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AGREEMENT

BETWEEN

**LEIPSIC EDUCATION ASSOCIATION
CLASSIFIED MEMBERS**

AND

LEIPSIC LOCAL BOARD OF EDUCATION

EFFECTIVE JULY 1, 2013 - JUNE 30, 2016

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ARTICLE 1 - RECOGNITION

The Leipsic Local School District Board of Education, hereinafter referred to as the "Board" hereby recognizes the Leipsic Education Association, OEA/NEA, hereinafter referred to as the "association" as the exclusive collective bargaining representative for all non-certificated full or part-time personnel employed by the Board, including, but not limited to bus drivers, teacher aides, library aides, head custodian, custodians, maintenance staff, head cook, cooks, servers, cashiers or any other food service staff; but excluding the Superintendent of Schools, Assistant Superintendent, if any, principals, assistant principals or other administrative personnel, if any, where their administrative duties are at least fifty percent of their assigned time; the Treasurer, the Treasurer's secretary/assistant, the Superintendent's secretary, the Principals' secretaries, the cafeteria manager, the maintenance supervisor, and the technology administrator.

ARTICLE 2 - MANAGEMENT RIGHTS

The Association recognizes that the Board is vested by law with the authority and responsibility of making the rules and regulations by which the School District will be governed. The Association agrees that, unless such authority is specifically limited by a specific provision of this agreement, the Board has and retains all of its rights and authority to manage and control the School District which the Board possesses under Ohio law.

The Board may exercise any right or authority as specified in R.C. 4117.08 retained by it, which is not specifically limited by the terms of this agreement, without bargaining with the Association with respect to the exercise of such right or authority, except as it may effect wages, hours and terms and conditions of employment.

The Association agrees that in the event of a dispute during the term of this Agreement over whether the Board has a duty to bargain the exercise of a management right either permitted by the terms of this Agreement or retained as a result of the provisions of this article, the grievance procedure established in this Agreement shall be the sole and exclusive procedure for resolving such a dispute.

ARTICLE 3 - NEGOTIATION PROCEDURES

A. COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS

The Board of Education shall enter into negotiations with the Association for the purpose of achieving a signed agreement covering compensation, hours, terms and other conditions of employment, the continuation, modification, or deletion of any existing provision of this Agreement.

Both parties agree to conduct negotiations in "Good Faith". "Good Faith" requires that the Association and the Board provide reasons for their proposals and counterproposals

and be willing to react to each others proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process. "Good Faith" does not mean that either negotiations team is given authority to make final commitment for the Board or Association.

B. ACCESS TO INFORMATION

Upon request by the Association and in compliance with the Ohio Revised Code, Section 149.43, the Board shall supply all public information, financial or otherwise relative to the operation of the school district.

The Association agrees to furnish all available information for its proposals to the Board's negotiating team to support the development of the aforementioned programs for the school district.

C. DIRECTED REQUETS

Requests to open negotiations for successor agreement shall be submitted at least ninety (90) days prior to the expiration of this agreement. All requests to open negotiations shall be in writing. Board requests shall be directed to the president of the Association and the Labor Relations Consultant. Association requests shall be directed to the Superintendent or Board appointed negotiator.

A representative of the Association will meet with the Superintendent for the purpose of establishing a mutually satisfactory time, date and place for the first bargaining meeting.

The initial negotiations session shall be held within fourteen (14) work days following receipt of a request by either party unless both parties agree to a later date.

D. NEGOTIATING PERIOD

Unless the parties mutually agree otherwise, the length of the negotiating period for any successor agreement shall be a maximum of sixty (60) days, exclusive of mediation or any impasse procedures, commencing with the initial agenda setting session. "Days" shall mean any day Monday through Friday except calamity days and Federal or school observed holidays.

E. COMPOSITION OF NEGOTIATING TEAM

The Association shall, without restriction, select those individuals who shall comprise the Association negotiating team, the total not to exceed two (2). The Board shall, without restriction, select those individuals who shall comprise the Board's negotiating team, the total not to exceed two (2).

F. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION

The first item of business at each and every negotiating session shall be the establishment of a mutually agreeable time, date and place of the next session between said teams.

All negotiations shall be conducted in executive sessions exclusively between said representatives unless the parties mutually agree to waive this provision.

G. CAUCUS

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus for a mutually agreed upon period of time.

H. AGREEMENT

1. As a tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team.
2. If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association for its consideration. Within ten (10) days of the receipt of the tentative agreement, the Association shall take action to ratify or reject such tentative agreement. If ratified, such written agreement shall be submitted to the Board of Education for its consideration. The Board of Education shall take action at the next regular or special meeting of the Board of Education which shall be not more than ten (10) days from the date of receipt of the ratified agreement from the Association.

I. FINAL AGREEMENT

Upon ratification by both the Association and the Board of Education, four (4) copies of the total agreement shall be signed by the president of the Board of Education, the Superintendent, the Association president, the Association negotiations chairperson and the OEA Representative. Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties. One copy will be submitted to the State Employment Relations Board (hereinafter referred to as SERB) pursuant to its rules and regulations. One copy will be retained by the SERB recognized bargaining agent, Ohio Education Association, of record.

J. DISAGREEMENT

If no agreement has been reached within sixty (60) days of the start of negotiations, either party may declare an impasse and request the mediation services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. The mediation period shall be thirty (30) calendar days from the date the initial mediation session is held. The

mediation period may be extended by mutual agreement of the parties. In the event mediation does not produce an agreement, the Board shall submit its final offer to the Association. In the event the Board's final offer is rejected, and the collective bargaining agreement has expired, the employees in the bargaining unit covered by this Agreement shall have the right to strike provided that the Association gives ten (10) working days notice of an intent to strike to the Board and the State Employment Relations Board as required by R.C. 4117.14. This dispute resolution procedure is mutually agreed to by the parties and is intended to supersede the dispute resolution procedures contained in R.C. 4117.14.

ARTICLE 4 - ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organizational rights:

A. USE OF SCHOOL BUILDINGS-AND EQUIPMENT

The Association will have the right to use school buildings without cost at reasonable times for meetings. The Association may use school building rooms for the purpose of committee or other similar small meetings provided such meetings will not interrupt or disturb any other previously scheduled activities.

Association building representative(s) will have permission to use individual school equipment when such equipment is not otherwise in use. The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.

B. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in all classified employees' mailboxes.
2. Use the inter-school mail system to distribute association material of the type described above.
3. Use, in each building, a reasonable amount of space on existing bulletin boards located in the teacher lounge areas readily accessible to and normally frequented by classified staff.
4. Make brief announcements at faculty/staff meetings.

C. PAYROLL DEDUCTION

The following payroll deductions will be provided at no cost to the professional staff member:

1. United Education Professional Dues - Classified Staff may and deliver to the Board, prior to September 23rd or within fifteen (15) calendar days of hire during the school year, a form authorizing payroll deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said classified employee gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

Such deduction(s) shall be made in equal amounts beginning with the first pay check in October and continuing for each of the next eleven (11) pay checks for those with continuing authorization or those who submit appropriate authorization forms prior to October. Payroll deductions will be equally divided over the remaining withholding period for all those submitting authorization forms after October 1. All money so deducted shall be remitted monthly to the Treasurer of the Association, accompanied by a list of classified employees from whom the deductions are made and the amount for each said classified employee.

Within two (2) days of the receipt of a classified employee's written notice to discontinue such deductions, the Board Treasurer shall provide the Association Treasurer notice of such withdrawal of payroll authorization as well as the names of said classified employees making such request.

D. PERSONNEL DIRECTORY

The administration will provide all classified staff members with a directory listing the names, addresses, listed phone numbers and job assignments on record of all employees of the Board.

E. SCHOOL BOARD

1. Meeting Notice and Agenda -- The president of the Association will be given notice and supplied with an agenda and all accompanying data of all regular and special Board meetings 24 hours in advance.
2. Association Participation -- A representative of the Association shall be permitted to address the Board at each Board meeting. The Association may also arrange to be placed on the printed agenda by submitting a written request three (3) days in advance of the meeting to the Superintendent.
3. Minutes and Other Public Documents -- The Association will be provided, without cost, all documents included with the agenda such as the minutes, attachments, special reports, addendums (except confidential addendums), financial statements and similar documents.

F. NEW STAFF

Names and addresses of newly employed classified staff members shall be provided to the Association following Board approval of their contract.

G. ASSOCIATION BUSINESS DURING SCHOOL HOURS

The president of the Association or his/her designee and the UniServ consultant shall be allowed to visit facilities for the purpose of meeting with employees covered by this agreement, provided that the appropriate administrator is notified in advance of the meeting, and provided that such visits do not occur during the normal, regularly-scheduled work hours of the president, his/her designee or the employee(s) involved. Regularly scheduled work hours do not include lunch and break time. The Association shall be permitted to make announcements at general staff meetings, building meetings, and total staff meetings, at the end of such meetings and use the public address system for Association announcements, with the prior approval of the appropriate administrator subject to usual building procedures.

H. ASSOCIATION LEAVE

The President of the Association or his/her designee, or elected delegates to meetings of the Ohio Education Association, or other State and National organizations affiliated with same may attend official meetings of these bodies which are required of them in their elected or appointed positions without loss of pay. No expense for such meetings, other than substitute service shall be paid by the Board. Association leave shall be limited to a maximum of four days per year including both the certified and classified staff.

I. NO REPRISAL CLAUSE

There will be no reprisals or penalties of any kind taken against or levied upon any classified staff member by reason of his/her membership in the Association or participation in any of its activities.

J. FAIR SHARE FEE

Fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues and assessments of the Association from the pay of all bargaining unit members who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of bargaining unit employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

- (i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or
- (ii) January 15th.

Substitutes employed for forty-five (45) or more but less than ninety (90) consecutive days and who do not choose to become members of the Association will be subject to fair share fee payroll deductions at the rate of one-half (1/2) of the amount withheld from each full-time employment fee payer. After ninety (90) consecutive days of employment, such non-Association member substitutes will be subject to the full fair share fee payroll deductions.

Non-Association member substitutes employed at the beginning of the school year under either verbal or written contract for a period of ninety (90) or more consecutive days at full hourly rate, will be subject to the full fair share fee payroll deductions beginning simultaneously with those of all other full-time fair share fee payers. Substitutes employed at any other time of the year at full hourly rates will be subject to the full fair share fee payroll deductions retroactive to the first day of employment and beginning forty-five (45) days following such employment if employed after January 15 of the school year.

Upon notification from the Association that a bargaining unit member has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first pay day occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Association warrants to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

ARTICLE 5 - GRIEVANCE PROCEDURE

Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, the resolution of any dispute over the terms of this agreement. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure. The parties further agree that this procedure shall be available to all employees covered by this agreement, and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

Definition

For purposes of this article, a grievance is any complaint or dispute involving the interpretation, application or alleged violation of this agreement.

Grievant

A grievance may be filed by the employee(s) affected by the action being grieved, or by the Association.

"Representation" or "Representative" as provided for in this section shall be any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates.

As used in this article, "day" means Monday through Friday.

Step One - A grievance within the meaning of this article shall be presented directly to the employee's immediate supervisor or other appropriate administrator within 15 days of the occurrence of the event giving rise to the grievance. The grievance shall be submitted in writing on the agreed upon grievance form, and the grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision(s) of this agreement allegedly violated, misinterpreted or misapplied. Copies of the grievance forms to be used at each level of the grievance procedure will be included in the appendix of this agreement. The supervisor shall meet with the grievant and the Association representative to discuss the grievance within seven (7) days of the filing of the grievance. The supervisor shall respond to the grievance in writing to the grievant and the Association president within seven days after the meeting to discuss said grievance.

Step Two - In the event the grievance is not resolved to the satisfaction of the grievant or the Association at Step One, the grievance may be appealed to the Superintendent by submitting the grievance to the Superintendent within seven days of the receipt of the Step One response. Within seven days after the receipt of the grievance, the Superintendent shall hold a meeting with the grievant, an Association representative, and such other persons as may be deemed appropriate, to discuss and attempt to resolve the grievance. The grievant and the Association president shall be notified in writing of the decision at Step Two within seven days after the meeting.

Step Three - In the event the grievance is not resolved to the satisfaction of the grievant or the Association at Step Two, the grievance may be appealed to the Board by filing such an appeal with the Board Treasurer within seven days from receipt of the Step Two decision. The grievance shall be placed on the agenda for the next regular meeting of the Board. The grievance shall be heard in executive session. The grievant shall have the right to be represented with respect to such appeal by a representative of the Association. The Board shall act upon such appeal not later than its next regular meeting. Copies of the action taken by the Board shall be sent to the grievant, the Superintendent and the Association president within seven working days of the Board's action. Upon mutual agreement of the parties, the grievance may be submitted to Step Four of the grievance procedure without a hearing before the Board.

Step Four - If the grievance has not been resolved to the satisfaction of the Association at Step Three, the Association may, within seven days of the Step Three decision, demand arbitration under the Voluntary Arbitration Rules of the American Arbitration Association, by filing a letter of its intent with the Board. The cost for the services of the arbitrator shall be shared equally by the Board and the Association.

- A. The arbitrator shall not have the power to add to, subtract from, or modify this contract;
- B. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be binding on all parties;

The failure to timely file a grievance, or to appeal a grievance to the next step of the grievance procedure, shall render the grievance null and void and no longer subject to this grievance

procedure. In the event the administration does not respond at any step in this procedure within the specified time the grievance shall automatically move to the next step.

All meetings provided for in this procedure shall be held at a mutually agreed to time which will afford a fair and reasonable opportunity for all persons, including witnesses, necessary to be present to attend. Whenever possible, grievance meetings shall be held during non-working hours. When a grievance meeting is held during working hours, only the grievant will be paid for the time spent at the grievance meeting.

No grievance meeting or adjustment of a grievance shall take place without the knowledge of the Association. The Association shall be entitled to attend any grievance meeting. The president of the Association shall receive a copy of the written decision rendered at each step of the grievance procedure.

The time limits for filing and processing a grievance may be extended upon mutual consent of the parties.

ARTICLE 6 - EMPLOYMENT CONTRACTS AND DISCIPLINE

The term or length of employment contracts of employees covered by this Agreement, and the renewal or non-renewal of such contracts, shall be governed by the Ohio Revised Code and shall not be subject to the grievance procedure. In the event an employee's contract is not renewed, the employee, upon request, shall be provided the reason(s) for the non-renewal.

A limited or continuing employment contract may be terminated for one of the reasons listed in R.C. 3319.081. The termination of a limited or continuing contract shall be subject to the grievance procedure.

ARTICLE 7 - EVALUATIONS

The Board reserves the right to evaluate employees covered by this agreement for such purposes as to assess an employee's work performance, to help an employee to achieve greater effectiveness and performance of his/her work assignment, and to constitute the basis for personnel decisions, including promotions, reassignments, renewal or non-renewal of limited contracts, or termination.

Employees shall be evaluated annually, except that employees on expiring limited contracts shall be evaluated twice during the year in which the contract is to expire. The first such evaluation shall be completed prior to January 30; the second evaluation shall be completed by May 15. In the event non-renewal of the employee's contract as a result of the January evaluation is being considered, the employee will be so advised at the time of the January evaluation conference, at which time the employee will be advised of the deficiencies in the employees performance and suggestions for improving such deficiencies will be provided. In

the event the Administrator conducting the evaluation intends to recommend the non-renewal of the employee's contract as a result of the employee's evaluation, the employee will be so advised at the time of the May evaluation conference.

An employee's immediate supervisor shall participate in the employee's evaluation. An employee's evaluation for the time period involved shall be reduced to writing and shall be reviewed with the employee, with a copy given to the employee at the conclusion of the review. The evaluator and employee shall sign the evaluation. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee.

An employee shall have the right to make a written response to the evaluation and to have the response attached to the evaluation report to be placed in the employee's personnel file.

The parties recognize that the evaluation of an employee is an ongoing process, and deficiencies in an employee's performance shall be brought to the attention of the employee when it is determined that an employee's performance is deficient. Suggestions for improving deficiencies shall be provided.

In the event the Superintendent intends to recommend the non-renewal of the employee's contract as a result of the employee's evaluation, the employee will be so advised at the time of the evaluation conference.

ARTICLE 8 - PERSONNEL FILES

The personnel file for each employee shall be maintained in the Superintendent's office. Said file shall be considered confidential except for information which is considered "directory information". In the event a member of the public requests to review an employee's personnel file, the employee shall be notified of the request and of the date, time and place the review of the file has been scheduled. The employee may be present, or may designate a representative to be present, when the file is being reviewed by a member of the public, provided that it is understood that this provision does not relieve or change the Board of Education's obligation under the law to make an employee's personnel file available for inspection within a reasonable time inspection of the file is requested by the public.

During normal working hours and upon reasonable advance request, an employee shall be able to review his/her personnel file, and shall have the right to have a representative present with him/her while reviewing the file. The file shall contain a record of those who reviewed the file and the date of the review.

An employee shall be provided a copy of, at no cost, and the opportunity to read and initial, a document before it is placed in the employee's personnel file. Upon refusal of the affected employee to sign or initial a document intended for placement in the personnel file, such document may be filed so long as the date of the refusal has been noted on the material. The

initials or signature of an employee does not constitute agreement with the contents of the document.

Anonymous letters or material shall not be placed in an employee's file. Reprimands and records of suspension shall be removed from an employee's personnel file after two years, provided the employee has not received other reprimands or suspensions during the two-year period.

Any employee may attach a written reply and/or rebuttal to any material being placed in the employee's personnel file. Such reply/rebuttal shall be submitted by the employee within thirty days of the date the material to which it is to be attached was placed in the employee's personnel file.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a staff member pursuant to ORC 1347.

ARTICLE 9 - SENIORITY

Seniority shall be defined as the uninterrupted length of continuous service with the Board computed from the latest date of hire. Seniority shall accrue for all time an employee is on active pay status. Authorized leaves of absence do not constitute an interruption in continuous service, but an employee shall not accrue seniority while on a leave of absence.

Seniority shall be lost when an employee resigns, retires, or leaves the employment of the Board for any reason. An employee who transfers to a non-bargaining unit position within the district shall retain seniority based upon continuous service in a bargaining unit position in the district but shall not accrue seniority while employed in a non-bargaining unit position.

When two or more employees have equal seniority, the employee with the greatest number of years in the Leipsic Local School District shall be ranked the most senior. If a tie remains, the employee with the earliest application date shall be deemed the most senior. If a tie still remains said employees shall participate in a drawing to establish their seniority ranking.

POSTING OF SENIORITY LIST

The Board shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating length of service in the district and length of service in the classification. Said list shall be provided to the Association president on or before the date of posting.

The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

The initial list shall be posted within thirty days of the execution of this Agreement. Thereafter, the list shall be posted annually by October 29th.

After posting of the seniority list, each employee shall be responsible for advising the Superintendent in writing of any inaccuracies that affect his/her seniority. The Superintendent shall investigate all reported inaccuracies and make such adjustments as may be in order and submit the updated list as noted above. No protest shall be considered after thirty days of the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE 10 - LAYOFF AND RECALL

In the event a layoff occurs as the result of the abolishment of a position(s), or due to lack of work or for financial reasons, the following procedures will be used to effect the layoff:

- The Association shall be notified of the layoff and the reasons for the layoff.
- The number of employees affected by the layoff will be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire or are non-renewed.
- Layoffs shall be by classification. Where qualifications are equal, employees shall be laid off within the classification affected on the basis of seniority.
- Thirty working days prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications of the employees to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. The layoff notice shall state the reasons for the layoff, the effective date of the layoff and a statement advising the employee of his/her rights of reinstatement from the layoff.

Recall

Employees who are laid off shall be placed on a recall list by classification from which laid off employees shall be recalled.

Provided the employee is qualified to perform the work of the opening, an employee subject to layoff or currently laid off will be offered an opening before a new employee is hired to fill the opening.

Employees shall retain recall rights for a period of two years.

The Board has fulfilled its responsibility herein by sending a written notice of a job vacancy to a member on the layoff list by certified mail at the last address left by the member. Unclaimed,

refused or non-deliverable notices, as well as, failure to respond within 10 calendar days from date of mailing shall constitute refusal of the recall.

Members on layoff shall be permitted to carry group life insurance, dental, and group medical and hospitalization insurance for the period the member is eligible in accordance with COBRA regulations (18 months).

ARTICLE I 1 - JOB DESCRIPTIONS

The Board shall have the authority to devise and write all job descriptions for each job classification employees are employed in under this agreement. The Association shall be furnished a copy of such job description. Job descriptions shall accurately reflect the duties of the position and describe the qualifications and experience needed for the position. Job descriptions shall not contain duties which are not reasonably related to the operation of the School District's educational program, and employees will not be assigned to perform duties which are not reasonably related to the operation of the School District's educational program.

Prior to the Board making a change in any job description for any classification and/or employee covered by this contract, the Board shall notify the Association and provide the Association an opportunity for input with respect to such change.

A committee jointly composed of representatives from the Association and the Board shall be formed for the purpose of reviewing the job descriptions of employees covered by this agreement. Such committee shall complete its work within 180 days of the date of execution of this agreement. Revised job descriptions resulting from the committee's work shall be submitted to the Board for its approval. The Association does not waive any rights to bargain terms and conditions of employment by agreeing to this section.

ARTICLE 12 - POSTING, ASSIGNMENTS AND TRANSFERS

A vacancy is an opening resulting from the creation of a new position or from the resignation, retirement, termination, non-renewal or reassignment of an employee, which the Board decides to fill. Whether to fill a position or replace an employee shall be at the sole discretion of the Board. Vacancies shall be filled in accordance with the terms of this agreement.

Vacancies shall be posted for five working days. Vacancy postings shall include the date of posting, the application deadline, the qualifications for the position, the location of the position, the hours of work, the months of employment, and the rate of pay.

Vacancies shall be filled by the most qualified applicant. In the event all relevant factors are equal, the applicant with the greatest seniority will be offered the position.

During the summer months, notice of vacancies will be sent to the Association president.

Application for a posted vacancy must be in writing and received in the Superintendent's office within the posting period.

Assignments/Reassignments

The Superintendent retains, under this agreement, the sole authority and discretion to assign and reassign employees, except as such authority may be specifically limited by this agreement. A reassignment shall not be for arbitrary or capricious reasons. In the event it is necessary to reassign or transfer an employee who has not requested such a reassignment or transfer, the Superintendent will meet with the employee to discuss the reasons which necessitated the transfer and offer options available to the employee.

Employees to be transferred shall be informed in writing of the proposed transfer including specific reasons for said transfer, and will be given at least 10 days notice except in emergency situations.

ARTICLE 13 - HOLIDAYS

Employees shall be entitled to the following paid holidays: New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. Independence Day shall be a paid holiday for employees who are scheduled to work the work week in which Independence Day falls. The Friday after Thanksgiving shall be a paid non-work day for custodians.

In order to qualify for pay for holidays not worked, an employee must work the employee's last scheduled work day before and the employee's first scheduled work day after the holiday unless the employee's absence was excused because of a vacation, injury or illness or other excused absence. A doctor's excuse for personal illness or injury may be required.

Employees called to work on a holiday shall be paid at the applicable rate for the hours worked in addition to the holiday pay.

A holiday which falls within a normal work week will be considered as hours worked for the purpose of computing overtime for that week.

ARTICLE 14 - VACATION

Employees covered by this agreement who are in service for 12 full months in each calendar year shall be granted a vacation with pay as follows:

After one year of continuous service – eighty (80) hours

After five years of continuous service – ninety-six (96) hours

After ten years of continuous service – one hundred twenty (120) hours

Vacation must be taken in blocks no smaller than two (2) hours (¼ day).

No vacation will be credited until after the expiration of one year of continuous service. Vacations will not be credited for any fractional part of the year of service except where, after an employee has completed one year or more of continuous service, the employee is laid off, retires or dies, in which event the employee will receive payment on a pro-rata basis for the vacation accrued at the time of layoff, retirement or death. An employee whose employment is terminated, for whatever reason, after earning his/her vacation, but who has not taken such vacation, shall be paid the vacation pay earned.

The administration will endeavor to grant vacation at the time the employee requests vacation insofar as it is possible to do so in accordance with staffing needs and work load. In cases of conflict, the employee with greater seniority shall be given preference, provided no other vacation is scheduled for the time period requested. It is understood that only one employee in that classification shall be allowed to go on vacation during any one time period. The administration reserves the right to arrange vacation schedules in accordance with the needs of the School District.

ARTICLE 15 - CALAMITY DAYS

The Board reserves the right to have one or more employees covered by this agreement report to work when school is closed due to weather conditions or other unexpected reasons provided, however, that any employee(s) not required to report to work on any such day shall not suffer any loss of pay. Employees who are required to report to work on such a day will not be docked or disciplined for reporting late, provided the employee makes a good faith effort to report to work. If such days are made up, bargaining unit employees who were not required to work on such days shall be required to work on said make up days without additional compensation. If an employee not required to report to work reports to work on a Calamity Day before school is closed for the day, and that day is made up, the employee will be paid for the make-up day. The employee may be required to work his/her regular work hours on the Calamity Day on which the employee reports to work before school is closed.

ARTICLE 16 - WORK WEEK, WORK YEAR AND HOURS OF WORK

The standard work week for all employees shall begin on Monday, with a normal work week being Monday through Friday.

The standard work year for twelve-month employees (maintenance and custodial staff) shall be the number of work days in the period from July 1 through June 30, less the paid holidays provided for in this contract.

A standard work year for nine-month or school year employees (all other employees) shall be 180 days, not including the paid holidays provided for in this contract.

Any additional working days added to the base work year shall be paid at the applicable hourly/per diem rate.

Nothing in this Article shall prevent the Board from employing employees to work less than the number of days set forth above.

Work Day

The standard work day for maintenance and custodial employees is eight hours, excluding lunch. Full time maintenance and custodial employees shall be entitled to a duty free, unpaid, one-half hour lunch period. In the event an employee's lunch period is interrupted by being called to work, the employee shall be permitted to resume and complete his/her lunch period provided the employee can do so within a reasonable time of the interruption. In the event an employee is unable to resume his/her interrupted lunch period within a reasonable time of the interruption, the employee shall be paid for the time worked. All full time maintenance and custodial employees shall be entitled to a ten-minute break during the first four hours of work and a ten-minute break during the second four hours of work. A shift premium of fifteen cents (\$0.15) per hour shall be paid to custodians for working the second shift. A shift premium of twenty-five (\$0.25) per hour shall be paid to custodians for working the third shift. This does not apply to special events pay.

The Board may outsource the duties associated with lawn care (mowing). The Board shall offer said outsourced duties to the custodial staff first and then to other classified bargaining unit members and then to other staff members on an outsourced basis prior to hiring a non-bargaining unit member or entity.

The standard work day for instructional aides is six hours and forty-five minutes, excluding lunch. Instructional aides shall be entitled to a duty free, unpaid, one-half hour lunch period each day the same as the lunch period provided for maintenance and custodial employees as described above. A ten-minute AM break shall be scheduled.

The standard work day for food staff employees is as follows: Head Cook – 6 ½ hours; Cooks - 6 hours. Upon implementation of a breakfast program, additional time may be added to the workday of food service personnel based on seniority. A scheduled ten-minute break will be taken at a time other than serving time.

The standard work day for a bus driver is for a bus driver to be scheduled to drive a regular AM and PM bus route or to be scheduled to drive more than four (4) hours per day on a regular/routine bus route. A bus driver shall report to his/her bus 12 minutes prior to the start of

his/her morning run and 15 minutes prior to the start of his/her afternoon run. The driver will be paid from the start of his/her reporting time until the bus is parked in the bus parking area after each run. The driver shall also be paid for all other time spent performing required duties.

Field trips shall be offered to drivers in order of seniority, except that emergency field trips may be assigned to any driver who is willing to take the trip. Emergency field trips are field trips received in the transportation office 72 hours or less before the trip is scheduled to start or any field trip where the assigned driver cancels within 72 hours of the scheduled start of the trip. In the event no driver is willing to take a field trip, the trip may be assigned to a substitute driver or to the least senior driver on the seniority list. For field trips, drivers shall be paid their regular driving rate for two hours and the special rate specified in the salary schedule for the remaining time of the field trip. In the event the entire time of a field trip is less than 2 hours, the driver shall be paid for a minimum of 2 hours, but the driver may be required to perform driver related duties, e.g. clean bus, to fill out the 2 hours. The routes will be aligned in the fall not later than August 20 of each year.

Bus drivers shall be required and compensated at their regular rates for cleaning/washing their buses. This requirement shall be scheduled between the head bus driver and superintendent and shall not exceed 10 hours per year per bus. If a bus fails to pass the State inspection for cleanliness then the bus driver shall be required to do additional cleaning/washing in order for the bus to pass the State inspection. The bus driver shall not be compensated for this additional cleaning/washing of the bus. The bus driver may defer this requirement to another bus driver if agreed upon by the bus drivers concerned and the superintendent.

A person will be scheduled to start buses in the cold weather.

Bus driver's receiving their annual physical and hearing assessment at the Board designated Putnam County bus driver exam shall be reimbursed their out of pocket expenses for said physical and hearing assessment. The Board shall reimburse bus drivers for the cost of renewing their CDL bus driver endorsement.

Nothing in this Article shall prevent the Board from employing employees in any classification for less than the standard work day for that classification set forth above.

ARTICLE 17 - OVERTIME

Employees covered by this agreement shall be paid one and one-half times their regular straight time hourly rate for all hours worked in excess of 40 hours in any work week.

So far as is practical, opportunities to work overtime in a particular job classification shall be distributed in order of seniority among the employees in that job classification, with the most senior employee in the classification being offered the overtime first, provided the employee is fully qualified to perform the overtime work required. In the event all employees in the

classification in which overtime is to be worked decline the overtime, the least senior employee(s) may be required to work the overtime.

ARTICLE 18 - SICK LEAVE

Each member of the bargaining unit shall be granted sick leave at the rate of 1.25 days per month of completed service to a maximum of fifteen (15) days per year. Unused sick leave may accumulate to a maximum of one hundred eighty (180) days.

Sick leave will be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

For the purpose of using sick leave due to an illness or injury in an employee's immediate family, an employee's immediate family shall include father, mother, husband, wife, child (including step-child), grandchild, parents-in-law or other relatives who are making their home in the employee's immediate household.

For purposes of using sick leave for the death of an employee's immediate family, the employee's immediate family shall include father, mother, brother, sister, husband, wife, child (including step-child), grandchild, in-laws and other relatives who are making their home in the employee's immediate household. An employee may use up to five (5) days sick leave for purposes of death in the employee's immediate family, or any additional time authorized by the Superintendent in his sole discretion.

The Superintendent reserves the right to request an employee to furnish a physician's statement or other verification confirming the employee's need for sick leave.

ARTICLE 19 - PERSONAL LEAVE

Employees covered by this Agreement shall be provided three (3) personal days per school year to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Without the approval of the Superintendent, personal leave may not be used in lieu of sick leave or to extend a vacation period, and it may not be taken one work day before or after holidays, Christmas or Spring Break, however, the Superintendent may request a specific reason for the leave. Personal days are not to be used for recreational purposes.

Employees requesting to use personal leave shall submit a personal leave request to the employee's immediate supervisor at least five (5) days prior to the date for which personal leave is being requested, except in an emergency situation. Personal leave must be approved by the employee's immediate supervisor before it can be taken.

During the school year a maximum of 20% of the employees covered by this agreement in any one building, or in the transportation and maintenance departments, may be on personal leave on the same day. This provision may be waived by an employee's immediate supervisor in the event of an emergency situation.

ARTICLE 20 - ASSAULT LEAVE

An employee covered by this Agreement who is physically assaulted while performing his/her work duties which results in the employee being unable to perform his/her duties shall be entitled to assault leave. Such leave shall be for a maximum of twenty (20) days per work year, and such leave shall not be chargeable to sick leave or any other leave, and shall be at no loss of pay. Assault leave shall not accumulate.

In addition to a full disclosure of the circumstances surrounding the assault, a police report verifying the assault and a physician's statement verifying the employee's disability may be required by the Superintendent when assault leave is requested.

An employee shall not be entitled to assault leave when the assault is by another employee of the Board.

ARTICLE 21 - JURY DUTY

When an employee is called for jury duty the employee shall receive his/her regular pay for that day provided the employee remits the remuneration received for jury service, except transportation costs, to the School District.

ARTICLE 22 - UNPAID LEAVES OF ABSENCE

Upon written request, the Board may grant a leave of absence without pay for a period of not more than two (2) years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon the request of any bargaining unit employee, a leave of absence without pay for up to twelve consecutive months shall be granted to care for a newborn infant or for the adoption of a minor child. Extensions may be granted at the discretion of the Board. An employee requesting such child care leave shall submit a written notice to the Superintendent not later than thirty days prior to the anticipated leave date (except in the case of adoption when the employee receives less than thirty days notice) advising the Superintendent of the anticipated dates of the commencement and end of the child care leave.

All requests for leaves under this article must be in writing and must specify the reasons why the leave is being requested. Such request must include the date the leave is to begin and to terminate.

Employees granted unpaid leave under this article shall not accrue seniority during the period of the leave, but shall not lose previously accrued seniority.

Employees shall be entitled to military leave in accordance with applicable state and federal law.

Upon returning to service at the expiration of an unpaid leave of absence, the employee shall return to the job classification he/she held prior to the leave.

The Board shall continue to carry on the School District's payroll records employees on unpaid leaves of absence for the purpose of the group term life, hospitalization, surgical or major medical insurance. The Board shall not be obligated to pay the premium for these insurances for those employees on unpaid leave, but the employee may, at his/her option, continue said insurances by paying the full premium due in advance. No other compensation or fringe benefits shall be provided while an employee is on an unpaid leave of absence.

In accordance with the Family Medical Leave Act, group health insurance benefits shall be continued to a maximum of twelve (12) weeks, on the same basis as when the employee is actively working, for an employee on paid or unpaid leave due to the birth or adoption of a child or to care for a newly born or adopted child; or in order to care for the spouse, son, daughter or parent of the employee because of a serious health condition of the employee. The twelve (12) month period shall begin on the first day the employee takes leave under this provision. The twelve (12) weeks limitations shall not apply so long as an employee is on paid sick leave, but all time on paid sick leave under this provision shall count towards the twelve (12) weeks during which the employee is entitled to continuation of group health insurance benefits. Leave under FMLA would commence with official notification to the employee by the Treasurer of illness or other condition which permits use of the FMLA. The employee has the responsibility to notify the Treasurer if the leave is not appropriate use of FMLA.

ARTICLE 23 - NO SMOKING

No employee shall use tobacco products inside any building or vehicle owned or operated by the School District.

ARTICLE 24 - DRUG AND ALCOHOL FREE WORKPLACE

The Board of Education will comply with all state and federal laws and regulations including the Drug Free Workplace Act and the U.S. Department of Transportation regulations pertaining to drug and alcohol testing for employees in safety sensitive positions.

In addition to testing required by law, the Board of Education may require an employee to submit to drug or alcohol testing if just cause is established by observation of a supervisor and/or the

appearance of drug or alcohol use. The Board of Education will pay the full cost of the testing required.

Employees who test positive for drug and/or alcohol use as a result of any of the tests described above may be disciplined in accordance with the discipline provisions of this Agreement, provided that any employee employed in a safety sensitive position who tests positive for drug and/or alcohol use shall be subject to immediate termination from the safety sensitive position.

An employee who tests positive for drug and/or alcohol use, and/or an employee who voluntarily acknowledges a drug or alcohol problem, may be referred to rehabilitation or counseling, and may be granted leave to attend (sick leave, if appropriate and available, may be used) a rehabilitation or counseling program; and may be required, as a condition of continued employment, to successfully complete a rehabilitation and/or counseling program. The Board shall not be responsible for the cost of such rehabilitation or counseling program, except as the program may be covered by health insurance. The provisions of this paragraph do not affect the Board's right to impose discipline for drug and/or alcohol use.

ARTICLE 25 - SEVERANCE PAY

Members retiring from the Leipsic Local School District shall be granted severance pay determined on the basis of one-fourth (1/4) of the unused sick leave days accumulated up to a total of forty-four (44) days. The per diem rate is based on their placement on the salary schedule at the time of retirement.

Sick leave days accumulated above the maximum (180 days) will be converted to severance pay at the rate of one (1) day for each fifteen (15) days of unused sick leave above one hundred eighty (180) days.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the member.

Retirements, as used in this article, shall mean retirement under one of the State of Ohio Retirement Systems.

Any employee who dies while in active service of the District shall be deemed to have retired the day prior to death. Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached in the forms section of this agreement. In the absence of a beneficiary designation, severance is to be paid to the estate of the deceased employee per 2113.04 ORC.

Retirement Incentive

Employees who retire in their first year of eligibility will receive super severance (double severance pay).

In order to receive double severance pay, the employee must notify the Board one (1) year prior to eligibility that the employee will retire in the first year of eligibility, and then must notify the Board of the employee's retirement date at least sixty (60) days prior to the retirement date.

The Board has the option of paying the super severance payment over three (3) years.

ARTICLE 26 - SALARY

The salary schedule attached hereto and designated Exhibit 1 shall be implemented effective July 1, 2013. The salary schedule attached hereto and designated Exhibit 2 shall be implemented effective July 1, 2014. The salary schedule attached hereto and designated Exhibit 3 shall be implemented effective July 1, 2015.

All classified bargaining unit members will be eligible for an attendance bonus program. Employees who have perfect attendance will receive \$600; employees who are absent one (1) full day or less will receive \$450; and employees who are absent two (2) full days or less will receive \$300. The attendance bonus will be paid after the conclusion of the employee's contract year. Vacation, release time for negotiations, jury duty, assault leave, and employer initiated professional leave shall not count as an absence from work.

All classified bargaining unit members will have their paychecks direct deposited as per the established guidelines in the certified contract.

Each bargaining unit member shall receive a signing bonus payment of 0.50% based on the bargaining unit members 2013-14 placement on the 2013-14 wage schedule. Said signing bonus shall be paid the first payroll of June 2013 provided that the successor agreement between the Leipsic Education Association and the Leipsic Local Board of Education has been ratified and approved by May 31, 2013.

ARTICLE 27 - SALARY SCHEDULE PLACEMENT

The Board of Education reserves the right to evaluate outside experience for each job classification. Employees without experience will begin at Step Zero (0). New employees with similar work experience for their job classification shall be evaluated by the Superintendent and placed on the respective salary schedule at a step no higher than one step for each two years of similar experience, to a maximum of no higher than the fifth step.

Salary Notice

A salary notice shall be provided to each employee at the beginning of each school year prior to the employee's first pay day. This notice shall contain the following information:

1. the number of schedule days in the employee's work year;
2. the employee's regular daily work hours;
3. the employee's hourly rate of pay;
4. the employee's total anticipated compensation for the year; and
5. the base pay for each pay period, which shall be determined by anticipated compensation divided by the number of pay periods (twenty-six).

ARTICLE 28 - INSURANCE BENEFITS

The Board shall pay towards the cost of the health insurance plan as follows:

- For twelve (12) month employees hired prior to 09/01/2005 - 95% of the monthly family premium or 100% of the monthly single premium;
- For less than twelve (12) month employees hired prior to 09/01/2005 - 90% of the monthly family premium or 100% of the monthly single premium.
- For employees hired after 09/01/2005 the Board shall pay the following percentage of the monthly premium (family or single):

Custodians	90%
Instructional Aides	75%
Cooks	75%
Bus Drivers	75%

- Employees hired after 09/01/2005 who work less than the standard work year or work day will have their board paid medical and dental insurance premiums contribution prorated based on the standard work year and/or work day for their position.
- Any employee electing the HSA medical insurance option shall receive a monthly Board contribution as follows:

	<u>Family</u>	<u>Single</u>
12 month employee hired prior to 09/01/2005	\$175.00	\$87.50
12 month employee hired after 09/01/2005	150.00	75.00
9 month employee hired prior to 09/01/2005	150.00	75.00
9 month employee hired after 09/01/2005	125.00	62.50

- Said Board contributions can be used to purchase medical insurance, dental insurance, or any other benefit offered through the school district. Any excess contribution not used to purchase insurance or benefits can be put into a supplemental retirement or investment account or be taken as cash and paid out in the employee's bi-weekly paycheck.
- Bargaining unit members choosing the Health Savings Account (HSA) medical insurance option shall have, in January of each calendar year, an amount equal to eight (8) months worth of Board contributions advanced into the employee's HSA account. The remainder of the Board's obligation will be deposited in September.
- Any surcharge/user fees associated with the Affordable Care Act (ACA) such as the Patient-Centered Outcome Research Institute Fee (PCORI Fee) or the Transitional Reinsurance Fee shall be paid by the employee.

Employees shall pay \$5.00 per month towards the cost of the dental insurance provided by the Board.

The Board of Education shall provide only one family plan for any insurance benefit set forth in this contract where two members of the same immediate family are employed by the Board except for life insurance and dental insurance which shall be provided to each member of the bargaining unit.

Married couples, where both spouses are employed by the Board, shall be eligible for two single policies or one family policy.

The Board will provide the insurance benefits offered by the Putnam County Health Insurance Consortium or by another consortium should a consortium change be deemed necessary by the Board. Should a consortium change be made causing a change in benefits or the Board of Directors of the consortium make a change in the benefit plan, the Leipsic Local Board of Education and the LEA agree to reopen negotiations within 30 days after the change to resolve any issues that may arise due to the plan change.

Stipend in Lieu of Insurance

Any nine (9) month classified bargaining unit member not electing family medical insurance coverage shall be paid a \$1,800 stipend in lieu of medical coverage, the stipend for twelve (12) month employees shall be \$2,100. Any classified bargaining unit member not electing dental insurance coverage shall be paid a \$200 stipend in lieu of family dental coverage or a \$100 stipend in lieu of single dental coverage. Employees who work less than the standard work year or work day will have their stipend prorated based on the standard work year and/or work day for their position.

Any classified bargaining unit member electing not to enroll in the group insurance must notify the treasurer in writing prior to September 10th of each year with their election becoming

effective on October 1. New employees shall have the opportunity to make their election within their initial first five (5) days of employment or September 10th, which ever comes later, and will become effective immediately. Said election is in effect for one year and cannot be revoked except for the occurrence of a qualifying event as defined by the insurance carrier.

The stipend payment shall be divided in half and paid on the first payrolls of December and June following the employee's election. New employees making their election in mid-year (after September 1) shall have their stipend prorated and paid on the first payrolls of December and June.

Section 125 Plan

The Board has established and maintains a Section 125 Plan on behalf of the bargaining unit members, subject to the provisions of Section 125 of the Internal Revenue Code as amended thereunder. The Section 125 Plan is to permit the funding through pre-tax contributions of the bargaining unit member's liability for any allowable Section 125 Plan expenses as provided by the Internal Revenue Service and the Leipsic School's Section 125 Plan Document. The Board will contribute \$400.00 to each employee's Section 125 account (HSA for employees choosing that option) each year of the contract for use during the Plan Year of the Section 125 Plan that begins within the contract year. The employee has the option to contribute his or her own funds to this account in accordance with provisions of the Section 125 Plan.

ARTICLE 29 - CONTINUING EDUCATION PROGRAM

The Board will fund a continuing education program for employees and reimburse employees 50% of the actual tuition costs paid by the employee for approved courses, to a maximum of \$1,200.00 per employee in any one year (classes taken between September 1 and August 31), provided the employee successfully completes the course. The total amount paid under this Article shall not exceed \$4,000 annually. In order to be eligible for reimbursement, the course must be approved in advance by the Superintendent, and should be related to the employee's assignment or to enhance the employee's promotional opportunities.

Class taken for non-credit which will improve the employee's skills/knowledge in the employee's assigned responsibilities will be reimbursed at the rate of 50% for the cost of tuition/registration and/or materials, provided the Superintendent approves the class in advance. Costs for CPR training offered at the school shall be covered at 100%.

Employees covered by this Agreement may be granted a day or days of leave without loss of pay to attend meetings, seminars, workshops, etc., that will further the development of the employee and/or enhance the work performance of the employee. Application for such leave shall be made at least ten days in advance. The leave request may be approved for reimbursement pursuant to paragraph B above, or with full, partial or no reimbursement of expenses.

In the event an employee is directed to attend a meeting, seminar, workshop, etc., the employee shall be paid his/her applicable hourly rate for attending the workshop; the cost of the program shall be paid by the Board; and the employee shall be reimbursed his/her travel expenses in accordance with the Board's travel reimbursement policy. The employee will be paid his/her hourly rate for travel time if the meeting, seminar, workshop, etc. is outside of Putnam County.

ARTICLE 30 - NO STRIKE

It is agreed that during the life of this agreement there shall be no lockout on the part of the administration, or any strike, work stoppage, slowdown or any other interruption of work for any cause whatsoever by the employees or the union. It is understood that any closing of schools necessitated by economic conditions existing in the School District or mandated or directed by the Board shall not be deemed a lockout pursuant to the provisions of this section.

ARTICLE 31 - SEVERABILITY

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

In the event of suspension or invalidation of any provision of this agreement, the parties will meet and negotiate within thirty (30) calendar days after such event for the purpose of arriving at a mutually satisfactory replacement for such provision. In the event agreement is not reached, the impasse procedure shall apply.

ARTICLE 32 - NON-DISCRIMINATION

Neither the Board nor the Association shall discriminate against an employee on account of the employee's handicap, race, religion, national origin, sex or age. Neither the Board nor the Association shall discriminate against employees because of membership or non-membership in the Association or participation or non-participation in Association activities.

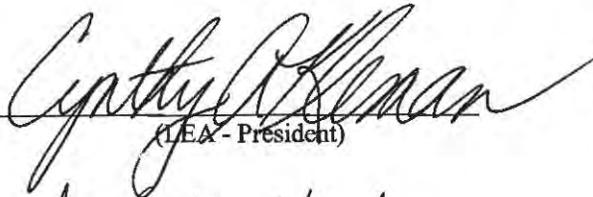
ARTICLE 33 - DURATION OF CONTRACT

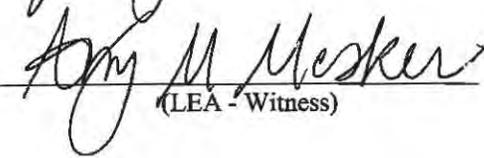
This Agreement shall become effective on the date executed by the parties, and shall remain in effect through June 30, 2016, and shall renew from year to year thereafter unless either the Board or the Association serves written notice on the other of its intention to terminate,

modify or negotiate a successor collective bargaining agreement, not less than one hundred twenty (120) calendar days prior to such expiration date or the expiration of any renewal thereof.

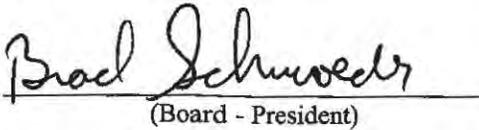
SIGNATURES:

LEIPSIC EDUCATION ASSOCIATION

By: 
(LEA - President)

By: 
(LEA - Witness)

**LEIPSIC LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

By: 
(Board - President)

By: 
(Board - Superintendent)

OHIO EDUCATION ASSOCIATION

By: 
(OEA - Representative)

Classified Salary Schedules - 2013-2014
(Hourly Rate)

<u>Years of Experience</u>	<u>Custodians</u>	<u>Bus Driver's</u>	<u>Cooks/Cashier</u>	<u>Head Cook</u>	<u>Aides</u>
0	13.92	17.55	11.50	12.26	12.00
1	14.17	17.80	11.75	12.51	12.25
2	14.42	18.05	12.00	12.76	12.50
3	14.67	18.30	12.25	13.01	12.75
4	14.92	18.55	12.50	13.26	13.00
5	15.17	18.80	12.75	13.51	13.25
6	15.42	19.05	13.00	13.76	13.50
7	15.67	19.30	13.25	14.01	13.75
8	15.67	19.30	13.25	14.01	13.75
9	15.67	19.30	13.25	14.01	13.75
10	15.92	19.55	13.50	14.26	14.00
11	15.92	19.55	13.50	14.26	14.00
12	15.92	19.55	13.50	14.26	14.00
13	16.17	19.80	13.75	14.51	14.25
14	16.17	19.80	13.75	14.51	14.25
15	16.42	20.05	14.00	14.76	14.50
Special Rate (Sitting):	N/A	9.00	N/A	N/A	N/A
*Special Rate (Driving):	N/A	Regular Rate	N/A	N/A	N/A

Retired substitute Bus Driver rate (retired with 20+ years) = Step 12 rate.

Retired substitute Bus Driver rate (retired with less than 20 years) = Step 7 rate.

* Driving time hours equal total miles driven for extra-curricular trip divided by 40. Minimum 2 hours driving time per extra-curricular trip.

Classified Salary Schedules - 2014-2015
(Hourly Rate)

<u>Years of Experience</u>	<u>Custodians</u>	<u>Bus Driver's</u>	<u>Cooks/Cashier</u>	<u>Head Cook</u>	<u>Aides</u>
0	14.08	17.75	11.64	12.41	12.15
1	14.33	18.00	11.89	12.66	12.40
2	14.58	18.25	12.14	12.91	12.65
3	14.83	18.50	12.39	13.16	12.90
4	15.08	18.75	12.64	13.41	13.15
5	15.33	19.00	12.89	13.66	13.40
6	15.58	19.25	13.14	13.91	13.65
7	15.83	19.50	13.39	14.16	13.90
8	15.83	19.50	13.39	14.16	13.90
9	15.83	19.50	13.39	14.16	13.90
10	16.08	19.75	13.64	14.41	14.15
11	16.08	19.75	13.64	14.41	14.15
12	16.08	19.75	13.64	14.41	14.15
13	16.33	20.00	13.89	14.66	14.40
14	16.33	20.00	13.89	14.66	14.40
15	16.58	20.25	14.14	14.91	14.65
Special Rate (Sitting):	N/A	9.00	N/A	N/A	N/A
*Special Rate (Driving):	N/A	Regular Rate	N/A	N/A	N/A

Retired substitute Bus Driver rate (retired with 20+ years) = Step 12 rate.

Retired substitute Bus Driver rate (retired with less than 20 years) = Step 7 rate.

* Driving time hours equal total miles driven for extra-curricular trip divided by 40. Minimum 2 hours driving time per extra-curricular trip.

Classified Salary Schedules - 2015-2016
(Hourly Rate)

<u>Years of Experience</u>	<u>Custodians</u>	<u>Bus Driver's</u>	<u>Cooks/Cashier</u>	<u>Head Cook</u>	<u>Aides</u>
0	14.25	17.95	11.78	12.56	12.30
1	14.50	18.20	12.03	12.81	12.55
2	14.75	18.45	12.28	13.06	12.80
3	15.00	18.70	12.53	13.31	13.05
4	15.25	18.95	12.78	13.56	13.30
5	15.50	19.20	13.03	13.81	13.55
6	15.75	19.45	13.28	14.06	13.80
7	16.00	19.70	13.53	14.31	14.05
8	16.00	19.70	13.53	14.31	14.05
9	16.00	19.70	13.53	14.31	14.05
10	16.25	19.95	13.78	14.56	14.30
11	16.25	19.95	13.78	14.56	14.30
12	16.25	19.95	13.78	14.56	14.30
13	16.50	20.20	14.03	14.81	14.55
14	16.50	20.20	14.03	14.81	14.55
15	16.75	20.45	14.28	15.06	14.80
Special Rate (Sitting):	N/A	9.00	N/A	N/A	N/A
*Special Rate (Driving):	N/A	Regular Rate	N/A	N/A	N/A
Retired substitute Bus Driver rate (retired with 20+ years) = Step 12 rate.					
Retired substitute Bus Driver rate (retired with less than 20 years) = Step 7 rate.					

* Driving time hours equal total miles driven for extra-curricular trip divided by 40. Minimum 2 hours driving time per extra-curricular trip.

GRIEVANCE PROCEDURE FORM

STEP _____

Aggrieved Person, Persons, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

Initiated at Step _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Have you discussed this with your immediate supervisor? _____ Yes _____ No

GRIEVANCE DECISION FORM

LEVEL ONE (Formal) Decision & Reasons Therefore:

Date _____ Signature _____
(Administrative Representative)

Signature _____
(Aggrieved and/or Association Representative)*

LEVEL TWO (Formal) Decision & Reasons Therefore:

Date _____ Signature _____
(Administrative Representative)

Signature _____
(Aggrieved and/or Association Representative)*

LEVEL THREE (Formal) Decision and Reasons Therefore:

Date _____ Signature _____
(Administrative Representative)

Signature _____
(Aggrieved and/or Association Representative)*

WHERE DECISION REQUIRES ADDITIONAL SPACE ATTACH PAGES AS NECESSARY.

- Signature of the aggrieved and or Association Representative indicates only receipt and not necessarily agreement with the decision.

SEVERANCE BENEFICIARY FORM

I, _____, designate the following beneficiary (ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary (ies) the following person (s):

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total percentage for all beneficiary (ies) should equal 100%)

In the event one of the foregoing precede me, I hereby designate as secondary beneficiary (ies) the following person(s):

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total percentage for all beneficiary (ies) should equal 100%)

I understand that it is incumbent upon me to keep the Board Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without delay or difficulty in the event of my death.

(Date)

(Signature – Employee)

(Date)

(Signature – Employee's Spouse)