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**NEGOTIATED
AGREEMENT**

BETWEEN

**LIBERTY-BENTON
BOARD OF EDUCATION
AND
LIBERTY-BENTON TEACHERS
ASSOCIATION/SUPPORT STAFF,
LOCAL #4943**

**EFFECTIVE JULY 1, 2015
TO JUNE 30, 2018**

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ARTICLE I
RECOGNITION

The Board of Education of the liberty-Benton Local School District (hereinafter referred to as the "Board") recognizes the Liberty-Benton Teachers Association/Support Staff, Local No. 4943 of the Ohio Federation of Employees, American Federation of Employees, AFL-CIO (hereinafter referred to as the "Union") as the sole and exclusive representative of the bargaining unit which includes all regularly employed full-time and part-time secretaries, teachers' aides, cafeteria aides, library aides, paraprofessionals, and maintenance.

Excluded are all supervisors, administrators, professional employees, management level employees, confidential employees, before/after school program assistants and employees, casual and/or seasonal employees and all others.

ARTICLE II
BOARD RIGHTS

The Board reserves all rights granted to it by way of Ohio Revised Code Section 4117.08 as well as all others provided by both State and Federal law.

In addition, the LBTA/SS shall advise the Board of their officers and representatives no later than September 1 of each year of this agreement.

ARTICLE III
UNION RIGHTS

A. Representation for Disciplinary Meetings

In the event an employee is investigated for disciplinary purposes, they shall be afforded the right of representation by a LBTA/SS representative. Union representatives, who are required to represent members for disciplinary matters, and investigation of grievances, shall be released from duty with no loss of pay for time required to conduct such business.

B. Labor/Management Meetings

The Board and the Association agree to meet upon request of either party, but no more than once per month, to address issues of mutual concern relative to working conditions in the District. However, no contract negotiations or subjects of collective bargaining of any sort shall be discussed during these meetings. The Board representative(s) shall include the Superintendent and any other administrator(s) he/she so designates. The Association shall be represented by one (1) employee within each bargaining unit 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. The Superintendent and Association President shall jointly prepare an agenda of topics for each such meeting.

C. Payroll Procedures

An employee's annual salary shall be paid in twenty-six (26) equal installments. Current employees shall maintain their option to utilize direct deposit of paychecks as well as email notification. During the summer vacation for employees not on direct deposit of paychecks, said paychecks will be mailed or an employee may pick up his/her paycheck at the school. At any other vacation time, the employee paychecks will be handled by direct deposit or must be picked up at the school on the regular payday during the hours of 8:00 a.m. and 12:00 p.m. All newly hired employees shall be required to utilize direct deposit.

All voluntary deductions from an employee's paycheck shall be equally divided between the first two (2) checks issued in a given month. Monies deducted for credit unions, annuities, non-group insurance plans, and Association dues shall be forwarded to the appropriate party in such timely manner as to meet the requirements of the normal billing cycle of each group involved.

D. Miscellaneous

1. The Union and its outside representatives may use the Board's buildings at reasonable hours for meetings with prior written approval of the administration so long as such meetings do not interfere with the normal conduct of school affairs or previously scheduled activities.
2. The Union may use the Board's equipment for matters relevant to the bargaining unit – including word processing, duplicating, and audiovisual equipment – at reasonable times when such equipment is not otherwise in use, provided, unless otherwise mutually agreed.
3. The Board will provide reasonable bulletin board space in mutually agreed upon areas for use by the Union. Postings will pertain to matters relevant to the bargaining unit and will not include information of a demeaning nature.
4. The Union President shall be furnished with one (1) electronic copy of the agenda for each meeting along with a copy of the minutes. Receipt for the agenda and minutes will be at the time of normal public distribution. One (1) set of attachments other than those prohibited by the right to privacy will be sent to the Union President.
5. The Union may use the District's mail service and employee's mailboxes for Union communications relevant to the bargaining unit. Such communications will not include information of a demeaning nature.
6. The Union may use school telephones for official Union business relevant to the bargaining unit at reasonable times, it being understood that the Union will reimburse the Board for any long-distance charges.

7. The duly elected delegate to the OFT Annual Convention shall be granted three (3) days' leave to attend the Convention provided two (2) weeks advance notice is given. All expenses for such leave 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.
8. If a meeting that involves Union representation of an employee is held by mutual agreement during regularly scheduled work hours, the board will grant release time to the employee to whom the meeting pertains and to one (1) Union representative. Such release time may be used for the purpose of representing an employee, if requested, at disciplinary and/or investigator meetings called by the Administration or for the purpose of presenting and processing grievances under Article VI of this Agreement.

ARTICLE IV
PROFESSIONAL NEGOTIATIONS AGREEMENT

A. Commitment to Bargaining

1. Scope of Negotiations – The parties shall enter into negotiations 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 or email to the receiving party. Board requests shall be directed to the President of the Association. Association requests shall be filed with the State Employment Relations Board (SERB) by the initiating party and served on the Superintendent. 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 initial 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 shall be submitted in writing at the first 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 that is not public record shall not be disclosed to the general public.
3. Good Faith Negotiations – Good faith negotiations 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 negotiations requires the representatives of the Board and Association to meet at reasonable times to deal with each other openly and fairly with the intention of reaching an agreement or to resolve questions arising under the agreement. 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 sections 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 within thirty (30) days of the date on which the parties finalize the tentative agreement package.
3. 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 sixty (60) days of bargaining, or when all submitted proposals have been fully considered 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 discussions would be fruitful, either of the parties shall have the option of declaring impasse and submitting the matter 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. Mediation, as provided for in this provision, constitutes the parties' mutually agreed upon alternative dispute resolution mechanism and supersedes and replaces any and all dispute resolution mechanisms appearing in Ohio Revised Code Section 4117.14(C). Should mediation fail to achieve a mutual agreement on all unresolved issues, the parties will be considered to have reached ultimate impasse.

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 V
DUES DEDUCTION/"COPE" DEDUCTION

A. Payroll Deductions for Union Dues

Payroll deductions for the Liberty-Benton Teachers Association/Support Staff, AFT, OFT, dues will be made for employees who authorize same. The deductions will commence with the first paycheck in October and will be evenly deducted from twenty-two (22) paychecks (October through August).

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 Association's Treasurer.

For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the individual member notifies the School District's Treasurer otherwise in writing (with a copy to the Association President and Association Treasurer) during the first ten (10) days of the school year.

By September 20 of each school year the Association President (or designee) shall provide the School District Treasurer with the following lists and any necessary payroll deduction forms:

1. A list of all members desiring annual payroll deduction.
2. A list of all members desiring continuous payroll deduction, for the first time.
3. A list of those members who have continuous payroll deductions from previous years.

All such lists shall indicate the total amount of dues to be deducted for each individual employee.

The Board shall not be responsible for any dues or fee deductions after the employee's service terminates.

B. COPE (Committee On Political Education) Check-Off

The employer agrees to deduct from the wages of any employee who is a member of the Association a "COPE" 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 VI
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 mean administrative workdays.

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 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 Associate, and shall indicate the relief requested.
3. The agreed to grievance form shall be made available to any employee requesting such either through the local Association representative.

D. Procedure

(Step I) Within ten (10) days of the time a grievance arises, the employee or local Association officials will present the grievance in writing to the supervisor or the appropriate designated person. Within five (5) 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) days of the Step I response 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 the 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, no 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 VII
REDUCTION IN FORCE

The following procedures shall govern any reduction in force (or "RIF") implemented under Ohio Revised Code Section 3319.17.2:

- A. The number of people affected will be kept to a minimum by not employing replacements, insofar as practicable, for employees who resign, retire, or otherwise vacate a position.
- B. Whenever a reasonable reduction in staff occurs under Section 3319.17.2, affected employees will be reduced in force according to classification seniority, as defined in Article VIII of this Agreement, with the least senior employee in the classification reduced first. A preference, however, will be given to employees within the affected classification who have continuing contract status.

Thirty (30) days preceding a staff reduction, the Superintendent shall advise the Union as to why the reduction is deemed necessary, what classifications are to be affected, and the extent of the anticipated reduction.

- C. Prior to the effective date of reduction, the Board will prepare and post in a conspicuous place a list containing the names, seniority dates, and classifications of those employees that are to be reduced in force. Each such employee will be given at least fourteen (14) calendar days advance notice of the reduction, unless the reason for the reduction in staff is the return to duty of a regular employee from a leave of absence in which case notice will be given to the affected employee as soon as practicable under the particular circumstances. Each notice will state the following:
 - 1. Reason for reduction in force;
 - 2. Effective date of reduction in force; and
 - 3. A brief statement advising the employee of his/her rights of reinstatement from the layoff.

This section does not preclude the partial suspension of an employee's contract in accordance with Section 3319.17.2.

Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so.

- D. The Board will prepare a recall list for each affected classification and the names of all RIF'd employees in such classification. The names of all RIF'd employees who are on limited contract status will be placed on the classification recall list in reverse order of reduction. Ahead of limited contract employees on the same recall list will be the names

of all RIF'd employees in the classification who are on continuing contract. These continuing contract employees will also be placed on the list in reverse order of reduction. Recall to an available position within the affected classification will be made from this list before any vacancy in the classification is posted or filled by a transferred or new employee.

- E. An employee's name shall remain on the recall list for a period of eighteen (18) months from the effective date of their reduction in force. If recalled during this period, such employee will be furnished a notice of recall by either hand-delivery or certified mail. For this purpose, it is the employee's responsibility to keep the Board informed of an accurate residential address. If an employee on the recall list does not accept recall within seven (7) calendar days following issuance of notice of recall, the employee will be deemed to have forfeited recall rights under this provision; however, a forfeiture will not occur where an employee declines recall to a position requiring fewer regularly scheduled hours of work than required by the employee's last position held prior to the reduction. Continuing contract status employees whose continuing contract is suspended under this section shall have the right of restoration to continuing service status in the event of recall.

ARTICLE VIII **SENIORITY**

To the extent permitted by law, 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.
- 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. The term "continuous" shall mean no breaks in service.

If two (2) or more individuals have equal seniority, the following shall apply:

1. The date of the Board meeting at which the employee was hired, then by
2. The date on which the employee submitted a completed job application, then by
3. Total S.E.R.S. service credits.

The employer shall provide to the Union an up-to-date seniority list of every employee within the bargaining unit by September 30th of each year.

ARTICLE IX VACANCIES

A permanent job vacancy occurs when the Board/administration so determines as a result of a transfer, retirement, resignation, termination, death of an employee, or a scheduled leave of absence of one school year or more. A temporary or intermittent job vacancy occurs when the Board/administration so determines as a result of work hours needed in excess of one half (1/2) hour for a position within a classification after the start of any given school year.

When there is a permanent vacancy or a new job within the bargaining unit and the Board determines to fill it, it shall be posted at each work location for a period of five (5) work days. This initial five (5) work day posting period shall be an internal posting period only so as to allow current bargaining unit members to apply for a vacancy before it is posted externally. Work locations include: lounges, cafeterias, or on the District's website. Interested employees must give written notice to the Superintendent within the five (5) work day posting period. The posting will contain a brief description of the job, including the rate of pay, the qualifications for the position and the job site. During the summer recess, a copy of the vacancy notice shall be emailed to all employees and will also be posted on the District's website.

Current bargaining unit members who apply for a permanent vacancy will be evaluated by the administration on the basis of the individual qualifications for the vacant position as well as their seniority. If no current bargaining unit members apply for a permanent vacancy within the five (5) work day posting period, or if current bargaining unit members apply for a permanent vacancy but the administration determines that they are not qualified to fill the vacancy, then the vacancy will be posted externally for a period of five (5) additional work days.

When there is an immediate need to fill a permanent vacancy, the Superintendent shall establish an expedited bid meeting in order to fill that vacancy, as well as any resulting vacancies in lieu of the foregoing posting procedures. The expedited bid meeting will occur utilizing the following process:

1. the union president will be notified by the Superintendent of the need for an expedited bid meeting, as well as the date, time and location of such meeting.
2. the expedited bid meeting shall occur within forty-eight (48) hours of the Superintendent's notification to the union president of the need for the meeting.
3. the union president shall be responsible for notifying all bargaining unit members of the expedited bid meeting.
4. all bargaining unit members who are eligible to attend the meeting but do not attend the meeting shall forfeit and waive any rights or eligibility for the vacancy or any resulting vacancies that occur during the meeting.
5. The vacancy and any resulting vacancies shall be filled at that meeting unless the Superintendent determines to fill vacancies with external candidates.

Employees will be placed at the initial step of the pay scale unless the Superintendent considers prior experience to be relevant to the classification and recommends placement at a higher step to the Board.

Successful bidders will have a thirty (30) day probationary period. During this period, the board may return the employee to his/her old position.

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.

When a temporary or intermittent vacancy arises and the administration determines to fill it, such temporary or intermittent vacancy will be posted at each work location (as defined above) for a period of two (2) work days. This is the time within which current bargaining unit members who are interested in the temporary or intermittent vacancy shall indicate same in writing to the administrator who posted the temporary or intermittent vacancy. On the work day following the two (2) work day posting period, the temporary or intermittent vacancy shall be awarded to the bargaining unit member with the most seniority who applied for the temporary or intermittent vacancy, provided that bargaining unit member is presently qualified and available to perform such work and it does not conflict with their permanent position/assignment.

ARTICLE X **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.

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 rate of pay in addition to Holiday pay.

For the purposes of determining eligibility for overtime, overtime shall be based on applying hours of time actually worked.

A normal work day for employees shall consist of a maximum of eight (8) hours.

ARTICLE XI **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. secretaries and maintenance) must report for regular

duty on all calamity days and will receive their regular rate of pay for doing so. Non-essential employees (those employees who do not perform work directly related to the administrative functions of the district) do not need to report for regular duty on a calamity day when students are not in session, 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. However, all non-essential employees are required to make-up all hours not worked due to calamity days in accordance with the school calendar adopted for student instruction. The declaration of calamity day shall be made by the Superintendent in accordance with Administrative Guidelines.

ARTICLE XII
PRINCIPAL ADVISORY COMMITTEE/STAFF MEETINGS

The bargaining unit is entitled to one (1) representative on each Principal Advisory Committee. Bargaining unit members will be invited to attend appropriate building-level Staff Meetings and bargaining unit members may choose whether or not to attend such meetings.

ARTICLE XIII
MANDATORY MEETINGS

If an employee is required to attend a meeting, the employee will be compensated for such meeting at the regular rate of pay.

ARTICLE XIV
SAFETY

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

ARTICLE XV
STAFF IN-SERVICES

Employees in all classifications may be provided with annual opportunities for in-service trainings and related type trainings to be offered on-campus as determined by the Superintendent upon input and suggestion of employees. Input by employees may be provided through the Principal Advisory Committees.

The content of the in-service trainings and related opportunities will be relevant to the performance of respective duties of each classification and will provide contemporary information on best practices for each classification.

In service and related type trainings will be scheduled by the Superintendent.

ARTICLE XVI
COLLABORATION TIMES

All bargaining unit members are required to report for regular duty during collaboration times. (Under the assumption that bargaining unit members shall be paid for this time.)

ARTICLE XVII
JURY DUTY/SCHOOL RELATED COURT APPEARANCES

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 duty to the school district, excluding meal, mileage, and/or parking allowance. Jury duty shall not be deducted from sick leave.

ARTICLE XVIII
GENERAL LEAVE

Upon the written request of a bargaining unit member, the Board may grant a leave of absence for a period of not more than two consecutive school years for educational, professional, or other purposes, and shall grant such leave where illness or other disability is the reason for the request.

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

ARTICLE XIX
ASSAULT OR INJURY 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:

- A. 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.
- B. The employee shall provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
- C. 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 benefit shall be signed over to the Board upon receipt by the employee.
- D. During assault leave, the employee will be treated for purposes of assault leave as if on active pay status. Assault leave will not be charged against sick leave earned or earnable by the employee.
- E. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

ARTICLE XX
PERSONAL LEAVE

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

- A. 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.
- B. 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.
- C. Personal leave shall not be used to engage in or seek employment.
- D. Personal leave will be restricted by classification to two (2) employees per day per building, unless approved by the Superintendent or his designee.

ARTICLE XXI
SICK LEAVE

Leave is earned at the rate of one and one-fourth (1 ¼) days per each month of active service completed for a total possible of fifteen (15) days per year, accumulated to two hundred twenty five (225) days.

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. The use of sick leave shall be limited to a total of five (5) consecutive work days per occurrence, absent extremely extenuating circumstances as pre-approved by the Superintendent upon submission of requisite documentation of same as requested by Superintendent.

If an employee has no accumulated sick leave remaining, the Superintendent may advance a maximum of five (5) days in any one employee contract year. The employee will return the advanced days out of future accumulation. If the employee leaves employment prior to repayment of the advanced days, he/she will be obligated to pay back to the District equivalent amounts for the advanced days that have not been regained.

If sick leave is used for the purpose of death in the employee's immediate family, the use of sick leave shall be limited to three (3) successive work days to attend the funeral/memorial service of a member of the employee's immediate family and to take care of family business.

ARTICLE XXII
BEREAVEMENT LEAVE

During each school year, up to three (3) successive work days will be granted with pay annually to attend the funeral/memorial service of a member of the employee's immediate family and to take care of family business. These days are noncumulative and will thus not carry over from year-to-year, nor will they be deducted from sick leave. If additional leave days are needed, the employee may use sick leave up to a maximum of (3) additional days in accordance with Article XXI.

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

ARTICLE XXIII
DEFINITION OF IMMEDIATE FAMILY

Immediate family is defined for the purposes of sick and bereavement leave to include spouse, children, parents, grandparents, 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.), as well as other relatives living in the household of the employee.

ARTICLE XXIV
VACATION

- A. All twelve (12) month bargaining unit members are entitled to and shall be granted upon request two (2) weeks vacation with pay for each contractual year of service after the first (1st) completed contractual year of service through the eighth (8th) year of completed contractual service with the Board. Vacation days are equal in length to each respective twelve month bargaining unit member's regular work day.
- B. All twelve (12) month bargaining unit members, for service years nine (9) through fifteen (15) are entitled to and shall be granted upon request three (3) weeks vacation with pay each contract year of service. Vacation days are equal in length to each respective twelve month bargaining unit member's regular work day.
- C. All twelve (12) month bargaining unit members, for service years after fifteen (15) are entitled to and shall be granted upon request four (4) weeks vacation with pay each contract year of service. Vacation days are equal in length to each respective twelve month bargaining unit member's regular work day.
- 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 carry over of some vacation time if it is requested in advance.

- E. Vacation time of twelve (12) month bargaining unit members may be utilized any time during the individual employee's contract year, upon approval of the Superintendent or his/her designee.
- F. Upon termination of employment, full-time, twelve (12) month bargaining unit members shall be paid a prorated amount of unused vacation time based on the length of contract year actually worked. Upon termination of employment, full-time, twelve (12) month bargaining unit members who have used too many days of vacation based on the length of contract year actually worked shall have a proportional amount of time docked from the final paycheck.

ARTICLE XXV
HOLIDAYS

The Board will grant to each employee the following holidays with pay in accordance with Ohio Revised Code Section 3319.08.7: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day*, Independence Day (12-month employees only), Labor Day*, Thanksgiving Day, and Christmas.

**The holidays designated with an asterisk are only paid holidays for nine (9) and ten (10) months employees in those school years in which the particular holiday falls during the school year as defined by the student instructional calendar.*

ARTICLE XXVI
SALARY

- A. All bargaining unit members will be compensated on the basis of merit, with the total pool of available funds for merit pay for the bargaining unit as a whole being equivalent to forty-six thousand dollars (\$46,000) for contract years 2015-2016, 2016-2017, and 2017-2018 combined, as proposed by the Board. The merit pool will be utilized to award merit on an individual merit pay point basis as indicated below. Any employee whose salary is above maximum market value per classification and who is not eligible for a base pay increase of at least one percent (1%) of the employee's base pay will be eligible for a one percent (1%) wage increase on base pay per contract year on a merit pay point basis. A separate eleven thousand dollars (\$11,000) will be utilized to adjust individual salaries to minimum market value effective with the start of the 2015-2016 contract year.
 - 1. Only administrator evaluation scores of employees will be used for purposes of determining salaries.
 - 2. Merit pay point values: 5, 4, 3, 2, 1.

Averaged merit pay point ranges:

90% or greater = 100% attribution
80%-89% = 90% attribution
70%-79% = 80% attribution

60%-69% = 70% attribution
below 60% = 0% attribution

ARTICLE XXVII
SERS PICK-UP

The Liberty-Benton Local Board of Education agrees to SERS “pick-up” utilizing the salary reduction method contributions to the State 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:

- A. The amount to be “picked-up” on behalf of each employee shall be ten percent (10%) 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.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- C. 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.
- D. 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).
- E. 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 XXVIII
INSURANCES

For the duration of this Contract (2015-2018), the bargaining unit agrees to the same provisions as the LBTA bargaining unit with respect to all aspects of medical insurance plans.

In order to be eligible for any and all insurances described in this Article, the employee must be on “active” employment status with the Board. “Active” employment status is defined as an employee being on the payroll performing regular work, being on a paid leave of absence, or other (i.e. not in a pay deduct, not on RIF or layoff, or on an unpaid leave of absence).

- A. Comprehensive Major Medical Insurance

Effective November 1, 2013, the Board will make optional HSA Plan available for employee enrollment with new HSA Plan effective date January 1, 2014. The Board will contribute on a matching dollar for dollar basis to employee contributions up to a maximum of \$1,000 per year for up to a maximum of two (2) years to an employee's HSA family plan election. The Board will contribute on a matching dollar for dollar basis to employee contributions up to a maximum of \$500 per year for a up to a maximum of two (2) years to an employee's HSA single plan election. Once an employee elects the HSA Plan, the employee cannot return to the comprehensive major medical insurance plan offered by the Board.

The Liberty-Benton Board of Education shall make available a comprehensive major medical insurance plan.

1. The Board shall make the following payments towards the current medical insurance coverage:
 - i. For full-time employees*, the Board shall pay 80% of the cost for family coverage.
 - ii. For full-time employees*, the Board shall pay 95% of the cost for single coverage.
 - iii. For two (2) full-time employees* who are both employee spouses, the Board will pay 80% of the cost for family coverage, but will not pay any of the cost for single coverage.
 - iv. For part-time employees who are employed 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 part-time employee's annual contract hours divided by 2,080 annual hours.

*For all eight (8) bargaining unit members who were enrolled in the District's comprehensive major medical insurance plan as of August 1, 2009, and for bargaining unit members who were not enrolled in the District's comprehensive major medical insurance plan as of August 1, 2009, but who experience a "qualifying life event" as defined and described by the Hancock County Schools Consortium Plan in effect for the period of this Agreement, and who desire coverage under the District's Medical Insurance Plan during the period of this Agreement (i.e. from date of ratification through August 31, 2012), an exception to the definition of full-time employee as found in Article XXXI herein shall be waived and these employees only shall be grandfathered under the past practice definition of full-time through the duration of this Agreement (i.e. August 31, 2012):

2. Continuation of Coverage

Members shall be eligible for medical, group life, dental and vision insurance plans in accordance with the provisions of this Agreement.

Effective at the ratification of this Agreement, the current medical insurance plan(s) offered to employees have been determined by the Hancock County School Consortium and shall remain in effect unless changed by the Consortium.

3. Insurance Committee

An Insurance Committee shall be established by and between the Board and the Association to discuss the status of the district's medical insurance.

4. 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 percent (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.

5. Group Life Insurance

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

6. Dental Insurance

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

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

7. 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 (prorated) on employees status, if one-fourth time or more, based on percentage of full-time employment.

ARTICLE XXIX
EVENT PASSES

If an employee volunteers to take tickets for at least two (2) athletic event during the 2015-2016 school year, then the employee will receive a family Liberty-Benton general admissions pass to all Board-sponsored home athletic events for the 2016-2017 school year. The same eligibility applies for the 2017-2018 school year.

ARTICLE XXX
FULL-TIME STATUS

Full-time status for all purposes of this Agreement, with the exception of special provision noted in the Insurance section of this Agreement, will be defined as any employee who works eight (8) hours per day for two hundred and sixty (260) contract days.

ARTICLE XXXI
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 IV herein shall govern this process.

ARTICLE XXXII
SEVERANCE PAY

A bargaining unit member may elect, at the time of retirement from active service with the District, and with ten (10) or more years of service with the District, to be paid in cash for one-fourth (1/4) the value of the employee's accrued but unused sick leave credit, up to a maximum value of fifty-six and one quarter (56.25) accrued but unused sick leave days. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

ARTICLE XXXIII
ANNUAL SALARY

The Employer will provide each employee with his/her annual salary including current pay no later than the first pay period of each contract year. Employees may request in writing updated information on an individual basis. Said information shall be provided within ten (10) working days, if possible, but no more than twenty-two (22) working days from the date of the request.

ARTICLE XXXIV
PERSONNEL FILES

An employee and his/her representative shall have the right to review his/her file in the presence of an administrator and/or administrative designee within five (5) working days of the written request. An employee shall receive a copy of any documents placed in the personnel file. If an employee requests copies of any documents in the employee's personnel file, the employee shall be charged a maximum of five cents (\$.05) per copy.

An employee may respond in writing to information in his/her file and have the response included in the file. Upon request of the employee, the Employer shall provide copies of the documents, except those documents that require a third-party release. Written material will be expunged from the personnel file if the employee establishes to the satisfaction of the Board that its content is false in accordance with ORC Section 1347.09. Anonymous material will not be placed in an employee's file.

ARTICLE XXXV
FAMILY MEDICAL LEAVE ACT

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 as well as Administrative Guideline 4430.01.

Under FMLA, an eligible employee may take up to twelve (12) weeks leave during a twelve (12) month period 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, to prevent stacking of leave, the Board shall require the employee to substitute accrued paid leave time (e.g. sick leave or personal leave) for any FMLA leave available and the leave taken will be counted as FMLA leave time.

ARTICLE XXXVI
TRAVEL REIMBURSEMENT

Employees will be reimbursed for required and approved use of personal automobile at the current IRS mileage rate. Any employee required to use his/her personal automobile for work at more than one (1) building in the district for school related business during their regular workday shall be paid mileage for the distance traveled between buildings.

ARTICLE XXXVII
EMPLOYEE EVALUATION

All bargaining unit members shall be evaluated at least one (1) time per year but before the first Monday in June of each year. The evaluation shall include self-evaluation as well as observation and evaluation points from the bargaining unit member's supervisor. All evaluations shall be in writing.

No evaluation shall be placed in an employee's personnel file without an opportunity for discussion between the employee and evaluator. Evaluations shall be based on the observations or knowledge of the evaluator (administrator). In the case of educational aides, evaluations shall be based on the observations or knowledge of the evaluator (administrator), as well as any informal input provided to the evaluator by the teacher who the aide is assigned to work under. The employee shall have the right to review an evaluation and to submit a written response which shall be attached to the evaluation.

ARTICLE XXXVIII
NO STRIKE/NO LOCK-OUT

The Association does hereby affirm and agree that during the effective period of this Agreement, it will neither directly nor indirectly call, sanction, encourage, finance, or assist, nor shall any employee instigate or participate in any strike as defined in Ohio Revised Code Chapter 4117. The Board does hereby affirm and agree not to lock out any or all of the Association's employees during the term of this Agreement so long as there has not been a violation by employees of the other provisions of this Article.

ARTICLE XXXIX
VACCINATIONS

For so long as the Liberty-Benton Local School District's insurance consortium provides Hepatitis B and influenza vaccinations at no charge or cost to the District, the Board will provide these vaccinations to bargaining unit members.

ARTICLE XL
BACKGROUND CHECKS

The Board will pay one hundred percent (100%) of all costs related to required BCI and FBI background checks for bargaining unit members.

ARTICLE XLI
SECRETARIES

Secretaries will not be liable for assessing the validity of a staff member's request for leave; but simply for securing a substitute in response to a request for leave.

ARTICLE XLII
PARAPROFESSIONALS, TEACHER'S AIDES, CAFETERIA AND LIBRARY AIDES

1. Aides will be notified of the educational and behavioral history of their assigned students to the extent permitted by law.
2. Paraprofessionals will not be required to teach classes or lessons without the supervision of a certified teacher.

ARTICLE XLIII
NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or harassment as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or Union activity.

ARTICLE XLIV
PHYSICAL EXAMINATIONS

If any bargaining unit member is required by the Board to have a physical examination, the Board will pay the full cost of such an examination.

ARTICLE XLV
JOB DESCRIPTIONS

Job descriptions will be furnished to each bargaining unit member by the unit member's supervisor upon initial hire as well as upon subsequent request of a bargaining unit member.

ARTICLE XLVI
SEQUENCE OF CONTRACTS

A newly hired employee will receive an initial one (1) year contract of employment. If re-employed, the employee will receive a one (1) year limited contract. If re-employed following the expiration of the one year limited contract, the employee will receive a two (2) year limited contract. If re-employed following the expiration of the two-year limited contract, the employee will receive a three (3) year limited contract. If re-employed following the expiration of the three (3) year contract, the employee will receive a continuing contract. Employees who hold a continuing contract will only be terminated for just cause, appealable through the grievance procedure. This will apply to all current employees on the date of contract ratification.

ARTICLE XLVII
EMERGENCY CALL-INS

Employees who are called in by an administrator for emergencies shall be paid a minimum of one quarter (1/4) hour of pay per incident.

ARTICLE XLVIII
DISTRICT-WIDE EMAIL

Employees shall be permitted access to district-wide e-mail and district e-mail address in accordance with the Board's usage policies and procedures.

ARTICLE XLIX
POOL FOR CATASTROPHIC ILLNESS AND INJURY

The LBTA/SS and the Board agree to establish a Sick Leave Pool for the support staff except for rehired/retired employees. The purpose of the Pool shall be to provide a support staff member who has exhausted all sick leave with the opportunity to apply for additional sick leave days for personal catastrophic illness or personal injury on the following scale:

0-3 years of experience with Liberty-Benton:	30 day maximum/contract year*
4-10 years of experience with Liberty-Benton:	20 day maximum/contract year
11-15 years of experience with Liberty-Benton:	10-day maximum/contract year

**Contract year for purposes of this section shall mean collective bargaining agreement year.*

Administration and use of the Pool shall be subject to the following rules and guidelines:

1. A committee of four (4) members shall administer the Pool. Two (2) members shall be selected by LBTA/SS. The Board, inclusive of the Superintendent, shall select Two (2) members. All decisions shall be made by a unanimous vote of all members of the committee. All aspects of the process shall be confidential. Decisions of the committee are final, and cannot be appealed through any means or methods provided in the Collective Bargaining Agreement or otherwise.
2. The employee on his/her own behalf shall present in writing the request using the developed form to the LBTA/SS president. The request must be complete in order for the committee to consider the request. The president shall present the request to the committee for consideration. The number of days requested may be adjusted by the committee as necessary. The committee may request proof of the catastrophic nature of the illness/injury that is the subject of the request. Such proof shall consist of written information provided by the treating physician that corroborates the explanation provided in the request, and also provides an expected return to work date. An employee may make only one (1) request per contract year. An employee may not make a request in any contract year in which the total number of days remaining in the employee's contract year is less than the total number of days requested from the Pool.

3. A form will be provided for certified staff to indicate willingness to contribute sick leave days to the Pool. LBTA/SS shall compile the donation forms as needed and the LBTA/SS president shall submit the compiled forms to the Treasurer immediately for payroll reconciliation. Each employee may contribute up to a maximum of five (5) sick leave days per contract year. Upon receipt of the donation forms, the Treasurer will immediately deduct from each donating member's accumulated sick leave balance the indicated number of donated sick leave days.
4. Donated sick leave days will not be refunded to any bargaining unit member. The balance of donated sick leave days in the Pool that are not used within the contract year will not be credited in any way towards the next contract-year and will be forever forfeited.
5. This Pool will not be used in lieu of or in substitute for applying for SERS disability retirement.

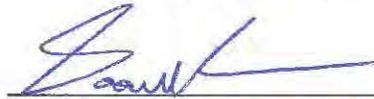
ARTICLE L
AGREEMENT AND MID-TERM BARGAINING

THIS AGREEMENT is made and entered into this July 29, 2015, by and between the Liberty-Benton Board of Education, hereinafter referred to as the "Board", and the Liberty-Benton Teachers Association/Support Staff, OFT/AFT, Local #4943, 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, 2018.

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

LBTA/SS, OFT, AFT and its Local #4943



President

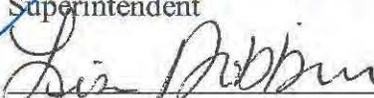


Local #4943 President



Superintendent





Treasurer

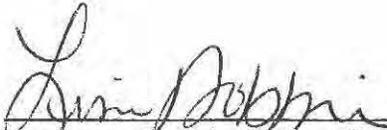
CERTIFICATION OF THE NEGOTIATED AGREEMENT
BETWEEN THE LIBERTY-BENTON BOARD OF
EDUCATION AND THE LIBERTY-BENTON TEACHERS ASSOCIATION/SUPPORT
STAFF

The undersigned, Treasurer and President of the Board of Education of Liberty-Benton Local School District, Ohio, and the Superintendent of Schools of Liberty-Benton Local School District, Ohio, hereby certify that the District has in effect for the term of the attached contract (July 1, 2015 through June 30, 2018) the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to fulfill all obligations of the attached negotiated agreement between The Liberty-Benton Board of Education and The Liberty-Benton Teachers Association/Support Staff.

This certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Date: July 29, 2015

Date



Treasurer, Board of Education
Liberty-Benton School District



President, Board of Education
Liberty-Benton School District



Superintendent of Schools
Liberty-Benton School District

**Liberty Benton Local Schools
Proposed Hourly Pay Structure**

Grade	Position Title	Liberty Benton Employee Pay Range		Market Data (Median) Position Pay Range			Proposed Pay Range ^{(4), (5)}	
		Lowest	Highest	Min	Max	n	Min	Max
		8	Superintendent Secretary	\$22.00	\$22.00	\$15.40	\$20.22	7
7	Assistant Treasurer	\$16.83 ⁽¹⁾	\$18.71 ⁽²⁾	\$15.05	\$18.90	8	\$16.46	\$19.75
7	EMIS Coordinator	\$15.38	\$15.38	\$15.68	\$26.12	2	\$16.46	\$19.75
6	Bus Driver ⁽³⁾	\$15.20 ⁽¹⁾	\$15.54 ⁽²⁾	\$15.56	\$18.76	8	\$15.31	\$18.38
6	Maintenance	\$14.25	\$14.25	\$16.09	\$21.03	5	\$15.31	\$18.38
6	Secretary	\$13.47	\$14.44	\$13.78	\$17.80	11	\$15.31	\$18.38
5	Building/Grounds	\$15.30	\$15.30	\$16.83	\$19.71	2	\$14.25	\$17.09
5	Grounds	\$15.30	\$15.30	\$15.67	\$18.74	1	\$14.25	\$17.09
5	Custodian (3)	\$12.60	\$12.79	\$14.15	\$16.93	10	\$14.25	\$17.09
3	Head Cashier	\$13.31	\$13.31	\$11.81	\$14.33	2	\$12.33	\$14.79
3	Cafeteria Manager/Cook	\$15.48 ⁽¹⁾	\$15.54 ⁽²⁾	\$12.33	\$14.60	6	\$12.33	\$14.79
2	Cook	\$12.17 ⁽¹⁾	\$14.53 ⁽²⁾	\$11.65	\$13.24	7	\$11.47	\$13.76
2	Cashier	\$11.56 ⁽¹⁾	\$12.05 ⁽²⁾	\$11.77	\$13.82	7	\$11.47	\$13.76
2	Paraprofessionals/Teachers' Aides/Library Aide	\$10.32 ⁽¹⁾	\$14.85 ⁽²⁾	\$11.80	\$13.58	10	\$11.47	\$13.76
1	Lunch/Playground Aides	\$10.32 ⁽¹⁾	\$12.73 ⁽²⁾	\$11.20	\$12.87	7	\$10.67	\$12.80
	(1) Represents lowest paid incumbent's rate							
	(2) Represents highest paid incumbent's rate							
	(3) Employees hired after 7/1/02							
	(4) Range widths - 20.0%							
	(5) Grade differentials - 7.5%							