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**MASTER AGREEMENT
BETWEEN
LEBANON CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AFSCME/AFL-CIO
LOCAL 511**

June 30, 2011 – June 30, 2014

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ARTICLE 1
PARTIES TO AGREEMENT

The Lebanon City Board of Education, hereinafter referred to as the "Employer", and the Ohio Association of Public School Employees (AFSCME/AFL-CIO) and its LOCAL #511 hereinafter referred to as the "Union", agree to be bound by the following items and conditions as they relate to the members of said Union.

ARTICLE 2
RECOGNITION

Section 1

The Lebanon City Board of Education shall recognize, for purposes of classified negotiations, Local # 511 of OAPSE, through the term of this Agreement. The Union shall be the sole and exclusive negotiating agent for all classified employees in the bargaining unit, as hereinafter defined.

Section 2

The bargaining unit shall include all classified employees of the employer except central office secretaries and the secretary of each principal, substitute employees, transportation employees, employees in the treasurer's office, the supervisor of custodial maintenance and all other certificated, supervisory and administrative employees of the board.

Section 3

The Association and the Board agree that the applicable provisions of the law shall apply where the Agreement is silent.

Section 4

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in O.R.C. 4117.08. These include the right to:

- A. Determine matters of inherent managerial policy, as provided in 3313.47 and 3313.20 of the Ohio Revised Code, which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;

- B. Direct, supervise, evaluate or hire employees;
- C. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- D. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- E. Determine the adequacy of the work force;
- F. Determine the overall mission of the employer as a unit of government;
- G. Effectively manage the work force;
- H. Take action to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the Union prior to implementation.

ARTICLE 3 **SAVINGS CLAUSE**

Section 1

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, existing or promulgated in the future, or by any tribunal of competent jurisdiction, such an invalidation of such part or provisions shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

Section 2

The agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral.

The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which could have been collectively bargained but was excluded in this Agreement. It is further agreed that the Board and the Association have no obligation to bargain collectively during the term of this Agreement unless mutually agreed upon by the Board and the Association or said bargaining is requested by the Board in accordance with the implementation of management rights pursuant to Article 2, Section 4.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 1 - Grievance Policy

The Lebanon City Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee because of initiating or participating in the grievance procedure.

Section 2 - Grievance Defined

A grievance is defined as a complaint involving the alleged violation, interpretation or application of a provision of the negotiated labor agreement.

Section 3 - Party in Grievance

The lodging of any grievance shall be the right of either the individual employee or the Union.

Section 4 - Grievance Process

Step One

Any employee or Union having a grievance shall first discuss such grievance with his/her appropriate immediate supervisor.

Step Two

If the discussion does not resolve the grievance to the satisfaction, the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or immediate supervisor designated by the Superintendent.

Such grievance must be filed within fifteen (15) working days following the occurrence of the alleged act unless timely filing is prohibited because of sickness, vacation, leave of absence or other unavoidable emergency conditions. If grievance occurs during "Break of Employment", said fifteen (15) working days will begin when first awareness of complaint, or first day of re-employment, whichever is sooner.

The written grievance shall be on an OAPSE grievance form (Appendix B) and shall contain a concise statement of the facts upon which the grievance is based and, if applicable, a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing before the building principal or immediate supervisor designated by the Superintendent. Such hearing shall be conducted within ten (10) working days after the receipt of such request. The aggrieved employee shall be advised in writing, when practical, of the time, place and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of the Union.

The building principal or immediate supervisor designated by the Superintendent, shall take action on the written grievance within ten (10) working days after the receipt of said grievance, or if a hearing is requested within five (5) working days after conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the employee and the Superintendent or his designated representative.

Step Three

If the action taken by the building principal or immediate supervisor designated by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) working days from receipt of the written memorandum of the principal's or

immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal.

Upon request, a hearing shall be conducted by the Superintendent or his designated representative within ten (10) working days after the receipt of the request. The aggrieved employee shall have the right to be represented at such hearing by counsel or by a representative of the Union. The Superintendent or his designated representative shall take action on the appeal of the grievance within ten (10) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the building principal or immediate supervisor designated by the Superintendent.

Step Four: Grievance Mediation

If the action taken by the Superintendent or his/her designated representative does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to mediation and/or arbitration. The notice of mediation and or arbitration shall be sent to the Superintendent or his/her designated representative and a copy filed with the Treasurer of the Board of Education. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of any right of further appeal. Prior to proceeding to arbitration, mediation must occur, and be completed unless the Board and the Association mutually agree to waive mediation. The mediation step will be in effect prior to arbitration. The Association and the Board shall mutually agree to share any mediator's charge and administrator expenses equally. The parties shall use the Federal Mediation and Conciliation Service for the mediation of said grievances.

Step Five

If the grievant is not satisfied with the suggestion for resolving the grievance received in Step 4 (mediation), either party may proceed to arbitration.

The parties shall mutually agree to use the following three arbitrators:

1. Robert Stein
2. Frank Keenan

Assignment of grievances shall be made on a continuous rotating basis among the three above-mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall meet to mutually agree on a replacement.

With the exception of selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules.

The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.

The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.

The arbitrator has the authority to determine arbitrability if such an issue exists. The board must raise the issue of arbitrability fifteen (15) workdays after receiving notice from the association of its intent to proceed to arbitration. Such notice shall include a motion of supporting memorandum submitted to both the association and the arbitrator. The association shall have fifteen (15) workdays in which to file a response to the board's memorandum to both the board and the arbitrator. The arbitrator shall make a ruling on the arbitrability issue prior to scheduling the grievance hearing.

The arbitrator shall have the power to subpoena witnesses and documents.

No later than ten (10) workdays prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the board and the association at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclose prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.

The ruling of the arbitrator shall be binding.

Arbitrator's expenses and fees shall be paid by the unsuccessful party in the arbitration proceeding. However, the arbitrator shall also have the authority to prorate the arbitration expenses and fees between the parties based upon his discretion. In the event the Association should choose to unilaterally withdraw the grievance arbitration request without mutual agreement between the Board and the Association as to resolution of the grievance, the Association shall be responsible for all arbitration costs incurred as of the date of the withdrawal.

ARTICLE 5
LAYOFF AND RECALL

Section 1

In the event that layoffs become necessary, the employee with the least seniority in the classification(s) determined to be affected by layoff, shall be laid off first. Layoff classifications shall be as follows: special education assistants, teacher assistants, cooks, custodians, maintenance, clinic nurses, groundskeeper, and secretaries. Notice of layoff will either be delivered personally or through the mail to the affected employee's residence.

When employees are to be recalled, the first to be recalled shall be those last laid off, provided that such employees recalled are capable of doing the work then available. Head custodians and head cook may only be displaced by a more senior head custodian or head cook in the event of layoff. However, a head custodian or head cook may displace a less senior employee within the employee's same classification.

Section 2

Laid off employees shall have recall rights for a period of two (2) complete years from the date of layoff, or for a period equal to their length of service with the Employer, whichever period is shorter; such rights may be waived, without prejudice by the employee, for two (2) times. An employee who waives these recall rights two (2) times shall be removed from the list.

For the purpose of this Article, seniority shall be defined as an employee's total length of service with the Board from said employee's original date of hire. Continuous service is not affected by a Board approved leave of absence.

Section 3

For the classification in which the layoff occurs, the Board of Education shall prepare a reinstatement list and the names of all employees shall be placed on the reinstatement list in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.

Section 4

If a special education assistant's position is eliminated at any time during the course of the school year, the employee will be assigned a temporary transfer to an open position within the same classification, until the end of the school year.

If the special education assistant's position is eliminated during the school year, and another position within the same classification is not available, the employee will be

assigned interim duties (similar to others in the same classification) until the end of the current school year or until another position within the classification becomes available.

There will be an Annual Assignment/Building Bid Meeting following the end of each school year. The Pupil Personnel Director will determine staffing needs in individual buildings. The Human Resource Director, Pupil Personnel Director, and OAPSE Representative shall meet and review positions for next school year and a list of positions by buildings will be used.

At the Annual Assignment/Building Bid Meeting, the buildings and number of positions will be listed. Special Education Assistants will pick their building assignment based on seniority. Case manager and/or Pupil Personnel Director will meet with assistants at individual buildings by early August. They will place assistants for the school year. Assistants will be asked for their preference of specific assignment, yet the Administrator will have the final say as to which assignment, within that building, the assistant is placed. In the event a position needs to be eliminated during the school year, the least senior special education assistant within that building will be the one reassigned. Many students will need one-on-one assistance and they will have a primary assistant and other assistants will assist as needed. The Board will post any vacant or new positions sometime after the bid meeting for any other employee or outside persons interested.

ARTICLE 6 **OVERTIME**

Section 1

One and one-half (1½) times the employee's regular straight time hourly rate (including the shift differential for employees working other than the day shift) shall be paid for:

- A. All time worked in excess of eight (8) hours in one work day, including any early reporting required by the Employer.
- B. Hours worked in excess of forty (40) hours in one work week.
- C. When cafeteria employees step up because of an absence, any employees that step up will step up by seniority with the most time going to the most senior employee and soon.
- D. When other extra hours are available, they will be rotated by seniority.
- E. When extracurricular functions (i.e., banquets, athletic events, open house, carnivals, rental of facilities, etc.) occur, a custodian will be on hand

specifically for that event, except smaller events in which the building principal would be responsible for supervising the activity.

- F. In the event the custodian on the next shift or day is assigned to clean or restore the area of the activity, that custodian will be paid time and one-half for the time spent as a result of this extra duty. Custodians will not be held accountable when a decision is made to not assign extra work to the custodian.
- G. During a school sponsored athletic event or banquet scheduled on a regularly scheduled school day; it will not be required to bring in a custodian specifically for the event. However, if extra time is required for setup or cleanup above scheduled working hours, the Board agrees to pay the extra time required.
- H. In the event the kitchen appliances are used, a cafeteria worker shall be brought in. Existing policy of one and one-half (1½) times shall apply for banquets and special events.
- I. The Employer will rotate and equalize opportunities among qualified full time employees in the building who normally perform the work that is being assigned for overtime. The Employees agree to post and maintain overtime rosters. Said rosters shall be posted on appropriate bulletin boards in each facility and will include a list of overtime hours worked and refused, with overtime offered to the employees within the building who, on the roster, have the fewest aggregate hours worked and refused among those in the work unit who are qualified to perform the work being assigned. An employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused.
- J. It is the intention of the parties that opportunities to work overtime shall be distributed as equally as possible among the employees in the job classification and within the building. In the event all employees in a given classification, within the building decline the overtime, the overtime will be offered to all other employees within the job classification on a rotating basis starting in order of district seniority.

When there are inequities in the distribution of overtime, the Employer will be given the right to correct the error at the earliest opportunity.

ARTICLE 7
CALL IN AND REPORTING PAY/WORK DAY

Section 1 - Call-In Pay

Any employee who accepts a request by his/her appropriate supervisor to work during hours outside the regularly scheduled straight time hours on the day in question, which hours are not immediately before or after the; employees' regularly scheduled work day, will receive a minimum of two (2) hours pay at the applicable hourly rate.

Section 2 - Reporting Pay

Any employee who reports for work at his/her scheduled starting time on any regularly scheduled day or for previously scheduled overtime shall receive a minimum of two (2) hours pay for each such incident; at the applicable rate, where the Employer cannot provide work for the employee.

Section 3 - Payment for Meetings

Any employee required by his/her supervisor to report to any meeting scheduled outside the employee's regular work hours will be reimbursed for such time at his/her regular hourly rate of pay.

Section 4 - Call off Pay

When an employee is scheduled for work and the event is canceled, the employee shall be given at least 2 hours prior notice of cancellation. In the event the employee receives less than 2 hours' notice of cancellation, the employee shall be entitled to compensation of 2 hours' pay at the applicable rate of pay.

Section 5 – Early Release Days

Special Education Assistants and Media Assistant shall be released from work on early release days and will not receive pay for this hour on each early release day. However, the loss of one hour pay on each early release day shall not impact the Special Education Assistants' or Media Assistants' eligibility for benefits based on scheduled work hours.

Section 6

Effective July 1, 2011, ten (10) work days shall be eliminated for summer secretaries.

ARTICLE 8
PERSONAL BUSINESS DAYS

Section 1

The Board authorizes personal leave with pay, not to exceed three (3) days in any contract year to be non-accumulative, for each employee when the conditions as set forth in this section have been met and when approved in writing by the Superintendent of Schools. Three (3) days shall be unrestricted throughout the year except in the months of April, May and June when the employee must take leave in accordance with Section "2". (See attached form in Addendum "D").

Anyone employed between January 1 and March 31 is entitled to one (1) day for personal purposes.

Section 2

Personal leave shall be granted:

1. Personal leave absence shall not be deducted from the number of days of sick leave accumulated by the employee.
2. No personal leave, other than emergencies, which will unduly hamper or interrupt the functioning of the schools, shall be approved.
3. Personal leave will not be granted for less than one-half (1/2) day.
4. Four days minimum notice for Personal Leave on non-emergencies is to be given by the Employee. Employer approves or denies by 10:00 AM the day before or it is considered approved.
5. If a leave is of an emergency nature, THE ADVANCE REQUEST IS WAIVED; HOWEVER, the request form will be completed within three (3) days after the employee's return to work and submitted through the regular channels in order for the employee to receive reimbursement for the time off duty.

Section 3

A "Request for Personal Leave" form must be properly completed and submitted for the request to be given consideration.

Personal leave will not be granted for the following, except at the discretion of the Superintendent:

1. Days on which a regularly scheduled district meeting or in-service has been scheduled.
2. The day immediately following or preceding a holiday or vacation, or on the first or last day of the school year.
3. Vacation or recreation or accompanying a spouse on a business trip. (Unrestricted days may be used for this item, except during the months of April, May, and June.)

Special leave without pay may be requested on any workday.

In peculiar emergency or personal hardship situations the Superintendent may, at his/her discretion, extend the number of days of absence without loss of pay beyond the three (3) days of personal leave. However, each case of extension of personal leave must be approved by action of the Board before payment of salary for the days of absence can be made.

The smooth and proper operation of a policy of this nature requires the full cooperation, in a professional and ethical manner, of all parties concerned. The classified personnel are expected to do all in their power to serve as a self-policing agency to prevent abuse of the policy by individual members. The Board may withdraw personal leave privileges from a member who has been found to have abused the privilege or take other disciplinary action pursuant to law.

Any unused personal leave days credited to an employee from the previous school year (July 1 - June 30) shall be credited to the employee's sick leave accumulation.

ARTICLE 9 **SICK LEAVE**

Section 1

Sick Leave accrues at the rate of 1¼ days per month or 15 days per year. Employees may draw against sick leave allowance for illness, injury or death in the immediate family. Sick leave is accumulative up to a maximum of 215 days.

Employees are entitled to full salary for sick leave absences as specified below:

- A. For absence due to personal illness, pregnancy-related illness or condition, recovery from injury, exposure to contagious disease which can be communicated to other employees or to students, and to illness, injury or death in the employee's immediate family.

- B. The immediate family shall be defined as the employee's mother, father, husband, wife, child (including step or foster parent or child), grandchild(ren), brother, sister or other permanent resident of the employee's household.
- C. In the case of death or serious illness in addition to those persons listed above, immediate family shall be defined as the employee's mother-in-law, father-in-law, uncle and aunt. One day of sick leave shall be allowed in this case unless more days are granted by the immediate supervisor.

Sick leave will not be granted for less than one-quarter ($\frac{1}{4}$) day.

Any employee who utilizes sick leave for more than three (3) consecutive days or utilizes sick leave for more than ten (10) occurrences in work year a year shall be required to submit, upon request from the Superintendent and/or his/her designee, a physician's medical statement verifying the employee's illness and his/her inability to perform his/her job duties. The work year shall be defined as July 1st through June 30th.

Whenever possible, employees will schedule all of their doctor, dental, and legal appointments outside the employee's regular working hours. Exceptions shall be made to this provision for emergency situations, and medical specialist's appointments.

ARTICLE 10

FAMILY MEDICAL LEAVE

The Lebanon Board of Education will provide twelve (12) weeks of unpaid annual leave to classified employees who have worked for the employer one (1) year and for twelve hundred fifty (1250) hours over the previous twelve (12) months for the following reasons:

- A. To care for the employee's child after the birth, or placement for adoption or foster care; or
- B. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- C. For a serious health condition that makes the employee unable to perform the employee's job.

The following requirements must be met:

1. An application for Unpaid Leave must be completed fifteen (15) days in advance when leave is foreseeable;

2. Medical Certification is required to support the leave request and a Fitness for Duty report is required to return to work.

For the duration of the Family Medical Leave, the employee's health coverage will be maintained under the health insurance plan, under the same conditions as other employees in the same classification and hours worked as stated in the Collective Bargaining Agreement. FMLA leave shall run concurrent with any other leave provided for under this Agreement for which the FMLA leave qualifies, i.e. sick leave.

ARTICLE 11

ABSENTEEISM DISCIPLINE PROCEDURES

Section 1

If an employee is absent for more than six (6) "occurrences" in a work year, beginning with the sixth occurrence, the following discipline may be administered at the superintendent's discretion:

1. 6th occurrence, employee receives verbal reprimand.
2. 7th occurrence, employee receives written reprimand.
3. 8th occurrence, employee receives one (1) day suspension without pay.
4. 9th occurrence, employee receives two (2) day suspension without pay.
5. 10th occurrence, employee receives three (3) days suspension without Pay.
6. After the 11th occurrence, the Board may consider additional suspensions up to and including termination.

Definition of "Occurrence": An occurrence shall be defined as an absence from work for more than one-half (1/2) of the work day. If the absence is less than one-half (1/2) of a work day, the employee will be charged with a one-half (1/2) of an occurrence. Consecutive days absent from work as a result of illness or injury will count as a single occurrence. Follow-up professional medical care for the same illness/injury and/or condition shall be considered as the same occurrence provided the employee provides medical verification in writing of the need for the treatment/follow-up care and the treatment or follow-up care's relation to the prior illness, injury or procedure. The following are not considered occurrences:

1. Vacation

2. Personal leave for reasons other than illness
3. Compensatory days
4. Bereavement leave
5. As determined by Superintendent or Designee.

The work year will be defined to be July 1st through June 30th for the purpose of this provision. Each July 1st all employees shall start a new zero occurrences balance and discipline shall start at the beginning of the progression table. However, any employee who receives a suspension or greater related to the absenteeism discipline procedures contained herein, shall begin the next work year with a balance of three (3) occurrences.

All disciplinary procedures related to this provision shall supersede the procedures and due process requirements prescribed by Ohio law. An employee may appeal discipline under this provision only through the Grievance process provided in Article 4. Any employee disciplined under this provision shall be given the right to an informal hearing with the superintendent or his/her designee at least twenty-four (24) hours prior to receiving a reprimand, suspension or termination. At such meeting the employee may provide written notice and/or documentation as to their illnesses and the purpose or the reason for the use of prior sick leave.

The Board reserves the right to accelerate disciplinary measures when an employee fraudulently reports the use of sick leave.

ARTICLE 12 PROMOTIONS AND TRANSFERS

Section 1

When the Employer determines a vacancy exists, the bidding procedure as described herein shall apply to give incumbent employees first consideration when filling said vacancies.

Section 2

For the purpose of this article seniority shall be defined as total length of service in a permanent position or succession of positions within the employ of the Employer. Continuous service shall not be interrupted if: (1) the employee was on approved leave of absence; or (2) the employee is reemployed within one (1) year from the date of layoff. All other breaks in service of employment shall constitute interruptions in continuous service.

Seniority as defined herein shall be used for all seniority applications contained in this Agreement except when seniority is otherwise defined for specific applications in individual sections of an article of this Agreement

When an employee works as a substitute and is subsequently employed, the date of hire as a substitute will be utilized for tie breaking purposes if the date of permanent employment is identical. If tie remains, then seniority will be determined by lot drawing with H.R. Director, OAPSE Representative and employees in attendance. This shall not change the date of seniority for current employees.

Section 3

When a vacancy has been determined to exist in a position in the bargaining unit, the Employer shall post a notice indicating the position vacant. The posted vacancy shall describe the experience, specifications, abilities, skills, duties and qualifications for the vacant position. The position vacancy shall remain posted for a period of four (4) working days.

Section 4

In considering any individual for an established vacancy, the Employer will consider but not be limited to the following: skills, aptitude, education, experience, physical fitness, training, efficiency and performance. Seniority as defined herein shall be the determining factor in filling the vacancy when the aforementioned factors are relatively equal in the opinion of the Employer. In any event, the Employer shall always select the most qualified applicant. Any current employee of the Board bidding for a vacancy in which the employee is qualified, shall be entitled to an interview.

Section 5

Employees presently holding similar classifications as that posted will be permitted to bid on the same for lateral transfer. The senior employee bidding who holds a similar classification and who has the ability to perform the duties of the job posted shall be first considered by the Employer when filling the vacant position. When transferring on promotional jobs, Employees will be placed on the step of the new pay scale that reflects no decrease in pay. A promotional job is a job that has a greater pay schedule or greater responsibilities. If the Board intends to hire a person for a vacancy in a classification and the person the Board intends to hire has the greatest seniority within that classification, then the pre-selection interview process required under Section 4 may be waived by the Board and the employee with the greatest seniority who has applied for the job may be voluntarily transferred into the vacant position.

Section 6 - Trial Period

Employees awarded a position through the bid process may return to their former position after three (3) days of working the new position, in the new position.

Section 7 - Extended Absence

In the event a Head Custodian, Head Cook, or Assistant Cook has extended consecutive absences of more than three (3) regularly scheduled work days, the person or persons who replace(s) this position shall be paid head wages at the step of the replacement on the salary schedule for as long as the person is off work; Replacement days of less than five will be paid once a month.

Section 8 - Placement on the Salary Schedule

The Superintendent may, in the exercise of his/her sole discretion, grant up to ten (10) full years of service credit, for salary placement purposes, to any new employee based upon their prior work experience in performing the same or similar type of work as would be performed for the Lebanon City Schools.

ARTICLE 13 RIGHTS OF EMPLOYEES AND ASSOCIATION

Section 1

Rights of Employees and Association

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

The employee agrees that no more than two (2) non-employee officials and/or representatives or other fully accredited representatives of the Union shall be admitted to the employee's premises during working hours. Such visitation shall be for the purpose of fulfilling those duties of such representatives authorized by the grievance procedure of Article 4 and/or the enforcement and administration of the negotiated labor agreements.

The Union agrees that the activity shall not interfere with the normal work duties of the employees. The employer reserves the right to designate a meeting place for operation requirements does not permit unlimited access to the work location. Every effort will be made to schedule such visitation during working hours. The Union representative will report to the building office before conducting business in any building. This provision is subject to revocation by the Board upon abuse.

Section 2

Copies of Board agenda and minutes and any addendum shall be made available to the Association Chapter President or his or her designee. Copies (one per building) of Board minutes shall be sent to each building and labeled "Classified Personnel Copy." The Board will furnish the local president with one copy of Board policies and updates at no cost to Union.

Section 3

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

Section 4

In accordance with the Board's facility use policy, the Union and its representatives shall have the right to use Board buildings prior to or at the conclusion of the normal employee work day. No charge will be made for the use of the instruction rooms. Use of building shall not conflict with other scheduled events. Approval for use of the building will not be unreasonable withheld.

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

The Board will provide a copy of this agreement to all bargaining unit members to their school mailboxes within thirty (30) calendar days if the agreement is signed by the parties hereto at the time of hire of all new classified employees. The Board and Union will further agree on the amount of copies of the collective bargaining agreement to be printed and will equally split the cost of said printing.

Section 5

Association Leave

Duly elected Union delegates or alternates to the annual conventions of the Union or duly elected State Executive Board Members who are in the bargaining unit; shall be granted time off with pay for the purpose of participating in such conventions and scheduled Executive Board meetings, but such time off shall not exceed a total of twelve (12) days for the entire bargaining unit per school year.

Two employees from each classification shall be permitted to attend OAPSE sponsored workshops once a year with one day's pay.

Whenever possible, the Union shall give the Employer at least fifteen (15) calendar days advance written notice of the Employee(s) who will be attending such convention and meetings as herein provided. Such Employee shall be granted this leave when said fifteen (15) calendar days notice is given. Less than fifteen (15) days notice shall make the Employee's leave contingent upon the availability of a substitute.

ARTICLE 14

APPLICATION AND INTERPRETATION

OF WORK RULES, POLICIES AND DIRECTIVES

Section 1

Work rules as defined in this Section shall be those written policies, procedures and directives which regulate conduct of employees in the performance of the Employer's service and programs. The Union and its members waive none of its rights to challenge the reasonableness and the interpretation of any work rules,

Section 2

The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the unilateral right to promulgate reasonable work rules.

Section 3

The parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice of the conduct expected of them by the Employer and by their fellow workers. The parties further understand that it is to the interest of the Employer to protect the rights and well-being of all employees of the Employer, while not unduly restricting the individual rights of any employee. The parties further recognize that the

employees have a responsibility to the Employer to carry out all duties assigned to them by the Employer in an efficient and expeditious manner.

Therefore, the Employer shall continue to promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the Employer's programs, and the employees will continue to carry out their work assignments as efficiently and expeditiously as possible.

Section 4

It is the Employers intention that work rules, policies and directives are to be interpreted and applied uniformly to all employees under similar circumstances.

ARTICLE 15 **BUILDING REPRESENTATIVES**

Section 1

Local building representatives, one per building, will be designated by the Union. A list will be made available to the Superintendent no later than October 15, each school year indicating the name and phone number of each building representative.

Section 2

A Grievance Committee will be designated by the Union consisting of one (1) Union member per classification. The Grievance Committee member shall be permitted a reasonable amount of time to investigate grievances provided in Article 4. A list will be made available to the Superintendent no later than October 15, each school year indicating the name and phone number of each Grievance Committee members.

Section 3

The Building/Grievance Committee representative shall contact his/her supervisor prior to leaving his/her work location, stating the nature of the need to leave the work location, destination and the approximate length of his/her stay. Permission will be granted where no emergency situation exists requiring his/her presence at the assigned work location. It is expected that this privilege will not be abused by the employee representative and that the approval will not be unreasonably withheld. The Building/Grievance Committee representative will notify his/her supervisor upon his/her return to the work area. In any event, the job assignment shall be accomplished and shall not result in overtime due to the Building/Grievance Committee representatives spending time to investigate grievances and/or meet with employees regarding Union matters.

ARTICLE 16
HOLIDAYS

Section 1

The following days shall be recognized and observed as paid holidays:

9 & 10 Month
Employees

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

Groundskeepers

Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day

11 & 12 Month
Employees

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday (1/2 day)
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day

Section 2

When it is necessary to call regular employees to work on holidays for the performance of work, such employee shall be paid for the holiday (see section 1) plus for all hours actually worked computed at two (2) times his/her rate of pay. This section applies to whether an employee works on the actual holiday or the day the holiday is being observed.

Section 3

If a holiday is observed while such employee is on sick leave, annual or other paid leave status, he/she will receive the holiday pay and the day will not be charged against sick, annual or other paid leave credits. If an employee is on an unpaid leave status when a holiday is observed, the employee shall not be compensated.

Section 4

When payday falls on a holiday, checks will be issued the last work day before said holiday.

ARTICLE 17
VACATIONS

Section 1

All eligible employees shall receive vacation leave with pay in the following manner upon each employee's anniversary date:

<u>Years of Service</u>	<u>Vacation Leave</u>
1-7	2 Weeks
8-14	3 Weeks
15-24	4 Weeks
25 and over	5 Weeks

Section 2

Vacation pay shall be paid at the employee's regular straight time rate, exclusive of all premiums and differential pay. Employees on unpaid leave status shall not accrue vacation while serving on unpaid leave status.

Section 3

If an employee is terminated (voluntarily or involuntarily) prior to taking his/her vacation, he/she shall receive the prorated portion of any fully earned unused vacation leave at the time of separation.

Section 4

Arrangements for vacations must be made with regard to the necessity of continuous working conditions in order that, in the judgment of the authority, a sufficient number of employees will be available at all times to cover the various classes of work. The Board will allow employees to take vacation as it is earned except for 2 weeks prior to school starting (Aug./Sept.), and 1 week after school ends (May/June) Requests for vacation leave must be submitted at least 14 days prior to the start of the leave. Vacation shall be picked according to an employee's seniority within the building/department he/she is employed.

Section 5

Vacation shall be accrued at the end of each month as follows:

- | | | | |
|----|-------------|---|---------------------|
| 1. | Two weeks | = | .83 days per month |
| 1. | Three weeks | = | 1.25 days per month |
| 2. | Four weeks | = | 1.67 days per month |
| 3. | Five weeks | = | 2.09 days per month |

ARTICLE 18 **DUES DEDUCTION**

The Board agrees to deduct the Union dues, State and Local from the pay of the employees requesting that such deductions be made, on a continuing basis.

OAPSE State dues will be deducted in equal deductions, twice each month.

OAPSE Local #511 dues for each school year shall be deducted in one lump sum from the first pay each October. The OAPSE Local #511 Treasurer will submit to the Board Treasurer by September 15th each year, a list of the Members and the amount of the local dues payable for the school year. A separate check for the Local dues will be submitted to the OAPSE State Office by the Board Treasurer.

Dues deduction authorization cards may be submitted at any time and shall be effective with the first deduction following a two week period for processing of the deduction authorization.

Dues shall be submitted to the State Treasurer monthly with a list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the Local Treasurer.

The Union agrees to indemnify and save the Board harmless against any and all claims that may arise Out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Union to The Board.

Each employee covered by this agreement who fails voluntarily to acquire or maintain membership in the Union shall be required, as a condition of employment, on the effective date of this agreement, to pay to the Union a fair share fee, which shall not exceed the dues paid by members of the Union who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to non-religious

charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Union State Treasurer, written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would non-payment of Union dues under the Agreement.

In the event the laws of Ohio governing union security are changed during the term of this agreement to permit other forms of union security, the employer agrees to meet with the Union, upon its request, for the purpose of negotiating a new union security provision to be incorporated in this Agreement.

Union dues and fair share fees, beginning with the last pay period in September shall be deducted in either eighteen (18) and/or twenty-four (24) equal installments.

Membership shall be irrevocable for periods of one year, except that membership may be withdrawn during a period of ten (10) days each year ending August 31.

The amount of fair share fees may be changed upon presentation of new amounts by the OAPSE State Treasurer.

The Union agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or are in any way related to the deduction of dues pursuant to Section 9.41 of the Ohio Revised Code.

People Deduction

Payroll Deduction of People Deduction. The Board agrees to deduct from the wages of any employee who is a member of the Union, a People Deduction as provided for in a written authorization. Such authorization must be executed by the employee. The employee may only revoke his/her authorization between August 22 through August 31 of each year during the term of this contract by giving written notice to both the Board and the Union.

Transmittal of Deductions. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such People Deductions were made, the period covered, and the amounts deducted for each.

ARTICLE 19
SALARY AND WAGES

There shall be no increase (0.0%) on base salary for the 2011/2012, 2012/2013, 2013/2014 contract years. Employees shall be paid in accordance with the attached Salary Schedule.

Employees shall not advance horizontally on the salary schedule for the 2011/2012, 2012/2013 or 2013/2014 contract years. For example, an employee on Step 3 of the Salary Schedule in 2010/2011 shall remain at Step 3 for the three (3) years of this Agreement. At the expiration of this Agreement on June 30, 2014, the Salary Schedule shall apply; however, for the purposes of the above example, said employee shall be placed on Step 4.

ARTICLE 20
CLASSIFIED FRINGE BENEFITS

Section 1 - Insurance Benefits

The Board of Education shall pay 80% of premium and the employee shall pay 20% of premium for family and single hospital, surgical, and dental insurance.

An Insurance Committee shall be formed whose purpose shall include, but not be limited to, a review of the current insurance consultant, coverage and carriers, a review of the financial status of the plan, premium rates, usage of the plan/claim history and the administration of the plan.

The committee shall meet quarterly or upon the written request of either the Superintendent or the Association President.

The committee shall consist of at least three (3) OAPSE members, at least one (1) Board member, up to five (5) Lebanon Education Association members, the Treasurer, the Superintendent or his/her designee, and up to three (3) community members mutually appointed by the Association and the Board. The community members shall serve as *ad hoc* members of the committee. Either the Association or the Board may request that a representative of its choice attend committee meetings provided advanced notice is made to the other party.

Committee chairperson will be elected annually by the members of the committee.

Specification of health insurance coverage will continue as in effect on the initial date of his master contract. Different coverage in the current plan(s), including the addition of vision insurance, may be made during the term of this contract provided that the insurance

committee, as described above, has reviewed options and made recommendations to the Board and the Association. Any alterations from the current coverage will require approval from the Board and the Association membership prior to implementation.

If during the term of this agreement, the parties approve different health insurance coverage that results in a reduction in monthly premiums and/or a savings to the overall financial cost of the health insurance plans, the parties agree to open negotiations for discussions on the amount of premium payments shared by the Board and the employee. Such discussions shall not be submitted to Article 22 -Negotiations Procedure.

Section 2 - Insurance Benefits

A. Any employee hired after December 31, 1983 and prior to July 1, 2005, the following applies:

7.0 - 8 Hours a day - Board pays 80% and employee pays 20% of premiums.

4.0 - 6.9 Hours a day - Board pays 70% and employee pays 30% of premiums.

0.0 - 3.9 Hours a day - Board pays 40% and employee pays 60% of premiums.

B. Any employee hired after July 1, 2005, the following applies:

7.0 – 8.0 hours a day - Board pays 80% and employee pays 20% of premiums.

4.0 - 6.9 hours a day - Board pays 70% and employee pays 30% of premiums.

Any employee who works less than four (4) hours a day shall be eligible for Board-provided insurance at one hundred percent (100%) employee premium cost.

0.0 – 3.9 hours a day – Board pays 0.0% and employee pays 100% of premiums.

Employees working nine (9) months or less will have fringes and dues deducted over nine (9) months.

C. Any employee of the Board employed prior to June 1, 2004 and currently receiving the benefit of the District's past practice related to spousal premium

payment, (i.e. 0% of the employee contribution for married spouses if both married spouses are working for the District), will continue to receive the benefit of this management practice of the Board. However, effective June 1, 2004, any employee not currently receiving a spousal premium arrangement, as described herein, will not be eligible to receive said spousal premium arrangement and the employees will be required to pay the premium as per any other employee in the same job position, classification and/or employment status.

Any employee employed by the Board prior to June 1, 2004 shall be held harmless in the total amount of out-of-pocket expenses for prescription medication up to \$800.00 per year.

The Board shall maintain current health and dental co-payment insurance premium levels for those food service employees who are employed by the Board as of March 1, 2004 and receive a reduction in the number of work hours which would result in a lesser level of fringe benefit participation. The maintenance of the co-payment insurance premium levels for those food service employees shall remain in existence during the employees' continued employment in the food service department with the Lebanon City School District Board of Education. In the event any employee "grand-fathered" under this agreement would voluntarily accept less hours than which was assigned for the 2004-2005 school year, resigns, or voluntarily changes positions to another classification other than food service while employed with the Board, the employee's level of participation and all fringe benefits, including health and dental, shall be determined in accordance with the negotiated agreement or past Board practice.

- D. Food service employees shall have the right to purchase school lunches at the same price the Board charges the students in their building.
- E. The Board will pay the costs of the BCI and FBI criminal background checks for all bargaining unit members covered under Article 2- Recognition. However, the Board has agreed to pay one (1) time per every four (4) years for the Aide classification. If an Aide opts to renew their license on a yearly basis, the Board will pay the cost of the criminal background checks once per a five (5) year span.

In the event that Ohio law requires an employee to obtain a certificate for less than the above paragraph, the Board agrees to pay for the B.C.I. and F.B.I. criminal background checks, as required.

ARTICLE 21
PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 1 - Negotiating Teams

The Board, or the designated representative(s) of the Board, will meet with representatives designated by the Union for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Union's negotiating team will be limited to six (6) members each. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations. Each bargaining team may have one (1) additional field representative and/or Board represented negotiator. Each bargaining team will identify a chief spokesman at the commencement of negotiations and/or first discussion of each particular issues involved in negotiations.

Section 2 - Consultants. Clerical Assistance

Consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Consultants will not be permitted to enter into discussion unless both parties agree to permit them to address the teams.

The expense of such consultants shall be borne by the party requesting or hiring them.

Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Union.

Section 3 - Exchange of Information

Prior to and during the period of negotiations, or impasse provision, the Board and the Union agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

Section 4 - Request for Meeting

Upon written request for a meeting, either party will, within ten (10) working days reply to the request. A meeting shall be agreed to within thirty (30) working days of such request. Such request shall be made no more than one hundred twenty (120) days prior to contract termination date. At that time, the party proposing negotiating session or agreement will be provided and served with a copy of this contract and a notice to negotiate. The party shall also advise SERB of the alternate dispute resolution procedures set forth herein.

Section 5 - Submission of Issues

All issues for negotiations by the Union shall be submitted in writing at the first meeting and the Board shall submit in writing to the Union all of its issues for negotiations no later than the second meeting. With the commencement of the fourth bargaining session, no additional issues may be submitted by either party following the designated meeting unless agreed to by both parties in writing. This shall not preclude either party from making counter offers/proposals during negotiations. Upon mutual agreement of the parties, the parties may exchange proposals at an agreed-upon day prior to the first negotiation session.

Section 6 - Negotiation Procedures

The parties shall meet at places and times 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.

Section 7 - Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, within which to caucus in privacy.

Section 8 - Progress Reports

During negotiations interim reports may be made to the Union by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

Section 9 - News Releases

News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement as to when and content of the release. Upon impasse, either party may fully discuss issues with the media and provide news releases to the media.

Section 10 - Protocol

No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

Section 11 - Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

Section 12 - Agreement

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript if the agreement is then in proper form; it shall be submitted to the Union and the Board for ratification and adoption. When adopted by the Board, the agreement shall become part of the official Board minutes and binding on both parties. Said agreement shall be signed by the Board's representative and by the Union's representative.

Section 13 - Intent to Recommend

Prior to the negotiated agreement being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

Section 14 - Impasse Procedure

If after the new successor labor agreement is not reached by ninety (90) days after the expiration of the current agreement, and/or a re-opener, either party may request the Federal Mediation and Conciliation Service (hereinafter "FMCS") provide a mediator to assist the parties. The negotiating procedures set forth in this Article supersedes and takes precedent over any inconsistent timing and procedures set forth in this Section 4117.14 of the Ohio Revised Code, which statutory time and procedures are hereby mutually waived.

This mediation constitutes the parties mutually agreed upon final and exclusive dispute resolution procedure and shall operate in lieu of any and all other settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article is not to be diminished or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted, and the collective bargaining agreement has expired, provided that the Union has given the Board of Education and SERB a ten (10) day written notice of the intent to strike.

The assigned mediator shall have full authority to call and conduct meetings to reach an agreement. The mediator shall not have the authority to bind either party to an agreement but may make recommendations.

ARTICLE 22
LIFE INSURANCE

The Board of Education shall provide term life insurance on each employee covered by this agreement in the amount of \$40,000.00. When an employee reaches the age of seventy (70), the life insurance benefit provided hereunder shall be reduced to \$20,000.00.

ARTICLE 23
UNIFORM ALLOWANCE

The Board of Education shall pay the sum of \$175.00 per year to cafeteria employees as a uniform allowance by mid-October. Cafeteria personnel will be required to wear uniform slacks or dresses.

Custodians and maintenance personnel shall receive five (5) uniform changes per week.

ARTICLE 24
PHYSICAL EXAMINATIONS

The Board of Education provides a fully paid physical examination, by a Board approved physician or the Board will reimburse employees for cost incurred by personal physician to perform physicals, not to exceed \$60.00. This section applies only to those required to obtain physicals.

ARTICLE 25
TOOL REPLACEMENT

The Board shall replace broken tools used by maintenance, custodian and groundskeeper employees during the course of their employment. To be eligible for reimbursement, the employee must submit the broken tool to the director of business operations with an explanation of the cause of breakage.

ARTICLE 26
EMPLOYEE FILES

Employee files shall be kept confidential and shall only be disclosed in accordance with applicable state and federal laws.

Letters, memoranda, or evaluations shall be initialed and dated by the administration upon receipt and prior to being placed in a bargaining member's personnel file.

Documentation regarding an employee's grievance or an Association's grievance, or the employee's participation in the grievance process, will not be maintained in an employee's district personnel files.

In the event an employee disagrees with material found in the employee's file, the employee may place a written rebuttal statement in his/her file with reference to said material.

Verbal and written reprimands shall be removed from employee's files after three (3) years of issuance at the request of the employee, provided no further discipline has been issued for same or similar offense. However, any documentation of verbal and/or written reprimands concerning sexual harassment or similar conduct, and/or inappropriate relationships or communications with students shall remain as a permanent document in the employee's file and shall not be removed upon request.

ARTICLE 27 **SEVERANCE PAY**

A classified employee who is eligible to receive retirement benefits and who upon leaving the employment of the district retires and will receive benefits from the school Employees Retirement System, State of Ohio, shall receive a severance pay in the following manner:

The Board will compensate retirees for one fourth (1/4) of the accumulated unused sick leave. The maximum severance pay settlement per retirees, per diem shall not exceed fifty-three (53) days.

Distribution of the severance pay settlement shall be made within thirty (30) days following the final certification of the salary data or by mutual agreement of the parties.

ARTICLE 28 **PICKUP**

The Treasurer is authorized, effective with annual salaries and other earned compensation to contribute to SERS, in addition to the Board required employee contribution an amount equal to the non-certificated employee's contribution to SERS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the non-certified employees shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employee, solely for the purpose of calculating federal, state and local taxes if applicable.

If the employee wishes to purchase retirement credit for the period of time he/she was on unpaid leave, he/she shall reimburse his/her share of the retirement contribution as well as the Board's share of their retirement contribution.

ARTICLE 29
IN-SERVICE

In the event a department has an in-service day, the immediate supervisor has the right to require any or all employees, during their assigned working hours, to perform their usual work. All employees shall be paid their regular days pay. If the total time in meetings and working exceed their regular days pay, they shall be paid the cumulative amount of time worked.

ARTICLE 30
ATTENDANCE OF CLASSIFIED EMPLOYEES' CHILDREN

An employee who resides outside of the district may choose to enroll his/her children) in the Lebanon City School District provided the child has not been previously expelled from another school district. These children shall be permitted to attend tuition-free, except any cost to provide services for special education children in excess of the statutory tuition rate of the Lebanon City Schools shall be paid by the employee enrolling his/her child in a special education program in the district

ARTICLE 31
PROBATIONARY PERIOD

Section 1 - New Employees

The probationary period for new bargaining unit employees will be one hundred twenty (120) working days. All new bargaining unit employees will receive a letter, within two (2) weeks after commencing employment, outlining the probationary time lines and conditions of continued employment.

A new probationary employee who completes sixty (60) working days shall be evaluated. If a probationary employee does not work during summer break, this time will not be counted as days of work. A probationary employee who has worked sixty (60) working days cannot be terminated until an evaluation is completed.

A probationary employee may be terminated without cause at any time during the probationary period and, if terminated, shall have no right to appeal through the grievance and arbitration provisions of this agreement, to the civil service commission, or court. New probationary employees are employees at will.

Section 2 - Lateral Moves

Lateral moves (i.e., another building, work area, or shift) will not be subject to another probationary period.

Section 3 - Promoted Employees

The probationary period for promoted employees will be sixty (60) work days. If the Board decides to remove the promoted employee and return the employee to the employee's previous position, the Board will give written notice to the employee before the expiration of the probationary period. A bargaining unit member holding the position vacated by the promoted employee shall be returned to his/her prior status if the promoted employee returns to his/her prior positions.

An employee may not be transferred back to their prior position until they have worked thirty (30) days and have received a written performance evaluation.

ARTICLE 32 CPR TRAINING

All educational aides shall be required to successfully complete a recognized CPR and First Aid training/certification course at Board's expenses.

ARTICLE 33 CALAMITY DAY IN-SERVICE

For each three (3) calamity days an employee utilizes as a result of the closing of school, an employee shall be required to attend one (1) day of in-service training/professional development to be scheduled at the end of the school year and/or at some other mutually-agreeable time in which the calamity days are earned. After the fifth (5th) calamity day, an employee shall be required to attend one (1) day of in-service training/professional development or work to be scheduled again at the end of the school year in which the calamity days are earned or some other mutually-agreeable time between the Board and the Union. It is understood that the calamity day in-service/make-up work day shall not be scheduled during Christmas and/or spring break. Employees required to work on the calamity day shall receive an additional day of compensation when attending an in-service scheduled pursuant to this provision.

The Board will make every effort to include employees in the planning and determination of applicable and appropriate professional development for said days. Employees will not be required to make up more than two (2) days per year. Provisions of Article 29 shall not be

applicable for payment of employees as a result of in-service or professional development scheduled as make up for calamity days under the terms of this provision.

Nothing contained in this article shall be construed to prevent the Board from requiring employees to report to work on calamity days. In such instances the employee shall receive his/her applicable hourly rate of pay.

Employees will be notified by April 15th if in-service will be scheduled.

ARTICLE 34 **SPREAD PAY**

All employees shall have the option of either prorating their pay over 26 pays or to be paid their full sum of their salary during the months of actual work. All employees must direct deposit their pay into a qualified financial institution of their choice.

ARTICLE 35 **BOARD PAID TRAINING**

The Board of Education shall pay for training as requested or mandated by the administration. However, all employees are responsible for the cost of the initial employment qualifications, certifications and the maintenance of such certifications.

ARTICLE 36 **DISCIPLINE AND DISCHARGE**

Employees may not be removed or disciplined except for just cause. Removal and discipline shall be subject to the grievance procedure. In the case of a suspension without pay of more than ten (10) days, the employee or Union may appeal to the grievance process as provided for in Article 4.

The Union recognizes the administration's right to discipline employees for just and proper cause. Discipline should be to instruct as well as to punish and should be progressive in nature while taking into account the seriousness of the violation. If the violation is deemed severe in nature, any and all of the progressive discipline steps may be waived.

Penalties for disciplinary action are: oral and written reprimands, suspensions, demotions, or dismissal. All discipline is subject to the grievance procedure.

Each regular employee must be given a performance rating once a year. If an employee is rated unsatisfactory or substandard, specific instruction as to what is expected from the employee in order for the employee to raise this rating will be given.

Employees are entitled to Union representation at any disciplinary hearing. No employee will be disciplined without a hearing by the Superintendent or Superintendent's designee, unless the employee specifically waives the hearing in writing. Notice of the hearing will be given to the local Union President and the employee.

ARTICLE 37
CIVIL SERVICE

The Board and the Association mutually agree that the provisions of O.R.C. Chapter 124 shall not apply and that the provisions of this contract shall supersede and replace in their entirety all applicable Civil Service statutes, regulations and/or rules.

ARTICLE 38
LENGTH OF CONTRACT

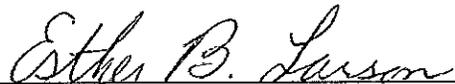
The term of this Agreement shall be for a period of three (3) years beginning June 30, 2011 and ending June 30, 2014.

The Board and the Association agree that this Agreement is contingent upon the passage of an operating levy during the term of this Agreement. If an operating levy is not passed, then this Agreement is contingent upon the commitment of the Board of Education to make necessary budget reductions to be meet the financial obligations of this Agreement required by R.C. 5705.412.

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
AFSCME/AFL-CIO LOCAL 511**

**LEBANON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

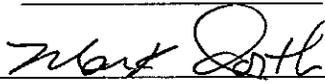
By: 
Local 511 President

By: 
, President

Date: 12/12/11

Date: _____

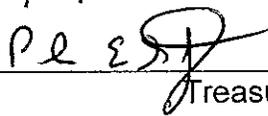
By: 
Negotiating Team Member

By: 
, Superintendent

Date: _____

Date: 12/15/11

By: 
OAPSE Field Representative

By: 
Treasurer

Date: 12-12-11

Date: 12/13/2011

**Lebanon City School District
Classified (OAPSE) Salary Schedule
School Years 2011-12, 2012-13, 2013-14**

	0	1	2	3	4	5	6	7	9	10	13	15	18	20	22	25
SECRETARIAL																
Secretary Class II	13.92	14.12	14.24	14.47	14.66	14.82	15.00	15.10	15.51	15.93	16.53	16.84	17.09	17.46	17.77	18.48
Secretary Class III	15.27	15.51	15.66	15.78	16.02	16.16	16.36	16.55	16.81	17.24	17.83	18.15	18.43	18.79	19.11	19.80
AIDES																
Aide Class I - General	10.98	11.21	11.42	11.63	11.86	12.09	12.32	12.54	12.73	12.95	13.23	13.41	13.73	14.06	14.42	14.61
Aide Class II - Media	11.05	11.24	11.48	11.66	11.93	12.11	12.35	12.58	12.81	13.03	13.26	13.46	13.77	14.11	14.46	14.65
Aide Class III - Special Ed Asst.	12.53	12.82	13.10	13.41	13.71	14.05	14.37	14.62	14.95	15.26	15.56	15.86	16.15	16.56	16.93	17.25
Aide Class IV - Computer Aide	11.25	11.49	11.76	12.01	12.32	12.57	12.83	13.11	13.39	13.63	13.94	14.17	14.54	14.98	15.38	15.64
Aide Class V - ISD/Study Hall	12.82	13.10	13.41	13.71	14.04	14.33	14.63	14.94	15.26	15.55	15.88	16.16	16.58	17.07	17.53	17.82
HEALTH SERVICES																
Clinic Aide	19.45	19.86	20.29	20.71	21.14	21.59	22.03	22.50	22.96	23.46	23.95	24.44	24.95	25.49	26.02	26.57
Medical Attendant/Medical Attendant	14.12	14.42	14.72	15.02	15.33	15.64	15.95	16.24	16.56	16.87	17.17	17.47	17.78	18.10	18.40	18.71
CUSTODIAL/MAINTENANCE																
Custodian Class II	14.59	14.81	15.02	15.31	15.51	15.74	15.96	16.16	16.44	16.84	17.44	17.77	18.04	18.40	18.71	19.41
Custodian Class III	14.98	15.20	15.39	15.65	15.86	16.11	16.30	16.50	16.83	17.23	17.83	18.17	18.46	18.78	19.13	19.83
Groundskeeper	14.98	15.20	15.39	15.65	15.86	16.11	16.30	16.50	16.83	17.23	17.83	18.17	18.46	18.78	19.13	19.83
Maintenance	15.58	15.83	16.09	16.19	16.47	16.66	16.94	17.13	17.53	17.97	18.58	18.89	19.17	19.49	19.80	20.53
HVAC Technician	17.68	17.97	18.25	18.54	18.85	19.14	19.44	19.76	20.21	20.53	21.23	21.58	21.92	22.28	22.63	23.44
TECHNOLOGY																
Computer Technician	17.27	17.54	17.79	18.14	18.36	18.63	18.90	19.15	19.47	19.96	20.67	21.05	21.38	21.78	22.17	22.98
Help Desk/Tech Secretary	15.36	15.62	15.85	16.15	16.36	16.59	16.83	17.04	17.33	17.76	18.39	18.74	19.00	19.40	19.73	20.46
FOOD SERVICE																
Kitchen Manager	13.26	13.39	13.61	13.76	13.93	14.11	14.32	14.52	14.84	15.24	15.87	16.15	16.45	16.79	17.12	17.84
Assistant Cook	12.11	12.21	12.47	12.62	12.81	13.02	13.15	13.37	13.72	14.10	14.70	14.99	15.26	15.60	15.95	16.65
Cafeteria Worker	12.02	12.13	12.30	12.51	12.71	12.94	13.06	13.27	13.61	14.00	14.59	14.90	15.19	15.50	15.84	16.58
SEASONAL RATE																
Full-time Employees	11.53															

Custodians reporting to work after 1:30 p.m. receive \$.20 per hour differential.

Pay Rate for Fiscal Year 1.0000

Aide Class I & II received a 60 cent equity adjustment beginning July 1, 2008

Board Approved July 26, 2011

**Approved Agreement
Attendance Incentative**

Employees not using a combination of sick leave, personal days and dock days during the contract year July 1st through June 30th will be compensated at the following incentive rates:

	<u>Incentive Pay</u>
Zero (0) Days Used	250.00
One (1) Day Used	200.00
Two (2) Days Used	150.00
Three (3) Days Used	100.00
Four (4) Days Used	50.00
Five (5) Days Used	25.00

Increased incentive pay benefit to commiserate with approved attendance rate. 2006 - 2007 current group attendance rate is 93.29%. If group attendance rate increases to 95% at the end of the contract year the following incentive rates apply:

	<u>Incentive Pay</u>
Zero (0) Days Used	500.00
One (1) Day Used	400.00
Two (2) Days Used	300.00
Three (3) Days Used	200.00
Four (4) Days Used	100.00
Five (5) Days Used	50.00

Increased incentive pay benefit to commiserate with approved attendance rate. 2006 - 2007 current group attendance rate is 93.29%. If group attendance rate increases to 97% at the end of the contract year the following incentive rates apply:

	<u>Incentive Pay</u>
Zero (0) Days Used	1,000.00
One (1) Day Used	800.00
Two (2) Days Used	600.00
Three (3) Days Used	400.00
Four (4) Days Used	200.00
Five (5) Days Used	100.00



OAPSE LOCAL _____
STEP _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the OAPSE Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO MADE OUT IN TRIPPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

