



STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

BETWEEN

**LIBERTY-BENTON
BOARD OF EDUCATION
AND
OAPSE/AFSCME LOCAL 4/AFL-CIO
AND ITS LOCAL #777**

**EFFECTIVE JULY 1, 2012
TO JUNE 30, 2015**

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**ARTICLE I
RECOGNITION**

The Liberty-Benton Local Board of Education (hereinafter referred to as the "Board") hereby recognizes OAPSE/AFSCME Local 4/AFL-CIO and its Local #777 (hereinafter referred to as the "Association") as the sole and exclusive representative for the bargaining unit.

The bargaining unit shall include all regular full-time classified employees in the following classifications:

1. Bus Drivers
2. Cooks, Cashiers and Dishwashers
3. Custodians

Employees specifically excluded from the bargaining unit include:

1. Food Service Supervisor
2. Transportation Supervisor
3. Supervisor of Maintenance and Custodial Services
4. Secretaries
5. Assistants to the Treasurer
6. Substitutes
7. All Other Employees Not Specifically Included

**ARTICLE II
MANAGEMENT RIGHTS**

The Liberty-Benton Board of Education reserves unto itself all powers, rights and responsibilities except as expressly limited by this negotiated agreement.

**ARTICLE III
PROFESSIONAL NEGOTIATIONS AGREEMENT**

A. COMMITMENT TO BARGAINING

1. **Scope of Negotiations** – The Liberty-Benton Local Board of Education shall enter into negotiations with OAPSE Local #777 for the purpose of achieving a signed master agreement covering all matters pertaining to or affecting wages, hours, terms and conditions of employment of each employee represented by the Association bargaining unit.
2. **Directing Requests** – Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board request shall be directed to the President of APSE, and Association request shall be directed to the Superintendent. A copy of said request shall be filed with the State Employment Relations Board (SERB) by the initiating party.

The initial request calling for negotiations shall be made by either party no more than ninety (90) days prior to the expiration of the current agreement. The first negotiations session shall be arranged by mutual agreement but shall take place within fifteen (15) days of the mutual request. Such meetings shall not be conducted during the regular school day unless an emergency occurs. Both parties must agree to declare such an emergency.

B. REPRESENTATION

1. Negotiating Teams – The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed six (6) members each. Neither party shall have any control over the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties will mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and in executive session.
2. Meetings shall be scheduled so as not to interfere with the normal work schedules of employees. If meetings are requested by the Board of Education during normal work hours, the employees will be paid their regular daily wages.

C. INITIAL BARGAINING SESSION

1. All issues for negotiations by the Association shall be submitted in writing at the first meeting and the Board shall submit in writing to the Association all of its issues for negotiations no later than the second meeting unless agreed otherwise by both parties.
2. Once the proposals have been exchanged, no new items shall be added during the bargaining period unless mutually agreed to by the Association and the Board bargaining teams.

D. WHILE NEGOTIATIONS ARE IN PROCESS

1. Progress Reports – News releases to the public media, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreement as to the timing and content of the release.
2. Reporting – During negotiations, interim reports will be made to the Association by its representatives and to the Board of Education by its representatives. Information from such reports shall be regarded as only proposals and shall be confidential information within the organization concerned. Any information derived from such reports shall not be disclosed to the general public.
3. Good Faith Negotiations - good Faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good Faith requires the representatives of the Board and Association to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on a proposal or to make a concession.
4. Information – The Board and the Association agree to supply available public information that is specifically requested and routinely prepared in a timely fashion. All costs of reproduction shall be assumed by the requesting party.

E. NEGOTIATIONS TIME LIMITS

1. Caucus – Upon the request of either party, the negotiation meeting shall be recessed thirty (30) minutes to permit the requesting party time to caucus in privacy. The time limit may be extended by mutual agreement.

2. Length -- The parties shall meet at times and places agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.

F. AGREEMENT

1. All tentative agreements reached by the parties pertaining to articles or section shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.
2. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Association for its ratification and to the Board for approval. Once ratified by the Association, the Board shall take action within thirty (30) days following the Association's action.

When approved, in accordance with the provision of this section, this agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This agreement shall be binding on both parties according to the negotiated agreement.

G. IMPASSE PROCEDURES

1. In the event an Agreement is not reached by negotiations after the later of sixty (60) days of bargaining or when all proposals have been fully considered by the parties and no significant issues remain to be bargained for which either party has demonstrated a willingness to negotiate further and thus there is no realistic possibility that the continuation of discussion would be fruitful, either of the parties shall have the option of declaring impasse and submitting the matters in dispute to the following mutually agreed upon dispute resolution procedure.
2. The parties shall jointly prepare a request for a mediator and direct such request to Federal Mediation and Conciliation Service.
3. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The Mediator has no authority to recommend or to bind either party to any agreements.
4. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the Association.
5. This procedure will be used as the sole method of impasse resolution.

H. MISCELLANEOUS

1. Upon final approval by both the Association and the Board, three (3) copies of the total agreement shall be signed by the President of the Board and the President of the Association. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties. The third copy shall be filed with the State Employment Relations Board within thirty (30) days of final approval by the parties.
2. The Board shall be responsible for the typing of the final negotiated agreement. The Association shall be responsible for the distribution of the agreement to bargaining unit personnel. The parties shall share the costs of production equally.
3. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

**ARTICLE IV
DUES DEDUCTION/"PEOPLE" DEDUCTION**

A. DUES DEDUCTION

The Board agrees to deduct Association dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly. Employees who are unable to pay the full union dues installment through payroll deduction, shall have the remaining amount deducted from ensuing paychecks.

Association dues, as certified annually on or before August 1 (provided, if the Board has not furnished to the Association in a timely fashion the information needed to calculate the dues, this date shall be extended to give the Association a reasonable amount of time to transmit the information to the Board), shall be deducted in twenty-six (26) equally and consecutive bi-weekly installments for all employees regardless of the length of the work year. This first installment shall be made from the first full pay period for school year employees. This deduction shall be for local dues in the amount of nine (\$9.00) dollars and sent directly to the local Treasurer. The second (2nd) through twenty-sixth (26th) deduction shall be state dues. The Association agrees that dues and fee deductions for the local shall be paid directly to the OAPSE State Office on a monthly basis. The Board shall not be responsible for any dues or fee deductions after the employee's employment terminates.

Enrollment for dues deductions shall be made upon submission of a signed authorization for to the Treasurer. Dues deduction authorization may be revoked by an employee during the 10-day period ending August 31. Dues deduction authorization not revoked during the 10-day period shall continue for a successive period of one (1) year. Written notice of revocation shall be served upon the Treasurer and State Association Treasurer. In order to be effective, such written withdrawal of the dues deduction authorization shall be sent by the employee/OAPSE member via certified mail to the Union State Treasurer, at the Union State Office, 6805 Oak Creek Drive, Columbus, Ohio 43229, so that the withdrawal arrives during the 10 calendar day period specified herein. Any withdrawal which does not arrive at the office of the Union State Treasurer in Columbus, Ohio during the specified 10 calendar day period shall not be effective, and any previously executed membership application shall remain effective and may not be withdrawn until the next ten day period. Upon timely receipt of the withdrawal, the State Association Treasurer shall notify the Employer's Treasurer of proper receipt of the withdrawal and the dues deduction shall then cease.

The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

If for any reason the board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.

B. "PEOPLE" DEDUCTION

The employer agrees to deduct from the wages of any employee who is a member of the Association a "people" (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer

and the Association. The employer agrees to remit any deductions made pursuant to this provision promptly to the Association together with an itemized statement showing the name of each from whose pay such deduction have been made and the amount deducted during the period covered by the remittance.

ARTICLE V GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: A grievance is defined as an alleged misapplication, misinterpretation or violation of only the specific and express written provisions of this Agreement.
2. Grievant: A grievant shall mean a member or group of the bargaining unit alleging that some alleged violation, misinterpretation, or misapplication of the negotiated agreement has occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
3. Days: Days shall means administrative work days.

B. GENERAL PROVISIONS

1. Time Limits: The time limit specified shall be considered a maximum. However, such time limits may be extended by mutual written agreement. Failure of the grievant to initiate the grievance or appeal a decision within the specified time limits shall result in the grievance being deemed waived and void.
2. Representation: The employee has the right to have a representative present at any formal meeting. Such representative may be an Association representative.
3. Written Decisions: Except at the informal level, all decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decision, and shall be transmitted promptly to all parties.
4. Reprisals: No reprisals of any kind shall be taken by the employer or any of its agents against any grievant, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant or his representative of the Association against the employer or any of its agents.

C. GRIEVANCE FORMS

1. Any grievance may be filed on the authorized grievance form agreed to between the parties to this Agreement.
2. Such forms must provide for naming of the specific article of the Agreement referring to the alleged violation and shall state the contention of the employee or the Association, and shall indicate the relief requested.
3. The agreed to grievance form shall be made available to any employee requesting such either through his/her supervisor or the local Association representative.

D. PROCEDURE

(Step I) Within ten (10) working days of the time a grievance arises, or knowledge of a grievance, the employee or local Association officials will present the grievance in writing to the supervisor or the appropriate designated person. Within five (5) working days after presentation of the grievance, the supervisor or designee shall give an answer in writing to the employee.

(Step II) If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, the aggrieved may appeal in writing to the Superintendent within five (5) working days of the supervisor's written response to the grievance and request a conference. Upon request, a conference shall be conducted by the Superintendent within five (5) days. The Superintendent shall address the grievance in writing, within five (5) days after the conclusion of said conference. Copies of the written disposition shall be sent to the grievant building principal and Association president.

(Step III) If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the aggrieved party, the aggrieved party may appeal the grievance to the Board of Education within ten (10) days of receipt of the written Step II disposition. The appeal to the Board of Education shall be in writing and filed with the Superintendent. The Superintendent shall place the item on the agenda for the next regular meeting of the Board of Education. If it chooses to do so, the Board may conduct a special meeting to deal with the situation. The grievant shall be assured the right to present his/her case and argument with representation before a subcommittee of the Board.

The Board of Education shall act on the appeal no later than the next regular board meeting following the board meeting at which the grievance was received. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the employee. The Board of Education shall notify the aggrieved party in writing of its decision within ten (10) days following the board meeting during which the decision is made on the grievance. Copies of the final action shall be sent to the employee, local superintendent and building principal.

(Step IV) If the grievant is not satisfied with the disposition of the grievance at Step III the Association may request a hearing before an arbitrator. The Association's request for arbitration shall be made within five (5) days following the receipt for disposition of the grievance by the Board. The Association's request for arbitration shall be by certified mail with return receipt to the Superintendent.

1. Such request for final and binding arbitration of the grievance shall specify the act or condition upon which the grievance is based, the names and addresses of the parties, the contractual clause(s) alleged to have been misapplied and the remedy sought. The parties may mutually petition the American Arbitration Association (AAA) to provide both parties with a list or lists of names from which an arbitrator will be selected and notified in accordance with the rules of the AAA.
2. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with eth advisory rules and regulations of the AAA.
3. The arbitrator shall hold the necessary hearing promptly and issue the decision. The decision shall be in writing and a copy sent to both parties. The decision of the arbitrator shall be final and binding.

4. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining agreement, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted.
5. The cost of the arbitrator and the services of the AAA shall be borne by the losing party at arbitration as determined by the arbitrator.
6. Any other expenses resulting from the arbitrator shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses except where it is agreed that such hearing is during a witness' regular hours of employment.

**ARTICLE VI
CHAIN OF COMMAND**

When a problem occurs (related one's assignment) the staff member concerned should follow this chain of command:

- #1 Supervisor/ Principal
- #2 Superintendent/Treasurer

**ARTICLE VII
LAYOFF AND RECALL**

- A. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.
 1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements in so far as practical for employees who resign, retire or otherwise vacate a position.
 2. Whenever it becomes necessary to lay off employees for reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service.
- B. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:
 - Food Service
 - Custodians
 - Bus Drivers
 1. The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on

probation shall be laid off before any employee in that classification employed under a continuing contract is laid off.

2. Those bargaining unit members who may be RIF'd from a position shall have the right to bump a less senior bargaining unit member in another area if they are properly qualified for the position as determined by the administration. (Limited contract employees shall not be allowed to bump to continuing contract employee).
3. Twenty (20) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff shall state the following:
 - a. Reasons for the layoff or reductions
 - b. The effective date of layoff
 - c. A statement advising the employee of their rights of reinstatement from the layoff.

C. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees employed under probationary contracts. Such employees shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

1. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.
2. The employee's name shall remain on the appropriate list for a period of twenty-four (24) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
3. An employee may be removed from the recall list if he/she:
 - a. Waives his/her recall rights in writing
 - b. Resigns
 - c. Fails to accept recall to a position for which he/she is certified within ten (10) administrative work days of notification
 - d. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.

The individual who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.

All recall notices and acceptance notices shall be mailed by certified mail with knowledge of receipt provided to the office of the Superintendent, or by hand delivery.

4. The Board shall not act to interfere with the employees lawful right to unemployment compensation benefits while on layoff.

**ARTICLE VIII
SENIORITY**

To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, seniority shall be defined as follows:

- A. System seniority shall be defined as the length of employment by and employee with the Board as computed from the employee's most recent date of hire. The term "continuous" shall mean no breaks in service.
- B. Job classification seniority shall be defined as the length of continuous employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classification shall correspond with the job classification set forth in Article I, Recognition.

An up-to-date seniority list shall be furnished to the Association by the end of October of each year.

**ARTICLE IX
VACANCIES**

A. Posting

When there is a vacancy or a new job within the bargaining unit and the Board determines to fill it, it shall be posted for a period of five (5) days. An employee who is interested in the position must give written notice to the Superintendent.

An employee on summer break shall receive notice of all vacancies with his/her paycheck or by U.S. mail during the summer break. Bids posted during this time shall not be removed from posting until the following Friday or five (5) days, whichever is greater.

B. Lateral Transfer

In filling a vacant position, the Board will offer the position to the bargaining unit member with the same job as the vacancy who is most senior and has applied for the position.

C. Bidding Within the Same Classification

In filling a vacant position where no employee with the same job title as the vacancy has applied for the position, the Board will offer the position to the Board-determined qualified bargaining unit member within the same classification as the vacancy who applied for the position. If two bargaining unit members with the same classification are equally qualified, the Board will offer the position to the bargaining unit member who has the most classification seniority.

D. Bidding Outside the Same Classification

In filling a vacant position where no employee with the same job title or not employee with the same classification as the vacancy is awarded the position, consideration shall be given to the most Board-determined qualified bargaining unit member. If two bargaining unit members are equally well-qualified, the Board will offer the position to the bargaining unit member who has the most system seniority.

E. Probationary Period

Successful bidders under Section C and D of this Article will have a thirty (30) day probationary period. At any time during the probationary period, the successful bidder may elect to return to

the position from which he/she bid, without loss of seniority. At any time during the probationary period, the Board may elect to return the successful bidder to the position from which he/she bid without loss of seniority. This action shall not be subject to the grievance procedure.

All vacancies created as the result of filling a vacant position with a current bargaining unit member shall not be filled on a permanent basis until the probationary period is completed.

F. Transfers

In the event an unsatisfactory work situation occurs due to a personality conflict or other pressures within a building or department, an employee may request a voluntary transfer. If no transfer is possible, appropriate disciplinary action may be considered by the Board. This procedure is not required to be utilized in lieu of discipline and will not be applicable while an employee is serving a probationary period either as a new employee or in a position into which the employee has bid.

The Board retains the right to transfer or assign any employee as it deems necessary to maintain effective and efficient operations and as may be required to provide reasonable accommodation in order to satisfy a requirement of any state or federal law. Prior to any transfer, the Association and the Superintendent will meet to discuss the situation.

G. Generally

The Board shall retain the discretion to determine if a vacancy exists. Nothing in this Article shall preclude the right of the Board from hiring outside the school system.

If a Board-determined vacancy is filled by the above process, the Board has the right to fill the newly created vacant position in a unilateral fashion with a newly hired person if it so desires.

**ARTICLE X
DISCIPLINE/SUSPENSION**

In matters of poor job performance, unacceptable conduct, violations of Board rules and regulations and/or misconduct, the following progressive discipline procedure shall be observed:

- | | |
|---------|---|
| Step 1. | Oral reprimand – noted in personnel file |
| Step 2. | Written reprimand |
| Step 3. | Suspension(s) without pay – length of time determined by Superintendent |
| Step 4. | Termination |

Depending on the severity of the situation, disciplinary action may be initiated at any level. Actions which constitute a danger to students or other personnel shall be automatic grounds to consider termination. For Steps 3 and 4:

- ★ Bargaining unit members shall have the right to Association representation. Local representation may be included in all disciplinary meetings requested by the employer or the employee. Either party must indicate if representation will be attending the disciplinary meeting.
- ★ Bargaining unit members will be provided twenty (20) calendar days to respond in writing to disciplinary records in the bargaining unit member's file. Such response will be attached to the disciplinary record.
- ★ Discipline shall be subject to the grievance procedure
- ★ Bargaining unit members shall have the right to present any related evidence on his/her behalf and the right to present and question witnesses
- ★ Bargaining unit members shall normally receive at least twenty-four (24) hours prior written notice of a disciplinary conference or hearing

Bargaining unit members have the right to petition in writing the Superintendent to disregard previous disciplinary documentation.

Records and disciplinary actions shall remain public records in accordance with Ohio Revised Code. However, in the event an employee who has records and disciplinary action in his/her personnel file and commits no additional actions within a rolling five (5) year period of time from date of disciplinary action will not have the prior disciplinary records held against him/her in future disciplinary actions.

ARTICLE XI OVERTIME

The standard work week shall be 12:01 a.m. Sunday through 11:59 p.m. the following Saturday; eight (8) hours per day, forty (40) hours per week, or for custodians during summer hours a flexible schedule not to exceed forty (40) hours per week.

Compensation shall be governed by the Fair Labor Standards Act; bargaining unit members shall be paid the established hourly rate for all hours up to and including the forty (40) hours actually required to be on duty and shall be required to complete and submit time sheets.

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

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

For the purposes of determined eligibility for overtime, overtime shall be based on hours actually worked with prior supervisory approval.

A normal work day for employees shall consist of a maximum of eight (8) hours, which shall include a one-half (.5) hour paid lunch for employees who by contract work more than six and one-half (6.5) continuous hours per work day. An employee may bid on positions which do not in the aggregate exceed eight (8) hours per day. Should a combination evolve into more than the maximum permissible hours after it is bid, the Superintendent shall reassign and adjust as necessary to stay within the maximum hour limit.

ARTICLE XII CALAMITY DAYS

In accordance with Ohio Revised Code Section 3319.08.1, bargaining unit members shall be paid their regular rate of pay for all time lost when the District is closed owing to an epidemic or other public calamity. Essential employees (i.e. custodians) must report for regular duty on all calamity days and will receive their regular rate of pay for doing so. Non-essential employees (bus drivers, cooks and cashiers) do not need to report for regular duty on a calamity day and will still receive their regular rate of pay on a calamity day pursuant to the requirements of Ohio Revised Code Section 3319.08.1. The declaration of a calamity day shall be made by the Superintendent in accordance with Administrative Guidelines.

ARTICLE XIII IN-SERVICE MEETINGS

The Board will pay up to four (4) hours at the employee's regular hourly rate of pay, or more hours as determined by the Superintendent or supervisor, provided the employee is in attendance at those meetings.

**ARTICLE XIV
LABOR-MANAGEMENT MEETINGS**

The Board and the Association agree to meet upon request of either party to address issues of mutual concern. The Board representative shall be the Superintendent. The Association shall be represented by each classification. Such meeting shall be at a mutually convenient date and time. However, unless requested by the Superintendent, the meeting shall not be during the bargaining unit members' working hours. During the term of this Agreement (2012-2015), the parties agree to discuss delay day report for cafeteria employees through Labor-Management meetings pursuant to this Article.

**ARTICLE XV
SAFETY**

1. District Compliance

The Board shall conform to and comply with all health, safety and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.

2. Safety Committee

A safety committee shall be formed composed of two (2) members appointed by the Superintendent and two (2) members appointed by OAPSE, which committee shall review health, safety, sanitation and working conditions to insure compliance with Section 1. The committee may make recommendations to the Board for consideration concerning improvements in health, safety, sanitation and working conditions.

3. Release Time

If necessary, bargaining unit members of the committee shall be provided reasonable release time up to and including (30) minutes a month.

Release time shall be granted only for investigations.

4. No Discrimination

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 1.

**ARTICLE XVI
RELEASE TIME**

The Board agrees to permit the President of the Ohio Association of Public School Employees Local #777 up to three (3) hours per month to conduct Association business. Release time shall not be cumulative.

This time may include, but is not limited to: investigating complaints, processing grievances and visiting work sites. Release time shall require three (3) days' notice of the requested leave and return times for the specific date. Release time shall be permitted only with the prior consent of the Superintendent. The Superintendent may deny release time for any particular date with the understanding that denial will be based on legitimate scheduling concerns only.

Where possible, release time shall not interfere with the regular duties of the President or any other employee. However, if necessary, the President may be required by his/her immediate supervisor to complete the assigned work at the end of the school day. The Association shall be responsible for any such additional compensation or substitution necessary to complete the Board-assigned tasks and duties.

**ARTICLE XVII
OAPSE BUSINESS LEAVE**

The duly elected delegate to the OAPSE Annual Conference shall be granted three (3) days' leave to attend the Conference provided two (2) weeks advance notice is given. All expenses for such leave, except for substitute, shall be borne by the delegate and/or the Association. This leave shall be in addition to any other leave to which the employee is entitled.

**ARTICLE XVIII
JURY DUTY**

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall receive his/her regular rate of pay provided the employee gives the reimbursement for jury duty to the school district, excluding meal, mileage, and/or parking allowance. Jury duty shall not be deducted from sick leave.

**ARTICLE XIX
MILITARY LEAVE**

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges by law arising out of the exercise of military leave.

**ARTICLE XX
LEAVES OF ABSENCE**

A leave of absence for up to one (1) year shall be granted by the Board of Education to members of the bargaining unit for the following purposes:

1. Personal Illness
2. Physical or Mental Disability
3. Maternity/Paternity/Adoption
4. Extraordinary family considerations (family shall be interpreted as meaning spouse, dependent children and parents).

A bargaining unit member desiring such a leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. The Superintendent shall report the request to the Board at the next regular meeting. Without the employee's request, the Board may grant a leave of absence to a staff member because of physical or mental disability.

If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second (2nd) year by written request presented to the Superintendent of such intention not later than May 1st. The Superintendent shall report such request to the Board at the next regular meeting.

Upon return from a leave of absence, a bargaining unit member shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Bargaining unit members using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

**ARTICLE XXI
PERSONAL LEAVE**

A. Personal Leave (PAID)

All regular bargaining unit members shall be granted up to three (3) days of non-cumulative paid personal leave each school year under the following circumstances:

Personal leave request must be made on the appropriate Board form. All requests shall be submitted at least forty-eight (48) hours in advance of the day for which leave is requested, except in emergencies. In emergencies, efforts shall be made to arrange telephone clearance with the Superintendent or designee and a leave form shall be completed upon return.

Personal leave shall not be used the day before or after a scheduled Holiday or during the first week and last week of the school year, unless permitted by the Superintendent or designee.

Personal leave shall not be used to engage in or seek employment.

Personal leave will be restricted by classification, unless approved by the Superintendent or his designee, in accordance with the following guidelines:

| | |
|--------------|-------------|
| Bus Driver | 2 employees |
| Food Service | 2 employees |
| Custodial | 2 employees |

During the month of May, all bargaining unit members shall be restricted to the use of one (1) personal leave day unless a bargaining unit member experiences extenuating circumstances. In such case, the bargaining unit member shall review the nature of the extenuating circumstance with the Superintendent for consideration/approval.

Bargaining unit employees may roll over up to (2) unused personal days each year to sick leave.

**ARTICLE XXII
SICK LEAVE**

1. All bargaining unit members shall be entitled to sick leave benefits computed at the rate of one and one fourth (1 ¼) days of credit for each month of active service completed, to a maximum of fifteen (15) days each year. Sick leave may accumulate to a maximum of two hundred twenty-five (225) days. For part-time or short-hour employees, the computation shall be proportioned to their regular working hours. Sick leave may not be taken in increment of less than one-half (1/2) day.
2. Employees may use sick leave for absence under the following terms and conditions:
 - a. Personal illness, injury, or exposure to contagious disease quarantined by the Board of Health.
 - b. Up to five (5) work days for illness in the immediate family. The term "immediate family" in the case of illness is defined for the purposes of sick leave to include parents, children, spouse, mother-in-law, father-in-law, brother, sister, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any references to those considered as "step" (child, mother, father, etc.), and any relatives living in the same household in permanent residency with the employee.
 - c. Death of other relative limited to one (1) school day, plus a maximum of two (2) days' travel time, when necessary.

- d. Any reason approved by the Superintendent.
3. Procedure for use of sick leave:

An employee is required to notify his/her supervisor or designee of his/her absence two hours prior to the start of his/her scheduled shift, unless otherwise designated by the employee's supervisor.

ARTICLE XXIII BEREAVEMENT LEAVE

During each contract year, up to three (3) successive work days will be granted with pay to attend the funeral/memorial service of a member of the employee's immediate family and to take care of family business. It is the employee's responsibility to reasonably determine the number of additional days that will be necessary. These days will not accumulate and will not be deducted from sick leave. If additional leave days are needed, they shall be deducted from sick leave.

During each contract year, if there is a funeral/memorial service for a person not in the immediate family, personal leave may be taken to attend the service. If all personal days have been taken, the employee may use sick leave (maximum of three (3) days) for this purpose.

"Immediate family" is defined for the purposes of bereavement leave to include parents, children, spouse, mother-in-law, father-in-law, brother, sister, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any references to those considered as "step" (child, mother, father, etc.), and any relatives living in the same household in permanent residency with the employee.

ARTICLE XXIV GENERAL LEAVE PROVISIONS

All forms of leave as provided for in this Agreement shall be taken in either half (1/2) or whole (1) day increments.

ARTICLE XXV VACATIONS

- A. All full-time, twelve month bargaining unit members are entitled to and shall be granted upon request two (2) weeks' vacation with pay each school year for the first eight (8) years of service.
- B. All twelve (12) month employees are entitled to and shall be granted upon request three (3) weeks' vacation with pay each school year for each year of service nine (9) through fifteen (15).
- C. All twelve (12) month employees are entitled to and shall be granted upon request four (4) weeks' vacation with pay each school year for each year of service after fifteen (15).
- D. Carry-over vacation days may only be approved by the Superintendent. Employees are encouraged to utilize vacations as scheduled. However, in special situations, the Superintendent may authorize a carryover of some vacation time if it is request in advance.
- E. Vacation time of full-time, twelve month bargaining unit members may be utilized any time during the school year, upon approval of the Superintendent or his/her designee.

- F. Upon termination of employment, twelve month bargaining unit members shall be paid a prorated amount of unused vacation time based on the length of school year actually worked. Upon termination of employment, twelve month bargaining unit members who have used too many days of vacation based on the length of school year actually worked shall have a proportional amount of time docked from the final paycheck.

**ARTICLE XXVI
PAID HOLIDAYS**

Section I. 9 and 10 Month Employees

New Year's Day
 Martin Luther King Day
 Good Friday
 Memorial Day*
 Labor Day*
 Thanksgiving Day
 Christmas Day

Section II. 12 Month Employees

New Year's Day
 Martin Luther King Day
 Good Friday
 Memorial Day
 July 4th
 Labor Day
 Thanksgiving Day
 Christmas Day

*These holidays are only paid holidays in those school years in which the particular holiday falls during the school year as defined by the student instructional calendar.

**ARTICLE XXVII
SALARY**

- I. Salary schedule effective July 1, 2012 through June 30, 2014 applicable only to bargaining unit members hired between July 1, 2012 and June 30, 2014:

ALL RATES REFLECTED PER HOUR.

| | | | |
|---|----------------|----------------|----------------|
| Custodian (hired prior to 7/1/02): (8 Hr/Day; 2,080 Hrs/Yr; 260 Days/Yr) | Step 1 \$14.36 | Step 2 \$14.84 | Step 3 \$15.33 |
| Custodian (hired 7/1/02 or after): (8 Hr/Day; 2,080 Hrs/Yr; 260 Days/Yr) | Step 1 \$12.32 | Step 2 \$12.80 | Step 3 \$13.30 |
| Custodial Sweeper (hired prior to 7/1/02): (4 Hr/Day; 744 Hrs/Yr; 186 Days/Yr) | Step 1 \$14.36 | Step 2 \$14.84 | Step 3 \$15.33 |
| Custodial Sweeper (hired 7/1/02 or after): (4 Hr/Day; 744 Hrs/Yr; 186 Days/Yr) | Step 1 \$12.20 | Step 2 \$12.68 | Step 3 \$13.17 |
| Bus Driver (hired prior to 7/1/02): (2.25* Hr/Day; 418.50 Hrs/Yr; 186 Days/Yr) | Step 1 \$18.08 | Step 2 \$19.09 | Step 3 \$20.21 |
| Bus Driver (hired 7/1/02 or after): (2.25* Hr/Day; 418.50 Hrs/Yr; 186 Days/Yr) | Step 1 \$14.90 | Step 2 \$15.01 | Step 3 \$15.12 |

| | | | |
|---|----------------|----------------|----------------|
| Cafeteria Manager/Cook: (7Hr/Day; 1,329 Hrs/Yr; 186 Days/Yr) | Step 1 \$12.50 | Step 2 \$13.25 | Step 3 \$14.04 |
| Cook: (6 Hr/Day; 1,116 Hrs/Yr; 186 Days/Yr) | Step 1 \$11.84 | Step 2 \$12.12 | Step 3 \$12.74 |
| Part-Time Cook: (As Needed) | Step 1 \$11.84 | Step 2 \$12.12 | Step 3 \$12.74 |
| Elementary and MS Dishwasher: (3.5 Hr/Day; 651 Hrs/Yr; 186 Days/Yr) | Step 1 \$10.97 | Step 2 \$11.23 | Step 3 \$11.59 |
| HS Dishwasher: (3 Hr/Day; 558 Hrs/Yr; 186 Days/Yr) | Step 1 \$10.97 | Step 2 \$11.23 | Step 3 \$11.59 |
| Assistant Dishwasher: (2 Hr/Day; 372 Hrs/Yr; 186 Days/Yr) | Step 1 \$9.79 | Step 2 \$10.11 | Step 3 \$10.32 |
| Elementary/MS Cashier/Counter: (4.75Hr/Day; 883.5 Hrs/Yr; 186 Days/Yr) | Step 1 \$11.34 | Step 2 \$11.70 | Step 3 \$12.03 |
| HS Lunchroom Cashier/Counter: (3.75 Hr/Day; 697.5 Hrs/Yr; 186 Days/Yr) | Step 1 \$11.35 | Step 2 \$11.70 | Step 3 \$12.03 |
| Head Cashier (As Needed) | Step 1 \$11.34 | Step 2 \$11.71 | Step 3 \$12.03 |

*Including warm-up and clean-up time.

II. 2012-2013 Salaries for All Bargaining Unit Members Hired on or Before June 30, 2012:

- 2% retroactive base salary increase effective July 1, 2012; and
- Salary schedule no longer applies effective July 1, 2012, with salaries in effect as of July 1, 2012 to be maintained as new base salary; and
- Effective immediately, establish committee to study and develop instruments for implementation of merit pay in 2013-2014 contract year for 2013-2014 and 2014-2015 contract years. Committee to be comprised of equal representation from Union and Administration. Instruments not to include penalty assessed to bus drivers for not driving field trips. Committee work product not grievable, but reviewable by the Union and the Board annually.

III. 2013-2014 Salaries for All Bargaining Unit Members:

- 1% base salary increase effective July 1, 2013.
- 1.5% merit pay pool established for bargaining unit for 2013-2014 contract year.

IV. 2014-2015 Salaries for All Bargaining Unit Members:

- 2% merit pay pool established for bargaining unit for 2014-2015 contract year.

Evaluation and merit compensation may be appealed to Superintendent and Union President or designee.

If there is a discrepancy between compensated time and time actually worked, the Board and Association will meet to discuss the situation.

**ARTICLE XXVIII
SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

The Liberty-Benton Local Board of Education agrees with OASES Chapter #777 to SERS "pick-up" utilizing the salary reduction method contributions to the School Employees Retirement System paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be nine percent (9.00%) of the employee's gross annual compensation. The employee's annual compensation can be reduced at no cost to the board by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplemental including unemployment worker's compensation shall be based on the employee's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in an employee's contract).

Each bargaining unit member will 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.

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

**ARTICLE XXIX
WORKERS COMPENSATION**

- A. All bargaining unit members shall be under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- B. An injury incurred while performing assigned responsibilities shall be reported by the end of the employee's next regularly scheduled work day to the injured employee's supervisor or other designated representative and an application may be filed with the Bureau of Worker's Compensation. In the event the injured employee is incapacitated in the hospital as a result of the injury, his/her family/friends will contact the employee's supervisor as soon as possible.
- C. If the basis for a Board approved leave of absence is the result of an allowed Worker's Compensation claim in which the Board of Education was the employer, the Board shall continue to pay their portion of the hospitalization and life insurance premiums for the employee involved in accordance with other sections of this Agreement during the period of such absence, provided the employee is not eligible to take retirement including disability retirement through the School Employees Retirement System.

**ARTICLE XXX
INSURANCES**

A. Comprehensive Major Medical Insurance

1. The Board shall make the following payments towards the current medical insurance coverage:
 - * For full-time employees, the Board shall pay 80% of the cost for family coverage.
 - * For full-time employees, the Board shall pay 95% of the cost for single coverage.
 - * For part-time employees who are employed one-fourth time, ten (10) hours per week or more, the Board will pay a proportion of the full-time employee's single (95%) or family (80%) benefit that equals the percentage of time the part-time employee works.

B. Group Life Insurance

The Board shall provide for each employee a term life insurance policy in the amount of \$35,000.

C. Dental Insurance

The Board shall pay the monthly premiums for each full-time classified employee and his/her family.

For part-time employees who are employed one-fourth time or more, the Board will pay a proportion of the full-time employees' benefit that equals the percentage of time the part-time employee works.

D. Vision Insurance

The Board will provide insurance coverage with the policy to be determined by the Board. The Board will pay 80% of the premium per month and the employee will pay 20% of the premium per month for either single or family coverage (pro-rated) on employees status, if one-fourth time or more, based on percentage of full-time employment.

E. Insurance Purchase

Part-time bargaining unit members who are employed less than ten (10) hours per week shall have the right to purchase any insurance offered by the Board providing they meet the carrier's requirements and pay the full cost of the premium fifteen (15) days prior to the due date (effective 1989-90).

F. Section 125 Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed twenty-five (25%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with a third-party administrator selected by the Board as the enroller and record-keeper of the plan. The third-party administrator shall provide the school district a hold-harmless and record-keeping agreement that will further

hold the employer risk-free under the IRS provisions regulating non-reimbursed medical payments.

Neither the employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

G. Insurance Committee

An Insurance Committee shall be established by and between the Board and OAPSE Local #777 to discuss the status of the district's medical insurance. Said Committee shall meet two (2) times per year. Membership on the Committee shall consist of three (3) representatives of the Board and three (3) representatives of the Association. The district's insurance consultant shall be present at such meetings.

**ARTICLE XXXI
ADMISSION TO HOME SPORTING EVENTS**

Each bargaining unit member shall receive a general admission family pass to all activities sponsored by Liberty-Benton schools, except to events with limited seating, to which each member shall receive two (2) general passes per event.

**ARTICLE XXXII
TRANSPORTATION**

Restroom Availability

A key system will be arranged for drivers to get into the bus garage.

Extra-Curricular Trips (Field Trips)

- A. Regular bus drivers will be permitted to take field trips during the school day provided they have a substitute covering their a.m. and p.m. routes. School day, field trip drivers will be restricted to two (2) job position releases per day.
- B. When a field trip is canceled before leaving time, the regular driver shall run their scheduled route.
- C. An authorized passenger list will be prepared and given to the driver for athletic and field trips.
- D. A one (1) hour minimum will be used on all field trips.
- E. Field trip pay will be \$12.20 per hour.
 - 1. If a field trip leaves before regular route ends, the field trip driver, if a regular route driver, leaving before the regular route ends, will be paid the regular rate of pay for the first hour. The remainder of the field trip will be at the field trip rate.
- F. Drivers will be paid for all time worked including inspection of bus, gas, clean-up, etc. Drivers will not be paid for non-duty time, including but not limited to time during which drivers request and receive approval from the Transportation Supervisor to leave a field or extra trip locale for any purpose. With permission from supervisor drivers may leave the trip local to get a meal – such departure time not to exceed twenty (20) minutes.

- G. Field trips will be awarded, utilizing seniority on a rotational basis. If a driver foregoes a trip, he/she must wait until all other drivers have had the opportunity to accept a field trip.

Regular Route Definition

Transportation from either home to school or school to home.

Extra Route Definition

Any route that transports students from school to another site on a regular basis such as Vocational, St. Mike's, Special Education, etc.

Bidding of Routes

Regular Routes

All regular routes will be posted at least thirty (30) calendar days prior to opening day of school. All drivers will be notified of this posting and will have access to review Board established routes one (1) complete day prior to bidding. Bidding will take place on the twenty-first (21st) calendar day prior to start of school each year. Bidding will be by seniority with the most senior driver bidding first.

Extra Route Bidding

All extra routes will be bid on by seniority starting with the most senior driver first. A driver may bid on only one route at a time until all other drivers on the seniority list have had the opportunity to bid on the route.

Subs for Extra Routes

All regular drivers will be considered as substitutes for extra routes when a substitute driver is needed for that route. Substitutes will be selected on a rotational basis by seniority. This does not preclude the supervisor from placing any substitute he/she deems acceptable, should and emergency arise. Drivers shall be paid at their regular rate of pay when they substitute for extra routes (excluding field trips).

Bus Driver Substitute Procedures

The bus supervisor will be responsible for obtaining substitute drivers for drivers of regular routes and field trips. Drivers will inform supervisor of absence forty-eight (48) hours before personal and unpaid leave and fourteen (14) hours before sick leave, except in emergencies.

Commercial Drivers' License (CDL)

The Board will contribute the difference between regular license renewal cost and C.D.L. license cost to the driver upon successful completion of C.D.L. and School Bus Driver Certification Program.

Bus Driver Re-Certification Training

Due to Ohio statute requiring school bus drivers to successfully complete nine (9) hours of training to be re-certified, the Liberty-Benton Board of Education agrees to compensate the drivers being successfully re-certified, the cost of these nine (9) hours of training at the current field trip rate, effective since the inception of this rule. The Liberty-Benton Board of Education further agrees to compensate the drivers completing the required re-certification for the one and one-half

(1 ½) hours of driving time that is required as part of the re-certification training. This one and one-half (1 ½) hours of driving time shall also be compensated at the current field trip rate.

**ARTICLE XXXIII
COMPLETE AGREEMENT/CONTRARY TO LAW PROVISION**

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

If any provision of this agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action of competent jurisdiction or by reason of any existing or subsequently enacted federal legislation, then such provision shall not be applicable, performed, or enforced but all remaining parts of this agreement shall remain in full force and effect for the term of this agreement. If any provision of this agreement is determined invalid or inoperable due to its conflict with law, following a written request by either party, the parties will meet to discuss an alternative provision within thirty (30) days of the request. The parties' negotiation procedure as outlined in Article III herein shall govern this process.

**ARTICLE XXXIV
TUITION WAIVER FOR FULL-TIME CLASSIFIED EMPLOYEES**

There shall be a tuition waiver for the dependents of all full-time classified employees employed after July 1, 1993. Such enrollment may continue so long as the dependent or dependents exhibit appropriate behavior consistent with the policies and procedures of the Board and the employee remains an employee of the Board. Employees employed on or before July 1, 1993 who work less than full-time shall be included in the tuition waiver as long as the employee remains an employee of the Board.

**ARTICLE XXXV
PERSONNEL PAYCHECKS**

All school personnel paychecks will have the same effective date for cashing. All school personnel paychecks shall be paid by direct deposit.

**ARTICLE XXXVI
PERSONNEL FILES**

- A. Personnel files shall be maintained by the Superintendent. An employee and his representative shall have the right to review his file within five (5) working days of the written request, in the presence of an administrator.
- B. An employee shall be informed of any documents placed in the personnel file.
- C. An employee may respond in writing to the information in his file and have the response included in the file. Upon request of the employee, the employer shall have copies of the documents, except those documents that require a third-party release, at a maximum charge of five cents (\$.05) per copy.
- D. Anonymous material will not be placed in an employee file.

**ARTICLE XXXVII
FAMILY MEDICAL LEAVE**

The Liberty-Benton Local School District Board of Education agrees to provide leave in accordance with the final rules promulgated under the Family Medical Leave Act of 1993.

Under FMLA, an eligible employee may take up to twelve (12) weeks leave during a twelve (12) month period of time for a qualifying event.

A twelve (12) month period shall be defined as a continuous twelve (12) month period of time beginning on the date an employee's first requested FMLA leave begins.

In the event that a husband and wife both work for the district, and each wishes to take FMLA leave for any qualifying event as defined under FMLA other than serious personal illness, the husband and wife may only take a combined total of twelve (12) weeks of FMLA leave in any twelve (12) month period of time.

The FMLA shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the FMLA. However, the Board shall require the employee to "substitute" (run concurrently) any of his/her earned or accrued paid leave (e.g. sick leave, personal leave, or family leave) for unpaid FMLA leave.

Alleged violations of this provision shall first be resolved through Article V (Grievance Procedure) of this contract.

**ARTICLE XXXVIII
MILEAGE REIMBURSEMENT**

Employees required to use private transportation to perform their assigned duties shall be paid mileage allowance at the rate allowed by the Internal Revenue Service.

**ARTICLE XXXIX
ASSIGNMENT TO HIGHER CLASSIFICATION**

An employee required to substitute in a higher paying classification shall be paid, from the first day of such assignment, at the rate of pay for the higher job classification at the employees' rate. The rate of pay shall be determined by application of the provision of Article 26 of this agreement.

**ARTICLE XL
EXTRA WORK DURING BREAKS**

When possible, extra work occurring in the custodial, food service or transportation departments during Christmas, spring, or summer breaks will be offered first to qualified classified bargaining unit employees on a job classification seniority basis, and then to other qualified bargaining unit employees in other classification on a system seniority basis. The Board retains the right to hire private contractors to perform specialized work.

**ARTICLE XLI
DISCRIMINATION AND COERCION**

There shall be no discrimination or intimidation by the Board or the Association against any employee as result of or because of such employee's race, color, creed, sex, age, disability, national origin, or membership or non-membership in the Association.

All use of the terms "he," "his," or "him" in this agreement shall be interpreted as referring to both female and male employees.

**ARTICLE XLII
DRUG TESTING**

All employees will be randomly drug tested in accordance with the Board's Alcohol and Drug Testing Policy. This random drug testing can be administered through hair samplings if deemed appropriate by the administration. Bus drivers will continue to be drug tested in accordance with Board Policy and Ohio Revised Code. Employees will be paid during testing times.

**ARTICLE XLIII
ASSAULT LEAVE**

An employee who is absent due to a physical disability from a clearly unprovoked attack that occurs while the employee is on duty performing job duties either on Board premises or at official school function will be granted up to twenty (20) working days assault leave according to the following provisions:

1. The employee shall furnish the Superintendent with a written, signed statement describing the circumstances and events surrounding the assault. This statement shall be filed with the Superintendent within two regularly scheduled working days of the occurrence.
2. The employee shall provide a certificate from a licensed physician stated the nature and duration of the disability and the necessity of absence from regular employment.
3. The employee shall apply for Workers' Compensation. The Board will pay the difference between the Workers' Compensation and the employee's regular salary for up to twenty (20) days. Should a delay occur in receipt of Workers' Compensation benefits, the Board shall maintain the employee on regular pay status with the understanding that the delayed Workers' Compensation benefits shall be signed over to the Board upon receipt by the employee.
4. Assault leave shall not be granted in cases of assault by another bargaining unit employee.
5. During assault leave, the employee will be maintained on full-pay basis. Assault leave will not be charged against sick leave earned or earnable by the employee.
6. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

**ARTICLE XLIV
HIRING OF RETIRED LIBERTY-BENTON EMPLOYEES**

1. This provision determines all changes to the collective bargaining agreement in effect between the parties as they relate to the rehiring of retired employees in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to only employees previously

employed with the Liberty-Benton Local School District who actually retire under a state employees retirement system.)

2. There shall be no guarantee of reemployment of any employee in the district if the employee retires or is already retired.
3. To be eligible for reemployment, a retired employee must have accepted severance pay and must have eliminated his/her sick leave upon retirement from his/her prior employment.
4. A retired employee may receive consideration for reemployment by the administration.
5. A retired employee who is reemployed will not be granted severance or payment of any kind for accrued sick leave upon the severance for any reason of the retired employee's reemployment.
6. Retirement is a break in service and all seniority attained by a retired employee prior to his/her retirement reverts to zero. Retired employees shall not accumulate seniority under reemployment and retired employees shall have no seniority so long as they are reemployed by the district.
7. Any retired employee who is rehired shall be employed under a one-year limited contract, with notification to be given on or before April 30 if he/she is going to be reemployed by the district or if the contract will be non-renewed for the following year. Retired employees who are rehired are not subject to the provisions of Ohio Revised Code regarding non-renewal and the decision of the Board is final with respect to the evaluation and non-renewal of reemployment contracts.
8. Retired employees shall never be eligible for continuing contract status.
9. Retired employees shall be evaluated using the same evaluation instrument that is used to evaluate other employees in the district. A retired employee may file a rebuttal to any evaluation with which he/she disagrees.
10. Rehired employees shall be compensated as per Article 27.
11. In the event of a reduction in force, the provisions of this contract shall not apply.
12. Sick leave for rehired employees shall begin at zero each contract year and shall accumulate at the rate specified in this contract herein up to a maximum of fifteen (15) days per contract year. The Board may advance up to five (5) sick days to a rehired employee if needed. Sick leave shall not accumulate for rehired employees from year to year.
13. Retired employees who are rehired will be responsible for all required taxes, including Medicare taxes, even if the employee was exempt from such prior to retirement.
14. Retired employees are not entitled to participate in any insurance benefits provided by the district to bargaining unit members under the terms of this agreement.
15. The Association shall represent all retirees reemployed as contract employees by the district.
17. In the event that provisions in this section are rendered invalid by operation of law, or by decision or order of a tribunal of competent jurisdiction, either party may terminate the invalid or unlawful provisions of this section, by giving notice, at least thirty (30) days prior to the effective date of such termination.

**ARTICLE XLV
CAFETERIA MEALS**

All cafeteria employees shall receive one (1) meal free of charge while on duty during a work day.

**ARTICLE XLVI
AGREEMENT**

THIS AGREEMENT is made and entered into this 16th April 2013 by and between the Liberty-Benton Board of Education, hereinafter referred to as the "Board", and OAPSE/AFSCME Local 4/AFL-CIO and its Local #777, hereinafter referred to as the "Association", for and on behalf of the employees in the bargaining unit set forth in Article I of this Agreement, shall expire June 30, 2015, with the exception of Article XXX, Insurances, herein, which shall be subject to re-opener effective June 30, 2013 to negotiate the terms of that Article and that Article only for the ensuing 2013-2014 and 2014-2015 contract years.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

BOARD OF EDUCATION

OAPSE/AFSCME Local 4/AFL-CIO
and its Local #777

Vernon McSteen
President

Jeanette D Raay
Local #777 President

James Kall
Superintendent

Brenda Spots

Lisa Robb
Treasurer

Mark Delaney

Brenda K Helms

