, dittoes, etc.

C. Access to Member Directory

A directory of the employees, including addresses, shall be given to the Association annually, as soon as it is available each school year. The address of any newly hired employee shall be provided following Board approval of his/her contract unless he/she specifically requests otherwise in writing.

D. Collection of Association Dues

1. Employees may at any time sign and deliver to the Treasurer of the Board a payroll deduction authorization requesting deduction of membership dues and assessments of the Talawanda Classified Staff Association / OEA / NEA. Such authorization shall continue in effect through the last payroll period of September of each year and may, at the employee's option, continue in effect until such time that said employee gives written notice, between the dates of August 15 and September 15, to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.
2. The total amount of deductions shall be prorated in equal portions over the remaining payroll periods through the last payroll period in September. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of employees from whom the deductions are made and the amount for each said employee.
3. If an employee gives written notice to the Treasurer of the Board, between the dates of August 15 and September 15, to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association within ten (10) days of such action, the name of said employee making such a request.
4. The Association shall indemnify, defend and hold the Board, its members and employees harmless against any costs, damages, claims or other legal or administrative action that is caused by or arises out of the Board and/or its employees taking action consistent with the terms of this Article.

ARTICLE III – NEGOTIATIONS

3.01 Procedures

A. Initiation of Negotiations

The bargaining procedure for a successor agreement shall be initiated not less than one hundred twenty (120) days prior to the expiration of this contract. Upon receipt of the letter to initiate the bargaining procedure from the President of the Association or from the Superintendent, the receiving party shall respond within ten (10) working days. Unless the parties mutually agree otherwise, the parties shall meet at a mutually agreeable time and place not later than twenty (20) calendar days following receipt of the letter to initiate bargaining. The initial session, and all future sessions, shall not adjourn until a time, place, and date have been established for the next bargaining session, until all matters submitted for bargaining have been agreed to or otherwise resolved. The requesting party shall serve a copy of the request to open bargaining upon the State Employment Relations Board (SERB).

B. Scope of Negotiations

Those matters which may be negotiated are as set forth in O.R.C. Chapter 4117.

C. Negotiations Teams

The Board and the Association shall be represented at all negotiations meetings by teams of negotiators not to exceed seven (7) in number. Each party shall determine the composition of its Negotiating Team. All negotiations shall be conducted exclusively between said teams. Negotiations meetings shall be scheduled at a mutually agreeable time. When negotiations sessions are scheduled during members work hours, members shall be granted paid release time from work as professional leave and shall not have to make up that work.

D. Information

The Board and Association each agree to provide to the other upon written request and in a reasonable time period, information available concerning financial resources of the District and such other information as will assist the respective negotiations teams in developing intelligent, accurate and constructive programs. In the case of the Board, said information is that which is otherwise available to the public.

E. Good Faith Bargaining

Both parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith but such obligation does not

compel either party to agree to a proposal or require the making of a concession.

F. Consultants

The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

G. Caucus

Upon the request of either party, the negotiations meeting shall be recessed to permit the parties to caucus.

H. News Releases

While negotiations are in process or the impasse procedure is in place, news releases shall be made only with mutual agreement of the negotiations teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release. Progress reports may be made to the represented bodies by either negotiations team at the discretion of the team. Such reports will not be used to form the basis for news stories or press releases.

3.02 Agreement

When an issue has been tentatively resolved, the issue shall be reduced to writing and initialed by a representative of each party. When agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, each issue shall be reduced to writing and be signed by members of the bargaining team and presented to the Association and to the Board within ten (10) working days of the final bargaining session for their ratification. Following ratification, it shall be signed by the President of the Association, the President of the Board and the Superintendent. Both parties may determine to have other representatives sign the Agreement as appropriate.

3.03 Impasse

If the parties fail to reach agreement, the parties shall request the services of the Federal Mediation and Conciliation Service. Such mediation services shall continue for no longer than thirty (30) days. Upon expiration of the contract and the impasse procedures the Association and the Board shall retain all rights afforded to them in O.R.C. Chapter 4117. This procedure shall constitute a M.A.D. as permitted by law, and shall be the exclusive impasse process. This procedure shall supersede, where applicable, the provisions of Ohio Revised Code Chapter 4117 related to bargaining impasse.

In order for the Association to exercise its statutory right to strike on those issues that are negotiable in accordance with the provisions of this Agreement, the Association must ensure that all of the following have occurred prior to any work stoppage:

- A. The effective date of any agreement provisions at issue has expired and/or the entire contract has expired; and
- B. The impasse procedures set forth in this Agreement have been completed; and
- C. The Association provides the Board statutory notice of intent to strike as required by O.R.C. Chapter 4117.

3.04 No Reprisal

No reprisal of any kind shall be taken by or against any participant in negotiations with the Board or its Administrators by reason of such activity.

3.05 Severability

If any provision of this Negotiated Agreement or any application of the Negotiated Agreement to the District, to any school employee or employees shall be found contrary to law, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force.

3.06 Amendment

If, during the life of this Agreement, bargaining is necessary said bargaining shall be in keeping with the bargaining procedures set forth in this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Definitions

- A. A "grievance" is defined as a claim by an employee, or the Association (hereinafter called the "grievant"), that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. A "grievant" may be an individual or the Association in a class action grievance or a grievance affecting Association rights. A "class action" grievance is a grievance affecting two or more members of the bargaining unit.
- C. "Days," as used in this procedure, shall be any work day, Monday through Friday, exclusive of negotiated or school observed holidays. During the summer recess, "days" shall be taken to mean any day, Monday through Friday, exclusive of federally observed holidays, leave days, or vacation days of any party to the grievance. Also excluded are non-contract days of any administrator who is a party to the grievance.
- D. "Representation or representative," as provided for in and throughout this procedure, shall be any member of the Association or its agents. The aggrieved may not be represented by an officer or employee of any employee's organization other than the recognized Association.

4.02 General Provisions

- A. The time limits provided for in this Article shall be strictly observed, but may be extended by written agreement of both parties.
- B. Unless the time limits have been extended by mutual agreement, the failure of the grievant to act on any grievance within the prescribed time limits shall act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall cause the grievance to advance to the next Level of the grievance procedure.
- C. The grievant may be represented at all stages of the formal grievance procedure by any person of his/her own choosing so long as such representation is consistent with the representation provisions above. Any member of the bargaining unit shall have the right to present grievances and have them resolved, without the intervention of the Association, as long as the resolution is not inconsistent with the terms of this Agreement and as long as the Association has the opportunity to be present at any meeting or hearing where a resolution is reached.
- D. The President of the Association or his/her designee and the grievant shall receive prior notice of each meeting held on Levels I through IV to resolve a formally filed grievance.

- E. The Board, administration, and the Association will cooperate with the investigation of any grievance, and further, the parties will furnish each other such information as is requested and available for the processing of any grievance.
- F. If a grievance appears to arise from the actions of any authority higher than the immediate supervisor and/or affects a group of members of the Association, it may, if mutually agreed upon by the Superintendent and the grievant (or the grievant's representative), be submitted at Level II described below.
- G. Formal hearings or meetings held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such meetings or hearings shall have provision for: (a) initial presentation of grievant's case; (b) explanation of the administration's position; (c) final summaries, if applicable.
- H. Should the administration determine that the investigation and/or processing of any grievance require that an employee and/or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- I. A grievance may be withdrawn at any level without prejudice or record.
- J. Suspension of processing a grievance at any level by the aggrieved party shall indicate the grievance has been resolved at that level.
- K. No. reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.
- L. Grievances and administrative responses shall not be filed in the personnel file of any employee, but may be maintained in a separate grievance file.

4.03 Informal Procedure

In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate administrator who has the authority to bring about a resolution of the alleged problem.

4.04 Formal Procedure

If a grievance is not resolved informally, said grievance may be processed in keeping with the following:

LEVEL I

The grievance shall be reduced to writing, including the alleged violation and relief sought. The specific section of this Agreement alleged to have been violated must be set forth in the grievance. Failure to do so shall render the grievance null and void.

The grievance shall be submitted to the grievant's administrative supervisor within thirty (30) days of the act or condition giving rise to the grievance. Within fifteen (15) days of the submission of the written grievance, the administrator involved shall meet with the grievant to discuss the stated grievance. The aggrieved party and/or the administrator may have representation at this meeting. Within fifteen (15) days of said meeting, the administrator shall provide a written response to the aggrieved. The Association and the Superintendent shall both be provided a copy of the disposition of the grievance by the administrator. If the aggrieved is not satisfied with the written response, or no disposition of the grievance has been made within the time limits set forth in Level I, the aggrieved may submit the grievance to the Superintendent at Level II within fifteen (15) days of the receipt of the administrator's response or the date by which the response was due, whichever comes first.

LEVEL II

Within fifteen (15) days of the receipt of the written grievance by the Superintendent, the Superintendent (not designee) shall meet with the grievant to discuss the stated grievance. The aggrieved party and/or the Superintendent may have representation at this meeting. Within fifteen (15) days of said meeting, the Superintendent shall provide a written response to the aggrieved. The Association and the principal shall be provided copies of the disposition of the grievance by the Superintendent. If the aggrieved is not satisfied with the written response, or if no disposition of the grievance has been made within the time limits set forth in Level II, the aggrieved may submit the grievance to mediation at Level III within fifteen (15) days of the receipt of the Level II response. Notice of such appeal shall be filed with the Board Treasurer and the Superintendent at the same time.

LEVEL III

Unless the Board and the Association mutually agree to proceed to Level IV, the parties shall jointly notify the Federal Mediation and Conciliation Service ("FMCS") that the grievance is submitted to the FMCS for mediation. Every effort will be made to complete grievance mediation within thirty (30) days of submission of this request.

All grievance mediation proceedings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Services governing such grievance mediation.

The grievance mediation process shall be informal. Rules of evidence shall not apply and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.

At the request of both parties, the mediator shall issue a recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in the case.

The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.

If the grievance is not resolved and is subsequently moved to arbitration, such proceedings shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

The Association and the Board shall mutually agree to share equally any mediator's charge and administration expenses.

In the event the grievant is not satisfied with the disposition of the grievance by mediation, the Association may submit the grievance to an impartial third party (at Level IV) by filing a request with the Treasurer and Superintendent within fifteen (15) days of the conclusion of the mediation session.

LEVEL IV

The representatives shall select an impartial third party from an agreed upon panel of arbitrators. Such impartial third party shall have no power to alter, add to, or subtract from the stated policies and rights herein contained and his/her decision shall be advisory upon the parties. All parties to the grievance may be represented at any hearing conducted by the impartial third party. The fees and expenses of the impartial third party shall be equally borne by the parties.

Arbitration Panel

(To be selected in order of appearance)

**Mitchell Goldberg
Tom Nowell
Rob Stein**

ARTICLE V – LABOR-MANAGEMENT COMMITTEE

- 5.01 An advisory committee consisting of five (5) TCSA members shall be established to meet with the Superintendent, as needed or at least on a bi-monthly basis at a mutually agreeable time. Unless approved in advance by the Superintendent, committee members shall not be released from work to attend such meetings. The purpose of this advisory committee shall be to provide the Superintendent with input and discuss matters of mutual concern. School programs, in-service, building needs, the school calendar, and pay dates, for example, shall be legitimate items for discussion by the advisory committee.

ARTICLE VI – INDIVIDUAL RIGHTS

6.01 Assignments, Vacancies, Transfers

A. Assignment

All non-teaching employees shall have a regular assignment unless a shorter work week is so designated in their contract. The Superintendent shall designate the work schedule for each employee. Educational assistants shall be notified of their assignment for the next school year at or before the regular board meeting in June.

B. Vacancies and Transfers

1. Posting Job Openings

All job openings for classified employees shall be posted within fifteen (15) days of the Administration's intent on filling said vacancy by posting in all school buildings and job sites in the District and on the District website. When school is not in session, the notice shall be posted and sent to the TCSA President. A vacancy shall be defined as any new or existing position, which the Board intends on filling, that is open as a result of transfer, resignation, retirement, death or creation of a new position, but excluding seasonal positions. Transfers as a result of a job bid will be made within twenty-five (25) days of the end of the posting period. During any contract year on an as needed basis, the Board may propose to increase an employee's hours. Such increase in the employee's hours shall not constitute a vacancy subject to the provisions of this section of the Master Agreement, unless the increase in hours would cause a part-time employee to be considered a full time employee. For all purposes arising under this Master Agreement an employee's hours shall include all hours worked under all contracts issued pursuant to this Master Agreement (i.e., calculation of salary, personal leave time, sick leave time, etc.). If an employee has had his/her hours increased, the Board upon rehire shall issue a contract to the member with the new number of hours.

2. Use of Seniority in Filing Job Vacancies

TCSA understands the duty of management to fill vacant positions with the best qualified personnel and to manage the District in the most efficient possible way. Management values the service of faithful employees and believes that longevity of service should be rewarded as feasible. To accommodate these views, vacant positions will be filled through the following procedures:

- a. A vacant position will be advertised so that all interested employees may file an application.
- b. Management will evaluate the applicants and select the applicant based on qualifications for the position, results of recent performance evaluations, and/or cost factors to the District (e.g., deadheading a bus a long distance).
- c. Where the results of recent performance evaluations are comparable as outlined in Article 6.06; where qualifications of different applicants appear to be equal; and there are no cost factors to be considered, the person with the greatest continuous seniority in the classification in which the vacancy exists will normally be selected. For this purpose the following classifications are recognized: District Maintenance and Grounds Personnel, Custodians; Food Service Employees; Specialized Educational Assistants; Monitors; Clerks; Head Secretaries; and Secretaries. If a person transfers from one classification to another, classification seniority begins with the assignment to the new classification and does not transfer from the old classification. If, however, a person returns to a classification he/she formerly held, he/she may resume his/her old seniority in that classification.

The above considerations will not apply when the position of a current employee of the District is re-classified to reflect changes in the job assignment of that person.

3. Seniority Tie-Breaking Procedures

When two or more classified staff members, with the exception of educational assistants that have limited contracts, have the same seniority (meaning the date they were approved by the Board is the same), the following shall be used - in the order shown - to determine seniority ranking:

- a. Cumulative number of days worked as a substitute within the past twelve months within the same classification.
- b. Previous experience in the Talawanda School District.
- c. Total years of experience in another school, in the same classification.
- d. Date of application form or letter of application (as stamped by the Board office).

Seniority shall mean the length of continuous employment in a bargaining unit position as verified by Board minutes.

- a. Seniority shall begin to accrue from the first day of work in the bargaining unit position.
- b. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits, is in military service, or is on professional growth leave.
- c. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- d. Full time employees shall accrue one (1) year of seniority for each year that contains a minimum of one hundred twenty (120 days) worked.
- e. No employee shall accrue more than one (1) year of seniority in any work year.

4. Probationary Period

- a. **New Employees.** The paid probationary period for a new bargaining unit employee shall be two (2) years. All new bargaining unit employees shall receive a letter, within two (2) weeks after commencing employment, outlining the probationary timelines and conditions of continued employment. Probationary employees may be terminated without cause at any time during the probationary period and, if terminated, shall have no right to appeal through the grievance and arbitration provisions of the agreement, or through court. New probationary employees are employees at will.
- b. **Lateral Moves.** Lateral moves (i.e. another building, work area or shift) will not be subject to another probationary period.
- c. **Promoted Employees.** The probationary period for promoted employees shall be one year. An employee may only be demoted for cause. If the Board can show cause to remove the promoted employee, the employee shall be returned to the same or similar position to the position held prior to the promotion. The Board shall give written notice to the employee before the expiration of the probationary period. A bargaining unit member holding a position vacated by a promoted employee shall be returned to his/her prior status if the promoted employee returns to his/her prior position.

5. Return to Prior Position

An employee may not be transferred back to their prior position until they have received a written performance evaluation.

6. Involuntary Transfers

An involuntary transfer is a change of job assignment, work shift or work location which was not initiated by the employee. Involuntary transfers are within the sole prerogative of the Superintendent and will be made in the best interests of and/or to address the specific needs of the school district. If an involuntary transfer is initiated solely because of a reduction in force, the Superintendent will transfer based upon the employee's most-recent performance evaluation rating, according to the Reduction in Force procedures of Section 6.06 of the Master Agreement. If employee evaluations are comparable, then the employee with the least seniority within the classification affected shall be transferred.

7. Transfer to Higher Paying Classification

An employee moving to a higher paying classification shall be placed at the step of the new classification's wage schedule which most closely aligns with the employee's hourly rate of pay prior to the change.

6.02 Association Membership/Non-Membership

Individuals have the right to join or not to join any organization for their professional or economic improvement and membership in any organization shall not be required as a condition of either initial or continual employment.

6.03 Educational Assistants

- A. All educational aides (specialized and monitors) that work thirty (30) or more hours per week in their assignment will be eligible for health/medical benefits.
- B. The Board may lay-off (in whole or in part) a one-to-one specialized Educational assistant assigned to serve the special needs of a particular student when such services are no longer needed. In such event, the specialized educational assistant whose contract is suspended due to this lay-off shall possess recall rights according to the provisions of Article 6.06. If a laid-off specialized educational assistant accepts a vacancy to return to work as a Monitor, the employee shall be paid at the Monitor hourly rate of pay applicable to their years of service with the Talawanda School District.

6.04 Evaluation

- A. Any formal evaluation required under this Article shall be completed by an administrator or other management-level employee of the District.
- B. Each bargaining unit member, shall be evaluated at least once during each school year unless a member or administrator request an additional evaluation in writing.

- C. If a bargaining unit member's performance is rated 2 or below on any item on his/her evaluation form, his/her administrative supervisor shall meet with the employee and discuss with the employee the deficiency(ies) and, if the means for correcting the deficiency(ies) is (are) not self-evident, ways for correcting the deficiency(ies). The deficiency(ies) and, if necessary, the ways for correcting the deficiency(ies) shall be reduced to writing after the meeting and given to the employee.
- D. Each bargaining unit member shall receive a copy of his/her evaluation form to sign and return to the administrative supervisor evaluator. The bargaining unit member's signature shall indicate only that he/she has read the evaluation. Each bargaining unit member shall receive a copy of his/her signed evaluation form.
- E. A bargaining unit member may write a rebuttal to any evaluation, and his/her rebuttal shall be attached to the evaluation kept by the District.
- F. An administrative supervisor evaluator's opinion shall not be grievable.

6.05 Personnel Files

- A. Excluding routine files kept by the Board Treasurer (payroll files, medical files, etc.), there shall be only one official personnel file maintained on each employee from which records could be taken for disciplinary purposes. All entries placed in this file shall be signed and dated by the person submitting the entry and the bargaining unit member shall receive a copy when the entry is made. The file shall contain a record of non-administrative personnel who have reviewed the file and the date of the review. An administrator or other management-level employee of the District may maintain an anecdotal file on an employee, subject to the restrictions above.
- B. No material which is inaccurate, irrelevant, untimely, or incomplete shall be included in the file.
- C. The employee shall be permitted to review the contents of the employee's file at all reasonable times and may be accompanied by an Association representative.
- D. The employee shall have the right to rebut or add written comments to any information in the file.
- E. Letters of caution and reprimands, with the exception of letters of caution and reprimands related to sexual harassment and/or inappropriate relationships with students, which have been placed in the personnel file of a non-teaching employee shall state on the face of the document that the document is a "Letter of Caution" or "Reprimand" and may be kept in the file for a period of three (3) calendar years from the date of the letter of caution or reprimand. Reprimands arising out of criminal conviction shall remain in the employee's file for five (5) calendar years provided no further reprimands arising out of similar criminal

convictions are issued. If, during the three (3) year period, no further letters of cautions or reprimands are issued, the original letter of caution or reprimand shall be removed from the file. If additional letters of cautions or reprimands are received during the three (3) year period, both the new letter of caution or reprimand and any preceding ones shall be maintained in the file until a full three (3) calendar years of letter of caution and reprimand free performance has passed.

6.06 Reduction in Force

A. If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for members in accordance with the recommendations of the Superintendent. In determining the positions to be reduced, abolished, eliminated or not filled, the following sequence shall be used, subject to the Superintendent's right of assignment per O.R.C. 3319.01:

1. First, positions vacated as a result of voluntary resignation, retirement or death will not be filled;
2. Second, all contracts of re-employed retirees in affected area(s) shall not be renewed;
3. Third, contracts of members with no performance evaluation shall be reduced
4. Fourth, contracts of members within an affected classification will be reduced, first considering full-time or part-time status, and , in the following order, according to the member's most recent two years of performance evaluations. Preference will be given to continuing contract status, then to limited contracts status. Further, if a member has only one performance evaluation, that evaluation shall be the sole basis when considering their ranking below:
 - a. Members who have an average final summative evaluation rating between 0.0 and 0.9;
 - b. Members who have an average final summative evaluation rating between 1.0 and 1.9;
 - c. Members who have an average final summative evaluation rating between 2.0 and 2.4; and
 - d. Members who have an average final summative evaluation rating between 2.5 and 2.9.
 - e. Members who have an average final summative evaluation rating between 3.0 and 3.4.
 - f. Members who have an average final summative evaluation rating between 3.5 and 3.9.

- g. Members who have an average final summative evaluation rating between 4.0 and 4.4.
- h. Members who have an average final summative evaluation rating between 4.5 and 5.0.

In determining which evaluations are comparable, all members with an average final summative evaluation rating between 0.0 and .09 shall be comparable to one another; all members with an average final summative rating between 1.0 and 1.9 shall be comparable to one another; all members with an average final summative evaluation rating between 2.0 and 2.4 shall be comparable to one another; all members with an average final summative evaluation rating of 2.5 to 2.9 shall be comparable to one another; all members with an average final summative evaluation rating between 3.0 and 3.4 shall be comparable to one another; all members with an average final summative evaluation rating between 3.5 and 3.9 shall be comparable to one another; all members with an average final summative evaluation rating between 4.0 and 4.4 shall be comparable to one another; and all members with an average final summative evaluation rating between 4.5 and 5.0 shall be comparable to one another. If average final summative evaluation ratings are comparable, then seniority within classification shall control the order of RIF.

- B. Recall rights shall be retained by persons unemployed due to a layoff for a period equal to their employment with the school system up to a maximum of twelve (12) months.
 - 1. If there is a vacancy to be filled, as determined by the Board, then a suspended unit member who holds a continuing contract and who possesses the requisite qualifications to fill the position will be recalled on the basis of his/her average final summative evaluation rating. Seniority will not be the basis for recall, except where the members' average final summative evaluation ratings are "comparable," as defined above.
 - 2. A member must have an average final summative evaluation rating of at least 2.50 in order to be eligible for recall.
 - 3. When the laid off person is called back to work, his/her seniority shall be reestablished equal to that existing when the layoff occurred.
 - 4. A person on layoff shall be allowed two (2) opportunities for recall. Notice of recall shall be sent by certified mail, return receipt requested, to the most current address on file with the Board Central Office. A copy of the notice of recall shall be sent to the Association President. It shall be the duty of any employee on layoff who changes his/her address to notify the Central Office of his or her new address in writing. Employees on layoff shall be required to respond to the recall notice within five (5) days of receipt thereof. In the event that the employee fails to respond

or the certified mail notice is returned to the Board unclaimed or refused, or the individual refuses the second opportunity to return to work for any reason, his or her name shall be removed from the recall list and said employee shall have no further rights of recall.

6.07 Suspensions and Termination For Non-Probationary Employees

- A. The Superintendent shall have the right to suspend or terminate any employee for just cause. Termination decisions shall require formal Board action.
- B. In cases involving suspension for three or fewer days, employees shall be entitled to a hearing before the Superintendent. Such hearing shall provide the employee with a statement of charges against him/her and with an opportunity to explain or refute those charges.
- C. The suspension of an employee by the Superintendent for more than three days or the termination of an employee -- other than at the end of a probationary period -- shall require the following: (a) an opportunity to be heard, in timely fashion, by the Superintendent; and (b) a written notice to the employee containing the specific reasons and factual basis for the suspension or termination.
- D. Any employee who has been suspended for more than three days or terminated may within fourteen (14) days from the receipt by the employee of the notice of suspension or termination -- demand binding arbitration under the arbitration rules of the American Arbitration Association. The cost of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the Board and TCSA.
- E. The arbitrator shall hear the evidence upon the charges and specifications contained in C above, and filed with it by the Superintendent. No material amendments of or additions to said charges or specifications shall be considered by the arbitrator. The proceedings shall be informal.
- F. When issued, the opinion and award of the arbitrator shall be final and binding upon all parties. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement in light of applicable law. Should either party cancel a scheduled arbitration hearing where there is no mutual settlement of the issues in question, the party canceling the meeting shall pay the American Arbitration Association filing fee.
- G. This provision replaces the Ohio statutes relating to Civil Service and the rules and regulations of the City of Oxford Civil Service Commission, thus the employee shall have no right to appeal to the Civil Service Commission pursuant to O.R.C. Chapter 124.

ARTICLE VII – WORKING CONDITIONS

7.01 Break Periods

All eight-hour employees shall be entitled to a thirty (30) minute unpaid lunch break and two (2) paid fifteen (15) minute breaks to be coordinated with the appropriate administrator. Six to eight-hour employees shall be entitled to two (2) fifteen (15) minute breaks as assigned by the supervisor. Four up to six hour employees shall be entitled to one (1) fifteen (15) minute break as assigned by the supervisor.

7.02 Criminal Background Checks

In accordance with O.R.C. 3319.39, anyone hired into a bargaining unit position is employed on a conditional basis until the Superintendent receives a satisfactory criminal background check from the Bureau of Criminal Identification and Investigation or the Federal Bureau of Investigation. If the Superintendent receives a criminal background report from BCI or FBI that discloses a conviction or guilty plea to an offense which disqualifies the person from holding the position under O.R.C. 3319.39, the Superintendent shall hold a conference with the conditionally hired employee, where the employee will have the right to Association representation. A copy of the report shall be given to the employee, who will then have an opportunity to explain the report and any other relevant information. If the Board is required to release the person from employment pursuant to O.R.C. 3319.39, the Superintendent shall give the employee and the Association representative written notice of the release and the effective date. Other provisions of this Contract and statutes pertaining to non-renewal and termination of employees shall not apply to the release of a conditionally hired employee pursuant to O.R.C. 3319.39. Neither the employee nor the Association may file a grievance concerning the employee's release.

7.03 Dispensation of Medications and Performance of Medical Procedures

The office/nurse aide in each building shall be the primary employee designated to dispense medications in the building. Any employee required to perform unusual and difficult medical procedures shall be provided with appropriate training.

7.04 Drug Testing

- A. **Pre-Employment.** Prior to the first time an employee performs duties for the Board, the employee must undergo testing for controlled substances and alcohol. This requirement pertains to all new hires. The employer is under no obligation to hire any applicant who fails a drug or alcohol test. Employment may be conditioned upon passing a drug test upon initial employment.
- B. **Reasonable Suspicion Testing.** In the event the administration has reasonable suspicion to believe that an employee is using drugs, alcohol, or other chemical substances while on the job, or has reported to work under the influence of alcohol, drugs, or chemical substances, the administration may order the employee to submit to a urine or blood test for alcohol/drug screening. The test shall be conducted by a hospital or independent laboratory, and a triple

screen test shall be performed. The test will be at the employer's expense. All substances found will be identified, and the results will be supplied to both the employee and the administration.

- C. In the event that an employee is found to have utilized illegal drugs, abused prescription drugs or other chemical substances, or been under the influence of alcohol while on duty, the employee may be given one (1) opportunity for rehabilitation at a qualified drug/alcohol rehabilitation facility to be agreed upon by the administration and the employee. Rehabilitation shall be at the employee's expense.
- D. In the event that the employee refuses to submit to drug/alcohol screen or refuses rehabilitation, the employee will be subject to immediate termination from employment.

7.05 District Maintenance Personnel Working Conditions

- A. Should an emergency situation arise which requires attention by a member of the maintenance staff, the Board shall continue to notify the member as it has in the past.
- B. When a member of the maintenance staff is notified to attend to emergency situations, he/she return to work to attend to the emergency situation, except if they provide a reasonable explanation for not being able to attend the emergency situation.
- C. When a member of the maintenance staff returns to work to attend to an emergency situation, he/she shall be compensated in accordance with the terms and conditions of the Master Agreement between the Board and the Association.
- D. Maintenance Personnel staff shall not be permitted to utilize District maintenance trucks to travel to and from their homes.
- E. When a member of the maintenance staff returns to work to attend to an emergency situation, he/she shall be compensated at the IRS rate for all mileage traveled in his/her own vehicle to and from work and any other travel in his/her own vehicle associated with the return to work.

7.06 Meetings Outside Working Hours

Employees required to attend mandatory group meetings outside their regular schedule shall be compensated for such meetings at their regular hourly rate.

7.07 Smoking Restrictions

Bargaining unit members shall comply with Board Policy 4125: Use of Tobacco by Classified Staff, and shall refrain from using tobacco products that are banned in this policy while on duty on school property, at a school sponsored function, or while operating a motor vehicle owned by or on behalf of the Board.

7.08 Temporary Food Service Vacancies and Food Service Overtime Opportunities

When temporary vacancies occur in food service, workers with less hours may have the opportunity to work the extra hours. When banquets or extra-curricular activities require the services of food service workers, opportunities to work shall be rotated by seniority among those employees expressing a desire for the extra work.

7.09 Food Service Managers

Each food service manager's work day shall be eight (8) hours. The Board may add work days to the contractual work year as it deems necessary. Such added days may continue into ensuing contract years at the option of the Board.

7.10 Work Day for Media Aide

One Clerkper building shall be assigned to work in the Media Center and shall receive a contract for eight (8) hours duty per day in addition to their extended time assignment during the summer. This section becomes null and void if a certified librarian is hired to supervise the Elementary Media Center.

Elementary media center Clerk may be assigned other duties in the building, not to exceed two (2) hours per day, at the media center Clerk pay rate.

7.11 Work on Calamity Days

- A. When District schools are closed because the Superintendent has declared a calamity day, all employees may be required to report in-person/face-to-face. Employees who are required to work on a calamity day that shall be paid their regular rate of pay.
- B. For the first five (5) calamity days in a contract year, employees who are not required to report to work shall be paid for all time lost when the schools in which they are employed are closed due to a calamity day. Starting after the fifth (5th) calamity day in a contract year, employees who do not work on a calamity day will only be paid for hours worked to make up days in which schools are closed due to calamity.
- C. On days when schools are delayed or dismissed early, all employees except educational assistants, clerks and secretaries shall report at their regularly assigned times and shall be paid for the hours they would be scheduled for that day. Educational assistants, clerks and secretaries shall be required to report to work no later than at the delayed time for students and shall be released with the students and shall be paid for the hours they would be scheduled for that day.
- D. On calamity days, employees may be assigned to complete their work duties from home or may be required to report to work in-person/face-to-face as determined by the Superintendent or their designee.

- E.. In addition to the foregoing, employees who were excused from work and paid on a day in which their school(s) was closed due to calamity, and who are required to make up one or more days due to state, federal or District requirements, will make up such days without additional payment/compensation.

7.12 Work Year For Head Secretary

It is understood that the service period for the position of head secretary at Talawanda High School (THS) is to be 230 work days. It is further understood that should the Superintendent determine that the ten (10) additional work days are needed for this position in the summer, the head secretary at THS shall have the "right of first refusal" for the additional work days. If the head secretary at THS chooses not to work the additional work days (if requested to do so by the Superintendent), other qualified bargaining unit members may then apply for the additional work.

7.13 Contract Progression

Beginning with employees hired for the 2019-2020 school year, the contract progression for employees new to the Talawanda School District shall be:

- A. Initial Employment: 1 year probationary contract
- B. First Renewal Contract: 2 years
- C. Second Renewal Contract: 2 years
- D. Third Renewal Contract: 2 years
- E. Fourth Renewal Contract: continuing contract

All employees hired prior to the 2019-2020 contract year shall follow the following contract progression (i.e. such individuals will serve 5 years under a limited contract before being eligible for a continuing contract):

- A. 1 year initial, probationary contract
- B. 2 year contract
- C. 2 year contract
- D. Continuing contract.

7.14 Resolving Complaints Against Members

This procedure does not apply if the matter involves suspected child abuse or neglect, substance abuse or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the employee.

Initial attempts to settle complaints against members should be made informally through personal, private conferences at the school level among the member, pupil, parent, principal and other appropriate staff personnel. If the complaint cannot be settled informally, the following procedures shall be followed:

- A. The building principal shall inform the member of the nature and cause of the complaint directed toward him/her if the principal deems the complaint to be of

a serious or repetitive nature. The administrator shall offer every reasonable assistance to the member.

- B. At the request of the complainant or member, a meeting of the member, principal and the complainant will be arranged at a mutually-convenient time to discuss the complaint.
- C. If the complaint is not resolved at that level, it may be appealed to the Superintendent of schools or his/her representative who shall investigate the complaint and consult with the parties and attempt to resolve the issue.

ARTICLE VIII – LEAVES OF ABSENCE

8.01 Assault Leave

- A. In the event that an employee is required to take a leave because of a physical assault which occurs in the course of Board employment while at school or while supervising an off-site curricular or extra-curricular activity, he/she shall be entitled leave payment equivalent to his/her regular or appropriate rate of pay to a maximum of forty-five (45) days. To be eligible for assault leave, the employee must notify his/her immediate supervisor of the assault as soon as possible, and must submit a written or email report of injury to their immediate supervisor within 24 hours of the assault.
- B. Assault leave shall begin with the first day of absence from work due to the assault injury.
- C. Assault leave shall not be deducted from sick leave accumulated days.
- D. To qualify for assault leave, an employee must file a claim with the Bureau of Workers' Compensation. All medical payments shall be applied for through the Bureau of Workers' Compensation. Signed statements and/or physician's certificates as described in O.R.C. 3319.143 must be furnished.
- E. An employee shall be entitled to accumulate sick leave for all time off approved for assault leave.

8.02 Association Leave

The President of TCSA or his/her designee, and two (2) delegates shall be allowed released time with pay, not to exceed three (3) days, to attend the OEA and/or NEA Representative Assemblies. Six (6) additional days with pay shall be allowed to attend other Association conferences and training. The released time will not be charged against personal or sick leave.

8.03 Child Care Leave

- A. Notwithstanding the provisions of FMLA, upon request, an employee shall have a leave of absence, without pay, to care for a newly-born infant, the placement of a child for foster care, or newly-adopted child for up to, but not more than, one (1) work year as requested by the employee.
- B. The employee shall request said leave in writing at least sixty (60) days prior to the anticipated date of the birth of the baby and, in the case of adoption, when notice of adoption is received. The leave request shall specify the beginning and ending dates of the leave. The ending date of the leave shall coincide with the first work day of the semester.
- C. Each employee on child care leave shall have the right to participate in any or all the group insurance plans. The Board will continue to pay its share of

premium as specified by the Family and Medical Leave Act of 1993. When this leave is exhausted, the employee may continue to participate, provided he/she pays to the Board's Treasurer in advance each month the full premium due for the insurance desired.

- D. The employee returning from child care leave shall be returned to a position for which he/she is qualified.
- E. The employee returning from child care leave shall neither gain nor lose seniority. In addition, his/her use of this leave shall not affect his/her placement on the wage schedule.

8.04 Family and Medical Leave Act

- A. The Family and Medical Leave Act (FMLA) applies to eligible members of the bargaining unit.
- B. A year shall be defined as the twelve month period of time from the last usage of this leave under FMLA by the employee.
- C. FMLA leave will run concurrent with any other type of leave which also qualifies as an FMLA event.

8.05 Child Birth/Adoption Leave

Up to Twelve (12) weeks of paid sick leave for the parent or legal guardian. Additional sick leave may be used for child birth related medical conditions that are certified by a physician or other healthcare provider. Such leave shall run concurrent with FMLA leave.

8.06 Personal Leave

Three (3) days of unrestricted personal leave with pay shall be granted to employees each contract year. The use of this personal leave is subject to the following conditions:

- A. Unless an unexpected emergency arises making compliance with this section impossible, the employee shall submit the Board-approved application to use personal leave to the building principal at least five (5) workdays prior to the leave. The Superintendent will make the final decision on all personal leave requests.
- B. Employees requesting personal leave will not be required to give verbal reasons for the request.
- C. The Superintendent may grant additional unpaid personal leave days. The Superintendent's decision on this matter shall not be subject to the grievance procedure or an unfair labor practice charge.

- D. An employee may carry forward up to two (2) days of unused personal leave, not to exceed the use of more than five (5) days in any given school year.
- E. Employees will not be permitted to use personal leave from August 1 through the first day of school, except in emergency and/or special circumstances which must be preapproved by the Superintendent.

8.07 Sick Leave and Occupational Illness or Injury

A. Accrual of Sick Leave

1. Maximum Accumulation

The maximum accumulation of sick leave permitted to an employee shall be 240 days.

2. Transfer Out

An employee who leaves the District shall have a record of accumulated sick leave forwarded to his/her next place of employment. If such employment is covered by a comparable sick leave policy, or if said employee returns to the Talawanda District, all unused previously accumulated sick leave shall be placed to his/her credit upon his/her return.

3. Transfer In

A person who transfers from the service of any public agency which has a sick leave plan in the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave.

B. Use of Sick Leave

1. Non-Work Days

Absence from work on non-work days shall not be considered sick leave and shall have no effect on the employee's sick leave credit.

2. Occupational Illness or Injury

In the event of a service connected occupational illness or injury as determined by the Industrial Commission, there will be a charge against the sick leave credits or the effected employee only to the extent necessary to provide the employee with full pay, so that when the employee is receiving workmen's compensation benefit, his/her sick leave account shall only be charged on a pro-rata basis, the difference in pay between the workmen's compensation and his/her daily rate of pay. This will be accomplished by the worker presenting the check received from the Bureau of Workers' Compensation to the Treasurer of the Talawanda Board.

3. Reinstatement After Occupational Illness or Injury

Any employee absent from work because of any service connected occupational illness or injury as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay received immediately prior to the date of such illness or injury or the negotiated rate of pay at the time of his/her return, upon approval of his/her application to return to work. Such application shall be made within one year following the date of exhaustion of his/her injury leave and sick leave. This period may be extended with the approval of the Board or upon the advice of the doctor.

4. Leave without pay for reasons of health shall be granted upon request for periods not in excess of 180 school days after sick leave has expired. An employee may make written application for an extension of one (1) additional year of leave. The Board may grant a second year of leave.

5. Restrictions on Use of Sick Leave

- a. Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1 1/4) days of sick leave shall be credited members of the bargaining unit for each completed month of employment up to fifteen (15) days per year.
- b. All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this contract. Accrued credits shall be allowed to employees transferring their employment from other Boards of Education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio. Sick leave up to a total of 150 days shall be allowed for employees who come from other states where such sick leave has accumulated under the laws of that state and is certified by the proper school official. In no event shall sick leave accumulate at a greater rate than that allowed by Ohio law.
- c. On reporting to duty each employee shall be credited with five (5) days sick leave. These five (5) days are construed as being concurrent with, but not in addition to, the one and one-fourth (1 1/4) days allowed under O.R.C. 3319.141.
- d. Employees may accumulate up to a maximum of 200 days of sick leave.
- e. Accrual of one and one-fourth (1 1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.

- f. Sick leave shall be allowed for employees for periods not to exceed their accumulated sick leave amount, but with the limitations hereinafter stipulated and for the following causes:
- 1) Personal illness or injury for employee, spouse or child - for duration of the injury or illness.
 - 2) Exposure to contagious disease until quarantine is lifted or danger removed.
 - 3) Death of parent, spouse, child, ward or a relative or person who lives continuously with the employee as a member of his/her immediate family - up to ten (10) days maximum. Additional days may be granted by the Superintendent.
 - 4) Death of sister, brother, aunt, uncle, grandparent, grandchildren, step parents, or step-children - five (5) days maximum. Additional days may be granted by the Superintendent.
 - 5) Serious illness in the employee's immediate family which includes father, mother, spouse, child, or person who lives continuously with the employee as a member of his/her immediate family - until the crisis has past. Sick leave may be used for up to two (2) days per school year for serious illness of a brother or sister not residing with the employee. The Superintendent may grant exceptions.
 - 6) Child birth and/or adoption leave: six (6) weeks for the mother and/or father. Additional leave may be used for child birth related medical conditions that are certified by a physician or other healthcare provider. Thereafter, unpaid child care leave may be granted as per Section 8.03 of this Agreement.
 - 7) Foster care leave: Up to five (5) total days of paid sick leave may be used to manage and attend to the needs of providing foster care to a child. The employee must seek pre-approval by building administration and shall produce a court or other agency order to corroborate the child's placement.
- g. Employees shall be required to sign a form provided in the office of the principal which certifies the use of sick leave. (See Appendix B.) Such forms must be turned in within five (5) days following the return to work. Failure to do so shall result in pay being docked for the days missed.

The employee may be asked to list the name of the physician, if one has been seen by the employee during the illness. All personal illnesses resulting in more than five (5) days absence from work shall require a physician's statement.

- h. Employees working five (5) hours or more per day shall be permitted to take sick leave in one-quarter (1/4) day blocks to be rounded up to the next one-quarter (1/4) day. Employees working less than five (5) hours per day shall be permitted to take sick leave only in one-half (1/2) day blocks.
- i. When an employee has exhausted his/her sick leave, the employee may request of the Superintendent an advancement of sick leave days to a maximum of five (5) days.
- j. Medical Examination
 - 1) If an employee is required by the Board to receive an examination, for justifiable reasons an examination may be required by a physician at the Board's expense. The physician must be approved by the Superintendent and the TCSA President. The results of these examinations are privileged and may not be released to anyone other than the employee's private physician, the employee, and the Board.
 - 2) The physician shall state in his/her report whether the employee is able to perform his/her contractual duties.
 - 3) Required health examinations or vaccinations must be provided without costs to the members. If an employee elects to have his/her own private examinations or vaccinations, the employee shall pay said costs and provide a documented statement of satisfactory completion of the required examinations or vaccinations.
- k. Other Sick Leave:
 - 1) All other leaves herein shall be separate from sick leave.
 - 2) The employee may appeal to the Superintendent in writing for special consideration for sick leave for reasons not spelled out in this Article.

C. Abuse of Sick Leave

When the Superintendent determines that potential abuse of sick leave may exist, a meeting will be arranged with the employee, appropriate personnel, and a representative of the Association. The purpose of the meeting will be to discuss the potential abuse of sick leave and to provide the employee an

opportunity to explain, rebut or refute the suspected abuse. If a satisfactory explanation is not provided, action will be taken by the Board, including, but not limited to corrective counseling and progressive discipline.

For the purposes of this Article, abuse of sick leave is suspected if an employee shows a pattern of using sick leave:

- Before and/or after holidays;
- Before and/or after weekends or regular days off;
- Before and/or after vacations;
- Shortly after calling to find out the employee's sick leave balance;
- As soon as sick leave has accrued, thereby reducing the balance to zero or near zero;
- On the same day(s) of each week;
- An entire day for a doctor's appointment of less than a day; and
- Employees who consistently use more sick leave in the current calendar year than the Association average for the previous year (excluding lengthy absences due to serious illness, such as those covered by the FMLA or ADA and/or absence due to necessary treatment by a health care provider).

Falsification of the written, signed statement of sick leave shall be grounds for disciplinary action, including dismissal. In addition, employees who fail to comply with sick leave rules and regulations shall not be paid.

D. Attendance Incentive

An employee who has two (2) days of absence or less, not including association leave, professional leave, or vacation, shall be entitled to receive four hundred dollars (\$400.00) payable on the first pay period in the year following an employee's achievement of the attendance incentive. An employee may use bereavement leave as follows and still be eligible to receive the attendance incentive: (a) up to five (5) days per contract year for the death of the employee's spouse, mother, father or child; and (b) up to three (3) days per contract year for the death of the employee's sibling; parent-in-laws; grandparent or grandchildren. The calculation here for this benefit shall be from July 1 through June 30.

E. Sick Leave Bank

A Sick Leave Bank shall be created. Rules governing the creation and use of the Sick Leave Bank can be found at Appendix C.

8.08 Subcontracting

The Board has privatized all custodial operations at Talawanda High School and Kramer Elementary.

For the Board Office, Nelson Morrow (PDC), and the bus garage, the Board reserves the right to sub-contract custodial bargaining unit work if a vacancy has been posted for a minimum of thirty days. Should a subcontracted position become vacant, the Board shall repost the position for thirty days prior to refilling the position with a subcontractor.

The Board will continue to use District employees as custodians in all other District buildings during the term of this Agreement.

The Board shall have the discretionary authority to contract with other governmental agencies for grounds keeping duties and/or snow removal.

In the event Talawanda employees are directed to provide services to other governmental agencies, the Board and the Association shall meet to bargain over the effects on terms and conditions of employment.

8.09 Association Release Time

- A. The local president and officially elected delegates or alternates may attend annual OEA/NEA Representative Assembly by informing the Superintendent's office at least two (2) weeks prior to the assembly.
- B. The Board is not obligated for any expenses related to the assembly except to provide release time for said President, delegates or alternates.
- C. The Board shall be responsible for providing substitute in the absence of said President, delegates, or alternates.
- D. The Association President or designee shall collectively be granted additional release time up to ten (10) days to do Association work. After the third release time day is taken, the Association will reimburse the District for the pay of the substitute if one is hired to work for the absent Association representative. Approval from the Superintendent will be needed if three (3) or more consecutive days are desired.

ARTICLE IX – SALARY AND FRINGE BENEFITS

9.01 Salary

A. Base Salary

The Board shall pay employees according to their job description and experience as shown in Appendices D. Base wages shall be adjusted as follows:

1. \$2.00 shall be added to the base.
2. 2024-2025 contract year: 4.0% increase to base wages and normal step movement.
3. 2025-2026 contract year: 3.0% increase to base wages and normal step movement.
4. 2026-2027 contract year: 2.0% increase to base wages and normal step movement.

B. Overtime

If an employee has been authorized to work more than forty (40) hours per week, said employee shall be paid at the rate of time and one-half (1 ½) for all hours over forty (40) hours per week. Employees required to work on Saturdays shall be paid at one and one-half (1 ½) times their regular rate for all hours worked. Employees required to work on Sundays, or holidays shall be paid at double their regular rate for all hours worked. It is understood, however, that employees shall not be paid twice for the same hours of work.

Except in emergencies which require the immediate attention of an employee in close proximity to the worksite, opportunities to work overtime shall be rotated first by seniority within the classification within the building among those employees expressing a desire for the extra work. It shall be the responsibility of staff within the classification within the building to keep track of the rotation schedule, but it shall be the responsibility of the employer to ensure that the rotation system is followed.

C. Pay to Regular Employees for Replacement Work

All regular employees shall be paid at no less than their regular rate for additional hours worked while substituting for another employee in the same job classification.

D. Pay for Temporary Assignment to Higher Job Classification

1. When an employee is assigned the duties of a higher job classification, no adjustment in pay shall be made for the first five (5) days of such assignment. If the assignment continues beyond the five (5) consecutive working days, the employee with the temporary assignment shall receive the pay for the higher position at the step equivalent to the current step at which the employee works.
2. The higher rate of pay shall become effective retroactive to the first day of the assignment of the employee to the higher classification.
3. The clause does not apply to any employee who assumes the responsibility for a higher position as the result of an absence of a supervisor for vacation purposes.

E. Night Shift Differential

Custodians who work the evening shift shall receive an additional fifteen (15) cents per hour of work.

F. Longevity Pay

Bargaining unit members completing ten years of consecutive employment with the Board shall receive a 2% salary increase.

Bargaining unit members completing twenty years of consecutive employment with the Board shall receive a 2% salary increase.

Such increase shall be applied at the beginning of the the next contract year after the member has achived the longevity increase.

9.02 Fringe Benefits

A. Educational Incentive

1. With prior approval of the Superintendent, any employee who has completed a class or combination of classes comprised of three (3) semester hours or at least forty-five (45) hours of job related classroom instruction shall be granted an additional thirty (30) cents per hour at the beginning of the first semester following completion of the work. The Superintendent shall have the final authority to determine what is or is not acceptable and shall inform the applicant in writing. The applicant must submit a request to attend the class at least fifteen (15) work days before the class begins. It is the responsibility of the employee to provide a grade slip or transcript to the Superintendent to prove successful completion of the course.

2. This section does not apply to training programs by or paid for by the Board, or to training required to qualify the employee for original or continued employment.
3. An employee may be eligible to receive no more than \$500 each contract year in tuition reimbursement for classwork taken that is directly related to the employee's job; field of work; and/or which otherwise benefits the District. A written request to take the coursework shall be submitted, in advance, to the employee's supervisor. An employee shall not be eligible for tuition reimbursement unless he/she has been approved for tuition reimbursement prior to the commencement of classes. Further, an employee must complete two (2) consecutive semesters of employment with the Board to be eligible to participate in the educational incentive program.

4.

B. Highly Qualified Paraprofessional Testing Fees

The Board shall pay all costs associated with testing all currently employed educational assistants required by law to be "highly qualified paraprofessionals."

C. Holidays

1. All employees shall be paid their regular rate of pay for the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, *Juneteenth *Independence Day, Labor Day, Thanksgiving Day, *Christmas Eve Day, and Christmas Day. Should a holiday fall on a non-work day, the holiday shall be observed on the closest work day excluding student days.

* Independence Day and Christmas Eve Day paid for employees who work 220 days or more only.

2. Custodians shall be granted a paid holiday on either Good Friday or Easter Monday if schools are not in session. Which day is to be granted shall be determined by the administration.
3. If school is not in session the day preceding a paid holiday and it is a work day for employees, employees will be granted one-half day off with pay on that day.

D. Insurance Programs

1. All insurances provided pursuant to this Agreement shall be subject to the conditions set forth in any insurance contract secured by the Board, provided, however, if the Board elects to change carriers, any insurance coverage secured shall be comparable to the coverage described in this section.

2. Unless a properly completed application for insurance(s) is filed with the Treasurer of the Board within forty-five (45) days of the date the non-teaching staff member commences active working employment, or returns to active working employment from leave, whichever is applicable, coverage shall not be available until the next open enrollment period as determined by the insurance carrier.
3. In the event a non-teaching staff member desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the non-teaching staff member must file a new application with the Treasurer of the Board. For the changed coverage to be effective on the date of the change of marital status of the non-teaching staff member, the new application must be on file with the Treasurer of the Board before the effective date of the change of marital status. The effective date of changed coverage for application received after the date of change of marital status shall be the date such application is received at the office of the insurance carrier.

4. Insurance Benefits

a. Dental Insurance

The Board shall provide dental insurance coverage as offered by the Butler County Health Plan for each member of the bargaining unit, now or hereafter, employed during the term of this Negotiated Agreement and his/her eligible dependents. The Board shall pay 100% of the cost of this coverage and any and all increases thereto.

b. Hospitalization, Surgical, Major Medical Insurance

The Board shall provide hospital/surgical and major medical insurance coverage as offered by the Butler County Health Plan for each non-certificated employee now or hereafter employed during the term of this Negotiated Agreement and his/her family which meets or exceeds specifications listed below. The Board shall pay eighty-two and one-half percent (82.5%) of the premiums for the single and family coverage.

Health care premiums shall be deducted equally over twenty-four (24) pays per year.

c. Term Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed, in the amount of \$40,000. The union understands the life insurance payout is based upon the life insurance company policy. Such insurance

shall include provisions for double indemnity in the case of accidental death or dismemberment, disability coverage benefits, and conversion privilege as well as guaranteed insurability. The full cost of the program and any increases thereof shall be paid by the Board.

5. Employees working less than thirty (30) hours per week shall not be eligible for the benefits contained in this Article except that employees who work 20 - 29.99 hours per week shall be offered dental benefits with the Board paying 50% of the premiums. Those individuals employed as of August 8, 1995 who work at least twenty (20) hours per week shall be eligible for the benefits contained in this Article. Those individuals employed as of August 8, 1995 who are not eligible for benefits contained in this Article shall be subject to the thirty (30) hour per week rule.
6. An IRS 125 plan shall be available for employees.

E. Jury Duty/Court Appearance Remuneration

When a full-time employee is called for jury service or is subpoenaed to appear in any judicial proceeding in which the employee is not a party, the employee shall keep the remuneration received for jury duty and shall receive the difference in his/her regular pay and the remuneration received for jury duty as provided by R.C. 3313.211.

F. SERS "Pick-Up"

It is hereby agreed that the Board shall allow all non-certificated staff to treat their portion of their SERS contributions as an annuity provided there is no increased cost to the Board.

The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462, 81-35, and 81-36, provided that no employee's total salary is increased by such pick-up, nor is the Board's total contribution to the School Employees Retirement System increased thereby. This "pick-up" shall be deemed mandatory and uniformly enforced, with no employee having the option of requesting alternative treatment. The dollar amount to be picked-up by the Board:

1. Shall be equal to the then current percentage amount of the mandatory SERS contribution;
2. Shall be credited by SERS as employee contributions under authority of Attorney General Opinion 82-097;
3. Shall be included in computing final average salary;

4. Shall not be reported by the Board as subject to current federal and state income tax;
5. Shall be reported by the Board as subject to city income tax; and
6. Shall not affect the calculation of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments due to absences, calculating severance pay, or reporting authorized credit information to financial institutions.

Each employee shall be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans. The Board shall not be held liable for any employee violation of these IRS exclusion allowance regulations.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board shall be held harmless and this Article of the Agreement shall be declared null and void.

G. Severance Pay

A member who is employed in the District and immediately upon leaving the employ of the District retires and participates in the State of Ohio School Employees Retirement System (SERS) shall receive severance pay in an amount equal to one-fourth (1/4) of the member's unused accumulated sick leave, not to exceed sixty (60) days of the unused accumulated sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement.

1. If eligible, the employee may elect to receive payment within thirty (30) days of submitting proof of retirement through SERS.
2. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
3. Retirement is also defined as disability retirement from Talawanda Schools.
4. The Board shall pay an employee a one thousand five hundred dollar (\$1,500) incentive stipend when the Board's receives the employee's SERS retirement notice, if the employee serves written notice of retirement, by submitting his/her resignation to the Board, prior to January 15 in the school year in which the employee retires under SERS guidelines and is completing the school year.
5. Beginning with employees hired after the effective date of the 2001-2004 Master Agreement between the Talawanda Board of Education and Talawanda Classified Staff Association/OEA/NEA, the retiring

employee must have ten (10) or more years service with Talawanda School District to be eligible for severance pay. Employees hired before the effective date of the 2001-2004 Master Agreement between the Talawanda Board of Education and Talawanda Classified Staff Association/OEA/NEA must have ten (10) or more years service with an Ohio public school district to be eligible for severance pay.

H. Uniforms

1. A uniform shirt shall be worn by custodial, maintenance personnel, and cafeteria workers. The Board shall provide six (6) uniform shirts for each custodian, maintenance person, and cafeteria worker. The Board shall replace the uniform shirts on an as needed basis.
2. Board provided uniform shirts shall be fitted, altered and delivered to the extent possible by the beginning of each school year.
3. Custodial, maintenance personnel, and cafeteria workers shall provide their own pants/shorts.

I. Vacation Time

1. Employees in service for 240 or more days in each calendar year are entitled to the paid vacation time stated in Section 3319.084 ORC, except all employees who in practice (persons employed for 220 or more days) were receiving the entitlements ensured under this provision of the contract in effect between the Board and OAPSE Chapter #308 shall continue to receive the entitlements ensured under this provision of the contract in effect between the Board and OAPSE Chapter #308, including any increase in the benefits so ensured, until such time as they resign and/or retire. This entitlement shall be increased to four (4) weeks after fifteen accumulated years service and five (5) weeks after twenty accumulated years service.
2. All employees who are eligible to receive vacation shall submit vacation requests to their building principal/administrator. Any employee who does not have a specific building assignment must submit his/her vacation request to the Central Office administrator for approval. All vacations must be approved in advance by the building principal/administrator. A vacation request for four (4) or more consecutive vacation days must be submitted fifteen (15) days prior to the date requested. A vacation request for vacation days of three (3) consecutive days or less must be submitted two (2) days prior to the date requested.
3. Employees in service for 220 to 239 days each contract year are entitled to two (2) weeks paid vacation time.

4. Employees will not be permitted to use personal leave from August 1 through the first day of school, except in emergency and/or special circumstances which must be preapproved by the Superintendent.

9.03 Pay Procedures

- A. The Board shall pay all members of the bargaining unit in twenty-four (24) equal pay installments.
- B. All employees shall be paid via Direct Deposit.

ARTICLE X – COMPLETE AGREEMENT AND DURATION

10.01 This Negotiated Agreement represents the entire agreement between the parties hereto and other agreement, either oral or written, unless executed by both parties hereto subsequent to the date of this Agreement, shall be effective to bind the parties. Further, both parties agree that they had full and adequate opportunity to present proposals, counterproposals and other demand upon and any of these proposals, counterproposals or demands not contained within this Negotiated Agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement.

10.02 The provisions of this contract shall be effective as of July 1, 2024, and shall remain in effect through June 30, 2027.

In witness thereof, the parties have set their hands on the date(s) set forth below.

TALAWANDA CLASSIFIED STAFF ASSOCIATION / OEA / NEA

TALAWANDA BOARD OF EDUCATION

Shelly Pollock 5/23/24
President Date

R. B. [Signature] 6/17/24
President Date

[Signature] 5.23.24
Vice-President/Secretary Date

[Signature] 5.30.24
Treasurer Date

[Signature] 5.30.24
Superintendent Date

TALAWANDA SCHOOL DISTRICT

PERSONAL LEAVE FORM
FOR CLASSIFIED PERSONNEL

Name _____

Date _____

School _____

Number of Days Requested _____

Date(s) of Personal Leave: Beginning _____

through _____

Unrestricted Personal Leave Requested

8.06 Personal Leave

Three (3) days of unrestricted personal leave with pay shall be granted to employees each contract year. The use of this personal leave is subject to the following conditions:

A. Unless an unexpected emergency arises making compliance with this section impossible, the employee shall submit the Board-approved application to use personal leave to the building principal at least five (5) workdays prior to the leave. The Superintendent will make the final decision on all personal leave requests.

B. Employees requesting personal leave will not be required to give verbal reasons for the request.

C. The Superintendent may grant additional unpaid personal leave days. The Superintendent's decision on this matter shall not be subject to the grievance procedure or an unfair labor practice charge.

Approved _____ Denied _____

Employee's Signature

Date

Principal's Signature of Recommendation

Date

Superintendent's Signature of Approval

Date

TALAWANDA SCHOOL DISTRICT

SICK LEAVE FORM
FOR CLASSIFIED STAFF

Name _____ Today's Date _____

Position _____ Number of Days _____

Date(s) of Sick Leave: Beginning _____ through _____

Type of Sick Leave (Check One)

- _____ Personal illness or injury of employee, employee's spouse, or employee's child - for duration of injury or illness.
- _____ Exposure to contagious disease until quarantine is lifted or danger removed.
- _____ Death of father, father-in-law, mother, mother-in-law, spouse, child, ward or a relative or person who lives continuously with the employee as a member of his/her immediate family - up to ten (10) days maximum. Additional days may be granted by the Superintendent.
- _____ Death of sister, brother, aunt, uncle, grandparent, grandchildren, stepparents, or stepchildren - five (5) days maximum. Additional days may be granted by the Superintendent.
- _____ Serious illness in the employee's immediate family which includes parent, spouse, child, or person who lives continuously with the employee as a member of his/her immediate family -- until the crisis has past. Sick leave may be used for up to two (2) days per school year for serious illness of a brother or sister not residing with the employee. The Superintendent may grant exceptions.
- _____ Child birth and/or adoption leave: twelve (12) weeks for the mother and/or father. Additional leave may be used for child birth related medical conditions that are certified by a physician or other healthcare provider. Thereafter, unpaid child care leave may be granted as per Section 8.03 of this Agreement.
- _____ Foster care leave: Up to five (5) total days of paid sick leave may be used to manage and attend to the needs of providing foster care to a child. The employee must seek pre-approval by building administration and shall produce a court or other agency order to corroborate the child's placement.

The signature below indicated that the leave requested and that the use of the leave is in keeping with the Master Agreement.

Employee's Signature Date

Superintendent's Signature of Approval Date

If medical attention was required, complete the following:

Physician's Name

Address

Date(s) Consulted

THIS FORM SHALL NOT BE CONSTRUED TO WAIVE THE PHYSICIAN-PATIENT PRIVILEGE PROVIDED BY SECTION 2317.02 OF THE REVISED CODE.

Sick Leave

- A. Employees may accumulate up to a maximum of 200 days of sick leave. Accrual of one and one-fourth days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.
- B. Employees shall be required to sign a form provided in the office of the principal which certifies the use of sick leave. Such forms must be turned in within five (5) days following the return to work. Failure to do so shall result in pay being docked for the days missed. The employee may be asked to list the name of the physician, if one has been seen by the employee during the illness. All personal illnesses resulting in more than five (5) days absence from work shall require a physician's statement.
- C. Employees working five (5) hours or more per day shall be permitted to take sick leave in one-quarter (1/4) day blocks to be rounded up to the next one-quarter (1/4) day. Employees working less than five (5) hours per day shall be permitted to take sick leave only in one-half (1/2) day blocks.
- D. Medical Examination
 - 1. If an employee is required by the Board to receive an examination, for justifiable reasons an examination may be required by a physician at the Board's expense. The physician must be approved by the Superintendent and the TCSA President. The results of these examinations are privileged and may not be released to anyone other than the employee's private physician, the employee, and the Board.
 - 2. The physician shall only state in his/her report whether the employee is able to perform his/her contractual duties.
 - 3. Required health examination or vaccinations must be provided without costs to the members. If an employee elects to have his/her own private examination or vaccinations, the employee shall pay said costs and provide a documented statement of satisfactory completion of the required examinations or vaccinations.

Note: Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16, Ohio Revised Code.

SICK LEAVE BANK

1. A Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the TCSA. Between September 1 and October 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October.

2. A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the TCSA President, one which shall be a clinic aide. The duties of the Oversight Committee shall include the following:
 - a. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September;
 - b. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;
 - c. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.);
 - d. Monitoring of all usage of days from the Sick Leave Bank;
 - e. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

3. A member must meet all of the following requirements:
 - a. The member's personal sick leave, vacation, and five (5) day Board advanced sick leave accumulations must be exhausted;
 - b. The need for additional sick leave must be based upon catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy;
 - c. A physician must verify in writing the member's need to be off work.
 - d. Member must donate at least one (1) day annually to the Sick Leave Bank in order to apply for use of Sick Leave Bank accumulated days.

- e. A member may not borrow more than forty-five (45) days from the Sick Leave Bank per school year. Under Special or extenuating circumstances a member may request an exception to the forty (45) day limit.
4. Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year or fiscal year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.
 5. Probationary employees shall be eligible to donate to and withdraw days from the Sick Leave Bank. However, probationary employees shall be able to withdraw only up to five (5) days of sick leave from the Sick Leave Bank.
 6. Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.
 7. All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

TALAWANDA SCHOOL DISTRICT

SICK LEAVE BANK DONATION FORM

The Board and the Talawanda Classified Staff Association (TCSA) have agreed to establish a Sick Leave Bank. This bank will provide for additional days of sick leave for members of the bargaining unit represented by the TCSA. Between September 1 and October 1 of each school year each member in the bargaining unit will be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations will be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave will occur and appear on the pay stub by the second pay in October.

Information regarding how the Sick Leave Bank will be managed and how requests will be processed are on the back of this form. Please review this information carefully. Leave donations cannot be refunded to your account. This donation is for the current school year only.

Employees that decide to participate should complete the form below and return it to the Treasurer's office no later than October 1.

I have read the above information and agree to donate _____ Days to the Sick Leave Bank.

Date

Employee (please print)

Signature

ADMINISTRATION OF THE SICK LEAVE BANK

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee will consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the TCSA President, one which shall be a clinic aide. The duties of the Oversight Committee shall include the following:

- a. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September.
- b. Recording of all donations and submission of a list of all donations to the Board Treasurer's office.
- c. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.)
- d. Monitoring of all usage of days from the Sick Leave Bank.
- e. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

Eligibility for use of Sick Leave Bank

- a. The member's personal sick leave, vacation, and five (5) day Board advanced sick leave accumulations must be exhausted.
- b. The need for additional sick leave must be based upon catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy.
- c. A physician must verify, in writing, the member's need to be off work.
- d. Member must donate at least one (1) day annually to the Sick Leave Bank in order to apply for use of Sick Leave Bank accumulated days.
- e. A member may not borrow more than forty-five (45) days from the Sick Leave Bank per school year. Under Special or extenuating circumstances a member may request an exception to the forty (45) day limit.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year or fiscal year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by SERS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her SERS disability retirement. However, if a member's disability is denied by the SERS Board, a member may apply for withdrawals from the Sick Leave Bank.

Probationary employees shall be eligible to donate to and withdraw days from the Sick Leave Bank. However, probationary employees shall be able to withdraw only up to five (5) days of sick leave from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

TALAWANDA SCHOOL DISTRICT

APPLICATION TO BORROW DAYS FROM SICK LEAVE BANK

Name _____

I am requesting _____ number of days from the Sick Leave Bank.

Estimated duration of illness _____

Explanation of illness:

_____ Attached is my physician's statement regarding this illness.

I have applied to the Superintendent for an advance against my unearned sick leave under the Master Agreement, Section 8.07 and was advanced _____ days of my unearned sick leave. This advance is in lieu of the one and one-quarter days of sick leave accrued for each month of service.

Signed _____

Date _____

Social Security # ____/____/____

TO: TREASURER / PAYROLL DEPARTMENT

The above employee has been approved by the Sick Leave Bank Oversight Committee to borrow

_____ days from the Sick Leave Bank.

Signed _____
(Representative, Sick Leave Bank Committee)

Date _____

APPENDIX D-1

2024-25 Salary Schedule

NOTE: This reflects the 4.00% COLA Increase

Secretarial-Clerical Employees

	1	2	3	4	5	6	7	8	10	Over 14
Head High School Secretary	1.3333 19.37	1.3803 20.05	1.4273 20.73	1.4743 21.42	1.5213 22.10	1.5683 22.78	1.6153 23.47	1.6623 24.15	1.7093 24.83	1.7563 25.51
Head Middle School Secretary	1.3333 19.37	1.3803 20.05	1.4273 20.73	1.4743 21.42	1.5213 22.10	1.5683 22.78	1.6153 23.47	1.6623 24.15	1.7093 24.83	1.7563 25.51
Head Elem. School Secretary	1.2798 18.59	1.3263 19.27	1.3728 19.94	1.4193 20.62	1.4658 21.29	1.5123 21.97	1.5588 22.64	1.6053 23.32	1.6518 24.00	1.6983 24.67
Asst. High School Secretary	1.1148 16.19	1.1553 16.78	1.1958 17.37	1.2363 17.96	1.2768 18.55	1.3173 19.14	1.3578 19.72	1.3983 20.31	1.4388 20.90	1.4793 21.49
Asst. Middle School Secretary	1.1148 16.19	1.1553 16.78	1.1958 17.37	1.2363 17.96	1.2768 18.55	1.3173 19.14	1.3578 19.72	1.3983 20.31	1.4388 20.90	1.4793 21.49
Asst. Elem. School Secretary	1.1148 16.19	1.1553 16.78	1.1958 17.37	1.2363 17.96	1.2768 18.55	1.3173 19.14	1.3578 19.72	1.3983 20.31	1.4388 20.90	1.4793 21.49

2024-25 Salary Schedule

Maintenance-Custodial Employees

	1	2	3	4	5	6	7	8	10	Over 14
District Maintenance Coordinator	1.6455 23.90	1.6950 24.62	1.7445 25.34	1.7940 26.06	1.8435 26.78	1.8930 27.50	1.9425 28.22	1.9920 28.94	2.0415 29.66	2.0910 30.38
District Maintenance Personnel	1.5652 22.74	1.6137 23.44	1.6622 24.15	1.7107 24.85	1.7592 25.56	1.8077 26.26	1.8562 26.97	1.9047 27.67	1.9532 28.37	2.0017 29.08
Groundskeeper/Maintenance Wo	1.4158 20.57	1.4558 21.15	1.4958 21.73	1.5358 22.31	1.5758 22.89	1.6158 23.47	1.6558 24.05	1.6958 24.63	1.7358 25.22	1.7758 25.80
Building Custodian	1.2531 18.20	1.2921 18.77	1.3311 19.34	1.3701 19.90	1.4091 20.47	1.4481 21.04	1.4871 21.60	1.5261 22.17	1.5651 22.74	1.6041 23.30

2024-25 Salary Schedule

Food Service Employees

	1	2	3	4	5	6	7	8	10	Over 14
High School & Middle School Food Service Manager	1.2537 18.21	1.2932 18.79	1.3327 19.36	1.3722 19.93	1.4117 20.51	1.4512 21.08	1.4907 21.66	1.5302 22.23	1.5845 23.02	1.6388 23.81
Elementary School Food Service Manager	1.2413 18.03	1.2798 18.59	1.3183 19.15	1.3568 19.71	1.3953 20.27	1.4338 20.83	1.4723 21.39	1.5108 21.95	1.5609 22.68	1.6109 23.40
Food Service Assistant Manager	1.1148 16.19	1.1513 16.73	1.1878 17.26	1.2243 17.79	1.2608 18.32	1.2973 18.85	1.3338 19.38	1.3703 19.91	1.4616 21.23	1.5528 22.56
Food Service Worker	1.0740 15.60	1.1090 16.11	1.1440 16.62	1.1790 17.13	1.2140 17.64	1.2490 18.14	1.2840 18.65	1.3190 19.16	1.3802 20.05	1.4415 20.94

2024-25 Salary Schedule

Clerk

	1	2	3	4	5	6	7	8	10	Over 14
Clerk	1.1371 16.52	1.1621 16.88	1.1871 17.25	1.2121 17.61	1.2371 17.97	1.2621 18.33	1.2871 18.70	1.3121 19.06	1.3746 19.97	1.4371 20.88

2024-25 Salary Schedule

Educational Assistant Employees

	1	2	3	4	5	6	7	8	10	Over 14
Specialized Educational Assistan	1.1371 16.52	1.1621 16.88	1.1871 17.25	1.2121 17.61	1.2371 17.97	1.2621 18.33	1.2871 18.70	1.3121 19.06	1.3746 19.97	1.4371 20.88
Monitor	1.0000 14.53	1.0245 14.88	1.0490 15.24	1.0735 15.59	1.0980 15.95	1.1225 16.31	1.1470 16.66	1.1715 17.02	1.2328 17.91	1.2940 18.80

APPENDIX D-2

2025-26 Salary Schedule

NOTE: This reflects the 3.00% COLA Increase

Secretarial-Clerical Employees

	1	2	3	4	5	6	7	8	10	Over 14
Head High School Secretary	1.3333 19.95	1.3803 20.65	1.4273 21.36	1.4743 22.06	1.5213 22.76	1.5683 23.47	1.6153 24.17	1.6623 24.87	1.7093 25.58	1.7563 26.28
Head Middle School Secretary	1.3333 19.95	1.3803 20.65	1.4273 21.36	1.4743 22.06	1.5213 22.76	1.5683 23.47	1.6153 24.17	1.6623 24.87	1.7093 25.58	1.7563 26.28
Head Elem. School Secretary	1.2798 19.15	1.3263 19.85	1.3728 20.54	1.4193 21.24	1.4658 21.93	1.5123 22.63	1.5588 23.32	1.6053 24.02	1.6518 24.72	1.6983 25.41
Asst. High School Secretary	1.1148 16.68	1.1553 17.29	1.1958 17.89	1.2363 18.50	1.2768 19.10	1.3173 19.71	1.3578 20.32	1.3983 20.92	1.4388 21.53	1.4793 22.13
Asst. Middle School Secretary	1.1148 16.68	1.1553 17.29	1.1958 17.89	1.2363 18.50	1.2768 19.10	1.3173 19.71	1.3578 20.32	1.3983 20.92	1.4388 21.53	1.4793 22.13
Asst. Elem. School Secretary	1.1148 16.68	1.1553 17.29	1.1958 17.89	1.2363 18.50	1.2768 19.10	1.3173 19.71	1.3578 20.32	1.3983 20.92	1.4388 21.53	1.4793 22.13

2025-26 Salary Schedule

Maintenance-Custodial Employees

	1	2	3	4	5	6	7	8	10	Over 14
District Maintenance Coordinator	1.6455 24.62	1.6950 25.36	1.7445 26.10	1.7940 26.84	1.8435 27.58	1.8930 28.32	1.9425 29.07	1.9920 29.81	2.0415 30.55	2.0910 31.29
District Maintenance Personnel	1.5652 23.42	1.6137 24.15	1.6622 24.87	1.7107 25.60	1.7592 26.32	1.8077 27.05	1.8562 27.77	1.9047 28.50	1.9532 29.23	2.0017 29.95
Groundskeeper/Maintenance Worker	1.4158 21.18	1.4558 21.78	1.4958 22.38	1.5358 22.98	1.5758 23.58	1.6158 24.18	1.6558 24.78	1.6958 25.37	1.7358 25.97	1.7758 26.57
Building Custodian	1.2531 18.75	1.2921 19.33	1.3311 19.92	1.3701 20.50	1.4091 21.08	1.4481 21.67	1.4871 22.25	1.5261 22.83	1.5651 23.42	1.6041 24.00

2025-26 Salary Schedule

Food Service Employees

	1	2	3	4	5	6	7	8	10	Over 14
High School & Middle School Food Service Manager	1.2537 18.76	1.2932 19.35	1.3327 19.94	1.3722 20.53	1.4117 21.12	1.4512 21.71	1.4907 22.31	1.5302 22.90	1.5845 23.71	1.6388 24.52
Elementary School Food Service Manager	1.2413 18.57	1.2798 19.15	1.3183 19.73	1.3568 20.30	1.3953 20.88	1.4338 21.45	1.4723 22.03	1.5108 22.61	1.5609 23.36	1.6109 24.10
Food Service Assistant Manager	1.1148 16.68	1.1513 17.23	1.1878 17.77	1.2243 18.32	1.2608 18.87	1.2973 19.41	1.3338 19.96	1.3703 20.50	1.4616 21.87	1.5528 23.23
Food Service Worker	1.0740 16.07	1.1090 16.59	1.1440 17.12	1.1790 17.64	1.2140 18.16	1.2490 18.69	1.2840 19.21	1.3190 19.74	1.3802 20.65	1.4415 21.57

2025-26 Salary Schedule

Clerk

	1	2	3	4	5	6	7	8	10	Over 14
Clerk	1.1371 17.01	1.1621 17.39	1.1871 17.76	1.2121 18.14	1.2371 18.51	1.2621 18.88	1.2871 19.26	1.3121 19.63	1.3746 20.57	1.4371 21.50

2025-26 Salary Schedule

Educational Assistant Employees

	1	2	3	4	5	6	7	8	10	Over 14
Specialized Educational Assistant	1.1371 17.01	1.1621 17.39	1.1871 17.76	1.2121 18.14	1.2371 18.51	1.2621 18.88	1.2871 19.26	1.3121 19.63	1.3746 20.57	1.4371 21.50
Monitor	1.0000 14.96	1.0245 15.33	1.0490 15.70	1.0735 16.06	1.0980 16.43	1.1225 16.80	1.1470 17.16	1.1715 17.53	1.2328 18.45	1.2940 19.36

APPENDIX D-3

2026-27 Salary Schedule

NOTE: This reflects the 2.00% COLA Increase

Secretarial-Clerical Employees

	1	2	3	4	5	6	7	8	10	Over 14
Head High School Secretary	1,3333 20.35	1,3803 21.07	1,4273 21.78	1,4743 22.50	1,5213 23.22	1,5683 23.94	1,6153 24.65	1,6623 25.37	1,7093 26.09	1,7563 26.80
Head Middle School Secretary	1,3333 20.35	1,3803 21.07	1,4273 21.78	1,4743 22.50	1,5213 23.22	1,5683 23.94	1,6153 24.65	1,6623 25.37	1,7093 26.09	1,7563 26.80
Head Elem. School Secretary	1,2798 19.53	1,3263 20.24	1,3728 20.95	1,4193 21.66	1,4658 22.37	1,5123 23.08	1,5588 23.79	1,6053 24.50	1,6518 25.21	1,6983 25.92
Asst. High School Secretary	1,1148 17.01	1,1553 17.63	1,1958 18.25	1,2363 18.87	1,2768 19.49	1,3173 20.10	1,3578 20.72	1,3983 21.34	1,4388 21.96	1,4793 22.58
Asst. Middle School Secretary	1,1148 17.01	1,1553 17.63	1,1958 18.25	1,2363 18.87	1,2768 19.49	1,3173 20.10	1,3578 20.72	1,3983 21.34	1,4388 21.96	1,4793 22.58
Asst. Elem. School Secretary	1,1148 17.01	1,1553 17.63	1,1958 18.25	1,2363 18.87	1,2768 19.49	1,3173 20.10	1,3578 20.72	1,3983 21.34	1,4388 21.96	1,4793 22.58

2026-27 Salary Schedule

Maintenance-Custodial Employees

	1	2	3	4	5	6	7	8	10	Over 14
District Maintenance Coordinator	1,6455 25.11	1,6950 25.87	1,7445 26.62	1,7940 27.38	1,8435 28.14	1,8930 28.89	1,9425 29.65	1,9920 30.40	2,0415 31.16	2,0910 31.91
District Maintenance Personnel	1,5652 23.89	1,6137 24.63	1,6622 25.37	1,7107 26.11	1,7592 26.85	1,8077 27.59	1,8562 28.33	1,9047 29.07	1,9532 29.81	2,0017 30.55
Groundskeeper/Maintenance Work	1,4158 21.61	1,4558 22.22	1,4958 22.83	1,5358 23.44	1,5758 24.05	1,6158 24.66	1,6558 25.27	1,6958 25.88	1,7358 26.49	1,7758 27.10
Building Custodian	1,2531 19.12	1,2921 19.72	1,3311 20.32	1,3701 20.91	1,4091 21.51	1,4481 22.10	1,4871 22.70	1,5261 23.29	1,5651 23.89	1,6041 24.48

2026-27 Salary Schedule

Food Service Employees

	1	2	3	4	5	6	7	8	10	Over 14
High School & Middle School Food Service Manager	1,2537 19.13	1,2932 19.74	1,3327 20.34	1,3722 20.94	1,4117 21.55	1,4512 22.15	1,4907 22.75	1,5302 23.35	1,5845 24.18	1,6388 25.01
Elementary School Food Service Manager	1,2413 18.94	1,2798 19.53	1,3183 20.12	1,3568 20.71	1,3953 21.30	1,4338 21.88	1,4723 22.47	1,5108 23.06	1,5609 23.82	1,6109 24.59
Food Service Assistant Manager	1,1148 17.01	1,1513 17.57	1,1878 18.13	1,2243 18.69	1,2608 19.24	1,2973 19.80	1,3338 20.36	1,3703 20.91	1,4616 22.31	1,5528 23.70
Food Service Worker	1,0740 16.39	1,1090 16.93	1,1440 17.46	1,1790 17.99	1,2140 18.53	1,2490 19.06	1,2840 19.60	1,3190 20.13	1,3802 21.06	1,4415 22.00

2026-27 Salary Schedule

Clerk

	1	2	3	4	5	6	7	8	10	Over 14
Clerk	1,1371 17.35	1,1621 17.74	1,1871 18.12	1,2121 18.50	1,2371 18.88	1,2621 19.26	1,2871 19.64	1,3121 20.03	1,3746 20.98	1,4371 21.93

2026-27 Salary Schedule

Educational Assistant Employees

	1	2	3	4	5	6	7	8	10	Over 14
Specialized Educational Assistant	1,1371 17.35	1,1621 17.74	1,1871 18.12	1,2121 18.50	1,2371 18.88	1,2621 19.26	1,2871 19.64	1,3121 20.03	1,3746 20.98	1,4371 21.93
Monitor	1,0000 15.26	1,0245 15.64	1,0490 16.01	1,0735 16.38	1,0980 16.76	1,1225 17.13	1,1470 17.51	1,1715 17.88	1,2328 18.82	1,2940 19.75