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10/14/2013

**MASTER AGREEMENT**

**BETWEEN**

**LEBANON CITY SCHOOL DISTRICT BOARD OF EDUCATION**

**AND THE**

**LEBANON CITY SCHOOLS EMPLOYEE ASSOCIATION**

**July 1, 20011 – June 30, 2014**

# **Section 1**

## **Governing Provisions**

**ANY REFERENCE IN THIS AGREEMENT TO “LCSEA MEMBER” SHALL ALSO INCLUDE ALL BARGAINING UNIT MEMBERS.**

### **ARTICLE 1**

#### **PARTIES TO AGREEMENT**

The Lebanon City Board of Education hereinafter referred to as the “Board”, and the Lebanon City Schools Employee Association (LCSEA) hereinafter referred to as the “LCSEA”, agree to be bound by the following items and conditions as they relate to the members of said LCSEA.

### **ARTICLE 2**

#### **RECOGNITION**

##### **Section 1 Sole Negotiator**

The Board shall recognize, for purposes of negotiations, LCSEA, through the term of this Agreement. The LCSEA shall be the sole and exclusive negotiating agent for all classified LCSEA members in the bargaining unit, as hereinafter defined.

##### **Section 2 Bargaining Unit**

The bargaining unit shall include all LCSEA members engaged in the provision of transportation services for the Board, including specifically all school bus drivers, mechanics, school bus aides, and crossing guards, as well as any new positions created or existing positions which are predominantly involved in the provision of transportation services to the Board.

##### **Section 3 Provisions**

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

##### **Section 4 Limitations and Requirements**

In addition to any and all limitations and/or requirements imposed by applicable law, it is hereby agreed that the Board shall not negotiate for nor enter into any agreement for the contracting, subcontracting, outsourcing, or other provision of any of the services performed by members of the Bargaining Unit at the time of this Agreement without

first notifying the LCSEA in writing of its intent to undertake such discussions, without first meeting with and negotiating with the LCSEA to the fullest extent required by applicable law with respect to such decision, and without requiring, in writing with a copy of the LCSEA, any and all potential contractors and/or subcontractors to agree, that, as a condition of any such negotiation and/or contracts, the LCSEA shall be recognized as the duly authorized collective bargaining representative of any and all LCSEA members performing any work performed by members of the Unit at the time of this Agreement and that the full employment of any and all bargaining unit LCSEA members to be displaced by any such contract or subcontract must be offered upon the same or substantially more favorable terms as provided herein (including without limitation continued participation in the State Employees Retirement System (SERS) vacation and sick pay benefits, and health insurance benefits). In furtherance of the foregoing, the Board warrants and agrees that the foregoing conditions shall remain in effect so long as SERB's November 6, 2003 certification of the LCSEA remains effective and unaltered by subsequent Order or Directive.

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 State Board, standards of service, its overall budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate or hire LCSEA members;
- 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 LCSEA members;
- E. Determine the adequacy of the work force;
- F. Determine the overall mission of the Board as a unit of government;
- G. Effectively manage the work force;
- H. Take action to carry out the mission of the State Board 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 LCSEA prior to implementation.

### **ARTICLE 3**

#### **SAVINGS CLAUSE AND SUSPENSION**

##### **Section 1 Invalid by Law**

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 Acknowledgement of Demands**

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 LCSEA, 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 during the term of this Agreement unless mutually agreed upon by the Board and the LCSEA or said bargaining is requested by the Board in accordance with the implementation of management rights pursuant to Article 2, Section 4.

**ARTICLE 4**  
**APPLICATION AND INTERPRETATION**  
**OF WORK RULES, POLICIES AND DIRECTIVES**

**Section 1 Definitions**

Work rules as defined in this Section shall be those written policies, procedure and directives which regulate conduct of LCSEA members in the performance of the Board's service and programs. LCSEA shall be provided any documentation pertaining to transportation issues. Neither LCSEA nor its members waive any rights to challenge the reasonableness and the interpretation of any work rules.

**Section 2 Board Right – Reasonable work rules**

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

**Section 3 Conduct Expected**

The parties recognize that it is the philosophy of the Board that, to the extent possible, LCSEA members will be put on notice of the conduct expected of them by the Board and by their fellow workers. The parties further understand that it is to the interest of the Board to protect the rights and well-being of all LCSEA members of the Board, while not unduly restricting the individual rights of any LCSEA member. The parties further recognize that the LCSEA members have a responsibility to the Board to carry out all duties assigned to them by the Board in an efficient and expeditious manner.

**Section 4 Personal Conduct Standards**

The Board 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 LCSEA member's right to be treated with dignity and respect while effectively carrying out the Board's programs, and the LCSEA members will continue to carry out their work assignments as efficiently and expeditiously as possible.

**Section 5 Interpretation of Work Rules**

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

**ARTICLE 5**  
**RIGHTS OF LCSEA MEMBERS AND ASSOCIATION**

**Section 1 Rights of LCSEA members and Association**

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

The LCSEA member agrees that no more than two (2) non-LCSEA member officials and/or representatives of the LCSEA shall be admitted to the LCSEA member'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 9 under Governing Provisions and/or the enforcement and administration of the negotiated labor agreements.

The LCSEA agrees that the activity shall not interfere with the normal work duties of the LCSEA members. The Board 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 LCSEA 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 Board Agenda**

Copies of Board agenda and minutes and any addendum shall be made available to the LCSEA Executive Board. Copies of Board minutes shall be sent to the transportation department. The Board will furnish the Executive Board with one copy of Board policies and updates at no cost to LCSEA.

**Section 3 Job Performance Evaluation**

If the Board or its designee evaluates the job performance of an LCSEA member, the completed job evaluation form shall be read and signed by the LCSEA member, but only for the purpose of demonstrating that the LCSEA member knows the contents of the evaluation form. If an LCSEA member refuses to read and/or sign a completed job evaluation form, or the LCSEA member 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 LCSEA member's personnel file, with the supervisor making a notation on the form to demonstrate that the LCSEA member 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 Facility Usage**

In accordance with the Board's facility use policy, the LCSEA and its representatives shall have the right to use Board buildings prior to or at the conclusion of the normal LCSEA member 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 unreasonably withheld.

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

## **ARTICLE 6**

### **LCSEA REPRESENTATIVES**

#### **Section 1 List of Officers to Board**

A list of all LCSEA officers will be made available to the Superintendent no later than October 15, of each school year indicating the name and phone number of each LCSEA representatives.

#### **Section 2 Grievance Committee**

A Grievance Committee will be designated by the LCSEA consisting of three (3) LCSEA members. The Grievance Committee member shall be permitted a reasonable amount of time to investigate grievances provided in Article 9 under Governing Provisions. 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 Representative**

The LCSEA committee representatives 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 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 LCSEA member representative and that the approval will not be unreasonably withheld. The LCSEA Committee representatives 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 LCSEA Committee representatives spending time to investigate issues and/or meet with LCSEA members regarding LCSEA matters.

#### **Section 4 Calendar**

One LCSEA member and one Transportation Supervisor or designee shall be members of the district calendar committee.

**ARTICLE 7**  
**LCSEA DUES**

The Board agrees to deduct the LCSEA dues, from the pay of the LCSEA members requesting that such deductions be made, on a continuing basis.

LCSEA dues will be deducted in equal deductions, twice each month, beginning in October and ending in May.

The LCSEA Treasurer will submit to the Board Treasurer by September 15<sup>th</sup> each year, a list of the Members and the amount of the dues payable for the school year.

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 LCSEA Treasurer monthly with a list of those LCSEA members for whom payment is made and the amount deducted.

The LCSEA 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 LCSEA to The Board.

Each LCSEA member covered by this agreement who fails voluntarily to acquire or maintain membership in the LCSEA shall be required, as a condition of employment, on the effective date of this agreement, to pay to the LCSEA a fair share fee, which shall not exceed the dues paid by members of the LCSEA who are in the bargaining unit covered by this Agreement; provided that any LCSEA member who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such LCSEA member shall pay, in lieu of such fair share fee, on the same time schedule as LCSEA 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 LCSEA member and the LCSEA Treasurer. Such LCSEA member shall furnish to the LCSEA Treasurer, written receipts evidencing payment to such agreed upon non-religious fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such LCSEA member to the same sanctions as would non-payment of LCSEA dues under the Agreement.

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

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. Getting on and off of union follows the same guidelines as spread pay.

The amount of dues and fair share fees may be changed upon presentation of new amounts by LCSEA's Treasurer and approved by LCSEA members.

The LCSEA 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.

## **ARTICLE 8**

### **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 LCSEA for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the LCSEA'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 LCSEA 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 will identify a chief spokesman at the commencement of negotiations and/or first discussion of each particular issues involved in negotiations.

#### **Section 2 Consultants and 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 LCSEA.

#### **Section 3 Exchange of Information**

Prior to and during the period of negotiations, or impasse provision, the Board and the LCSEA 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 LCSEA shall be submitted in writing at the first meeting and the Board shall submit in writing to the LCSEA 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 LCSEA 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 the 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 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 initializing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the LCSEA 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 LCSEA 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 LCSEA's representative.

The Board will provide a copy of this agreement to all LCSEA members to their mailboxes within thirty (30) calendar days if the agreement is signed by the parties hereto at the time of hire of all new classified LCSEA members. The Board and LCSEA 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 13 Intent to Recommend**

Prior to the negotiation agreement being presented to the LCSEA 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 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 LCSEA 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 his/her agreement. The mediator shall not have the authority to bind either party to an agreement but may make recommendations.

## **ARTICLE 9** **GRIEVANCE PROCEDURE**

### **Section 1 Grievance Policy**

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its LCSEA members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all LCSEA members and no reprisals of any kind shall be taken against any LCSEA member 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 LCSEA member or the LCSEA. If an individual LCSEA member is aggrieved, he/she must file the grievance and the LCSEA will only file the grievance when more than one (1) LCSEA member is aggrieved over the same alleged violation of the Agreement.

### **Section 4 Grievance Process**

#### **Step One Discuss with Immediate Supervisor**

Any LCSEA member having a grievance shall first discuss such grievance with his/her immediate supervisor.

#### **Step Two Written Grievance**

If the discussion does not resolve the grievance to the satisfaction of the LCSEA member, that LCSEA member shall have the right to lodge a written grievance to the immediate supervisor or designee of the Superintendent. See Addendum B.

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 LCSEA grievance form supplied by the Board 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 LCSEA member shall have the right to request a hearing before the immediate supervisor designated by the Superintendent. Such hearing shall be conducted within ten (10) working days after the receipt of such request. The aggrieved LCSEA member 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 a representative of the LCSEA.

The 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 LCSEA member and the Superintendent or his/her designee.

### **Step Three Written Appeal**

If the action taken by the immediate supervisor designated by the Superintendent does not resolve the grievance to the satisfaction of the LCSEA member, such LCSEA member 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 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/her designated representative within ten (10) working days after the receipt of the request. The aggrieved LCSEA member shall have the right to be represented at such hearing by counsel or by a representative of the LCSEA. The Superintendent or his/her designated representative shall take action on the appeal of the grievance within ten (10) working days after conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the LCSEA member and the immediate supervisor or designee 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 LCSEA member, such LCSEA member 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 LCSEA mutually agree to waive mediation. The mediation step will be in effect prior to arbitration. The LCSEA 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 Arbitration**

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 two arbitrators:

1. Robert Stein
2. Frank Keenan

Assignment of grievances shall be made on a continuous rotating basis among the two 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 LCSEA and the arbitrator. The LCSEA 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 LCSEA at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure of disclosure 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/her discretion. In the event the LCSEA should choose to unilaterally withdraw the grievance arbitration request without mutual agreement between the Board and the LCSEA as to resolution of

the grievance, the LCSEA shall be responsible for all arbitration costs incurred as of the date of the withdrawal.

## **Section 2 Working Conditions**

### **ARTICLE 10 PROBATIONARY PERIOD**

#### **Section 1 New LCSEA members**

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

A new probationary LCSEA member who completes sixty (60) working days shall be evaluated. If a probationary LCSEA member does not work during summer break, this

time will not be counted as days of work. A probationary LCSEA member who has worked sixty (60) working days cannot be terminated until an evaluation is completed.

A probationary LCSEA member 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 LCSEA members are LCSEA members 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 LCSEA members**

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

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

# **ARTICLE 11** **LAYOFF AND RECALL**

## **Section 1 Lay Off**

In the event that layoffs become necessary, the LCSEA member 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: bus drivers, mechanics, school bus aides and crossing guards. Notice of layoff will either be delivered personally or through the regular and certified mail to the affected LCSEA member's residence. When LCSEA members are to be recalled, the first to be recalled shall be those last laid off, provided that such LCSEA members recalled are capable of doing the work then available.

## **Section 2 Recall**

Laid off LCSEA members 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 Board,

whichever period is shorter; such rights may be waived, without prejudice by the LCSEA member, for two (2) times. An LCSEA member 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 LCSEA member's total length of service in a permanent position or succession of positions within LCSEA bargaining unit and the employ of the board. Continuous service is not affected by a Board approved leave of absence.

### **Section 3 Reinstatement List**

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

## **ARTICLE 12** **PROMOTIONS AND TRANSFERS**

### **Section 1 Vacancy**

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

### **Section 2 Seniority**

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 LCSEA bargaining unit and the employ of the Board.

Continuous service shall not be interrupted if: (1) the LCSEA member was on approved leave of absence; or (2) the LCSEA member 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 LCSEA member 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 a tie remains, seniority will next be determined by a lot drawing with the LCSEA executive board and LCSEA members in attendance.

### **Section 3 Vacancy Posting**

When a vacancy has been determined to exist in a position in the bargaining unit, the

Board 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 two (2) working days.

#### **Section 4 Vacancy Qualifications**

In considering any individual for an established vacancy, the Board 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 Board. In any event, the Board shall always select the most qualified applicant. Any current LCSEA bargaining unit member bidding for a position outside of the member's classification will receive an interview in the event it is determined that the member possesses the minimal qualifications for the position.

#### **Section 5 Vacancy Bidding**

LCSEA members presently holding similar classifications as that posted will be permitted to bid on the same for lateral transfer. The senior LCSEA member bidding who holds similar classification and who has the ability perform the duties of the job posted shall be first considered by the Board when filling the vacant position. When transferring on promotional jobs, LCSEA members 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.

#### **Section 6 Trial Period**

LCSEA members awarded a position through the bid process may return to their former position after two (2) days of working the new position.

#### **Section 7 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 LCSEA member 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** **TRANSPORTATION ROUTE DEFINITION**

#### **Section 1 Definition of Regular Route**

A regular route shall be defined as each route AM and PM including its transfers in which students are picked up and transferred to and from a designated location.

#### **Section 2 Definition of Kindergarten Route**

Kindergarten routes shall be defined as one continuous route not 2 (two) separate routes.

Kindergarten routes shall be paid at posted time, minimum of 1 (one) hour.

### **Section 3 No Overtime**

Drivers shall not take an additional route on a regular basis that would put them into overtime. Additional routes may be defined as kindergarten and special program after school routes.

### **Section 4 New Routes and Timing of Routes**

Routes may be timed by the Transportation Supervisor or designee within thirty (30) days of the start of school, if the route is altered or at the request of a bus driver. Transportation Supervisor is to ride and time the route in the event of a discrepancy.

Prior to the establishment and implementation of any new transportation route the Transportation Supervisor shall provide the LCSEA executive board documentation describing such new route or routes and meet to consult with and receive the input with respect to the proposed new route or routes.

Drivers on regular trips shall be paid in 15 minutes rounded increments at their regular rate of pay with 1-hour minimum per trip.

### **Section 5 Loss of more than 15 Minutes**

If a LCSEA member, by no fault of their own, loses more than a fifteen minute increment of time due to cutbacks, school closings, adjustments of routes, that member may elect to hold his or her route, or may elect to bump the least senior member closest to their original route time. This same procedure shall apply to all persons so bumped until a person bumps to or accepts the least senior route. This will not apply to mid-day routes.

### **Section 6 Two Trip Driver**

If a driver of a 4 trip will be off for an approved absence and provided the notification prior to 5:00 p.m. the day before, a two-trip driver or less will be offered the first trip using rotating seniority order until the driver returns, provided it does not prohibit them from driving their assigned route and the total hours shall not go into overtime. In the event the driver accepting the route cannot drive the route for any reason, they will forfeit the assignment.

### **Section 7 Kindergarten Driver Leave of Absence**

When a regular Kindergarten driver requires a leave of absence the next driver on the rotating seniority list for kindergarten will be assigned. In the event the driver accepting

the kindergarten route cannot drive the route for any reason, they will forfeit the assignment. The next driver on the rotating kindergarten list will be assigned.

### **Section 8 Summer School Rotation**

At least five (5) business days prior to the last day of the regular school session a sign-up sheet will be posted for all drivers interested in driving summer school routes. Routes will be assigned by seniority. If a driver should need to quit or require a substitute at any time during the summer school, the next senior driver on the sign up sheet will be assigned to the route by seniority, with the exception of a valid excuse as defined by Article 14, Section 3.

### **Section 9 Private/Parochial/Other School Calendars**

LCSEA members shall follow their bidded school calendars from the start of the school year to the end of the school year including the holiday schedule, spring or winter break schedule. An exception is made for LCSEA members who drive both a Lebanon City Schools route and a private/parochial/other school route have the option to follow either calendar and must notify the Transportation Supervisor of their calendar choice.

## **ARTICLE 14** **EXTRA TRIPS**

### **Section 1 Regular Bus Driver**

A regular bus driver is defined as a LCSEA member holding a CDL with endorsement to transport passengers on a regular route.

### **Section 2 Extra Curricular Trips**

Extracurricular trips shall be offered to regular bus drivers on a rotating basis in order of seniority if the beginning and ending times of the extracurricular trip do not conflict with the bus driver's regularly scheduled route, mid-day runs, and after school programs. Refusal by a regular bus driver to take an extracurricular trip shall be counted as a trip driven. No driver will be permitted to accept a field trip or activity bus that overlaps with the driver's regular route time.

### **Section 3 Driver Cancels Field Trip**

If a LCSEA member cancels a field trip without a valid excuse he/she will not be eligible for a field trip for 1 (one) rotation. Valid excuses include but are not limited to illness, a family emergency, or funeral of a family member. A doctor's note will be required for proof of illness. The LCSEA member must provide the valid excuse at the time they cancel the field trip.

### **Section 4 Break Downs**

Drivers shall be paid the field trip rate for all hours they are required to be on duty during breakdowns.

### **Section 5 Bidding on the Extra Trips**

- A. Field trip meetings shall be held every Thursday morning at 9:15 sharp. If scheduled on an off day, the field trip meetings will be held on last school day prior to break.
- B. All field trips shall be posted on bulletin board in the driver's room the day before field trip meeting.
- C. The day before the field trip meeting, the field trip coordinator shall post the first driver to pick a field trip and how many drivers that needs to stay. If field trips are still left at the end of the field trip meeting, the field trip meeting will stop and the next driver on the field trip list will be asked until all field trips are assigned.
- D. If a driver cannot stay for the field trip meeting he/she must designate in writing the person they have chosen to pick for them, and give it to the Transportation Supervisor. If he/she does not submit in writing their designated person, or their designated person does not attend, it shall be understood they did not want a field trip, and go to the next person in seniority order. If a driver or aide is absent from work on the field trip meeting day, they shall not be called for a trip.
- E. If a driver is on a trip or school business, the field trip coordinator shall radio the driver with what field trips are available. The driver shall notify the field trip coordinator if they cannot make the field trip meeting.
- F. Any field trip that is received after the field trip meeting, but before the next field trip meeting shall be filled from the general rotation list. If a driver or aide is absent from work , they shall not be called for a trip.
- G. If a field trip is cancelled or the beginning or ending time is changed and conflicts with the driver's route, the driver will lose the field trip, and will not be offered another field trip until their next turn on the field trip rotation list. If a field trip is cancelled and re-scheduled at the same time, the driver first assigned to the field trip will have the option to keep that trip. If the field trip is not re-scheduled at the time of cancellation the driver will lose that field trip, and will not be offered another field trip until their next turn in the field trip rotation list.
- H. Payroll shall be responsible for maintaining the seniority rotation lists Regarding accuracy of the list to include but not limited to start/end route times.
- I. Drivers may sign up for the Kindergarten list and Field trip list at the opening meeting of each school year. Bus aides may sign up for the Bus Aide list at the opening meeting of each school year. He/she shall remain on those lists until such time the driver notifies field trip coordinator in writing.

Drivers who chose not to sign up or desire to drop from the Kindergarten list and Field trip list will have the opportunity to sign up/drop off one (1) week prior to Winter break. Field trip coordinator will be responsible for maintaining the accuracy of these lists.

- J. Field trip coordinator will be responsible for maintaining the documentation of the General Rotation list, Kindergarten list and Field trip list. He/she must note whether a driver accepts or declines, time and date offered, and trip destination.

### **Section 6 Seniority Rotation Lists**

- 1. GENERAL ROTATION LIST – All LCSEA drivers shall be included on this list.

In the event an emergency requires coverage in 10 -15 minutes, the transportation supervisor shall call the next 5 (five) members on the General Rotation List before appointing an available driver.

The following seniority rotation lists shall be signed up for at the beginning of the school year meeting, just prior to winter break and at hiring.

The bus repair trips shall be included on the general rotation list with a two hour minimum at route pay.

- 2. KINDERGARTEN LIST – (Drivers choice. Must sign up.)

- 3. FIELD TRIP LIST – (Drivers choice. Must sign up.)

- 4. SUMMER ROTATION LIST - (Drivers choice. Must sign up.)

In the event a LCSEA member should require a substitute at any time during the summer employment, the next senior LCSEA member on the sign up sheet will be assigned to said summer work with the exception of a valid excuse as provided in Article 14, Section 3 by the Transportation Supervisor.

- 5. BUS AIDE LIST (Bus aide choice. Must sign up.)

### **Section 7 Overnight Trips**

The driver on an overnight field trip will be paid for all hours actually worked in applying this condition, the following shall apply:

- a) The driver will be paid in the evening up to the time he/she completed his/her driving responsibilities (parks and secures the vehicle);
- b) The driver will not be paid for any time after he/she completes such responsibilities;

- c) The driver will be paid for all time the next day, commencing with the beginning of his/her performance of driving duties; and
- d) The driver shall be provided with their own room for overnight trips.

### **Section 8 Canceled Event**

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

## **ARTICLE 15** **WORK OVERTIME**

### **Section 1 Definition of Work Day**

Work day is the period of time in a day, Monday through Friday, during which work is performed.

### **Section 2 Overtime**

One and one-half (1½) times the LCSEA member's Internal Revenue Service (IRS) blended rate guideline pay (including the shift differential for LCSEA members working other than the -work day) 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 Board.
- B. Hours worked in excess of forty (40) hours in one work week.
- C. When other extra hours are available, they will be rotated by seniority.

The Board will rotate and equalize opportunities among qualified 12 (twelve) month LCSEA members in the building who normally perform the work that is being assigned for overtime. The LCSEA members 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 12 (twelve) month LCSEA members 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 LCSEA member who is offered but

refuses overtime assignments shall be credited on the roster with the amount of overtime refused. When there are inequities in the distribution of overtime, the Board will be given the right to correct the error at the earliest opportunity.

#### **ARTICLE 16** **IN-SERVICE**

In the event a department has an in-service day, the immediate supervisor has the right to require any or all LCSEA members, during their assigned working hours, to perform their usual work. All LCSEA members 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 17** **CALAMITY DAY IN-SERVICE**

For each two calamity days an LCSEA member utilizes as a result of the closing of school, an LCSEA member shall be required to attend one (1) day of in-service training/professional development to be scheduled at the end of the school year in which the calamity days are earned. LCSEA members 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 LCSEA members in the planning and determination of applicable and appropriate professional development for said days. LCSEA members will not be required to make up more than two (2) days per year. Provisions of Article 36 shall not be applicable for payment of LCSEA members as a result of in-service or professional development scheduled as make up for the calamity days under the term of this provision.

#### **ARTICLE 18** **TRAINING**

All LCSEA regular bus drivers and bus aides that are on a special needs bus shall be required to successfully complete a recognized CPR and First Aid training/certification course , and CPI course at Board's expenses. The training is to be completed by December 31, 2008.

Any LCSEA regular bus driver who wants to be a substitute on a special needs bus shall be required to successfully complete a recognized CPR and First Aid training/certification course , and CPI course at Board's expenses.

**ARTICLE 19**  
**DRIVER TRAINER**

**Section 1 Full Time Driver Trainer**

The Full Time Driver Trainer shall work 8 hours per day. In the event the district assigns a qualified driver to work as a trainer, he/she shall remain a member of the unit represented by LCSEA and shall remain on the seniority rotation lists. Once the Driver Trainer reaches 8 (eight) hours of pay, the work then is rotated to the As-Needed Driver Trainers.

**Section 2 2 Hour Guaranteed Driver Trainer**

The 2 Hour Guaranteed Driver Trainer shall be guaranteed 2 hours each day for driver training. If a qualified driver is employed to drive a regular route and is selected to be a trainer, he/she will not be eligible for a kindergarten route, however he/she will receive (2) hours of compensation as a trainer in lieu thereof. Once the 2 Hour Guaranteed Driver Trainer reaches 8 hours of pay, the work then is rotated to the As-Needed Driver Trainers.

**Section 3 As-Needed Driver Trainers**

The As-Needed Driver Trainers shall train after the Full Time Driver Trainer and 2 Hour Guaranteed Driver Trainer have reached 8 (eight) hours. The As-Needed Driver Trainer may train until he/she reaches 8 (eight) hours/day.

**Section 4 Overtime for Driver Trainers Only**

Once all Driver Trainers have reached the maximum 8 (eight) hours of work per day, any additional training hours shall be rotated by seniority by the trainers. The trainers agree to post and maintain overtime rosters. The rosters shall be posted on a bulletin board in the training office and will include a list of overtime hours worked and refused. When a trainer is offered and refuses an overtime assignment that assignment shall then be offered to the next person on the seniority roster.

**ARTICLE 20**  
**DISCIPLINE AND DISCHARGE**

LCSEA members 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 LCSEA member or LCSEA may appeal to the

grievance process as provided for in Article 9 under Governing Provisions.

The LCSEA recognizes the administration's right to discipline LCSEA members 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 reprimands, suspensions, demotions, or dismissal. All discipline is subject to the grievance procedure.

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

LCSEA members are entitled to LCSEA representation at any disciplinary hearing. No LCSEA member will be disciplined without a hearing by the Superintendent or Superintendent's designee, unless the LCSEA member specifically waives the hearing in writing. Notice of the hearing will be given to the LCSEA executive chairperson and the LCSEA member.

## **ARTICLE 21**

### **ABSENTEEISM DISCIPLINE PROCEDURES**

#### **Section 1 Definition of Occurrences**

Definition of "occurrence": An occurrence shall be assessed in increments of 1(one) for an employee who is absent for a full day, 1/2 (one-half) for an employee who is absent for a half day, and 1/3 (one third) for an employee who is absent for a third of the day or less and shall be consistent with the affected LCSEA member's work schedule.

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.

#### **Section 2 Definition of "Non" Occurrences**

Absences from work for any of the following reasons shall not be considered an occurrence:

1. Vacation
2. Personal leave for reasons other than illness

3. Compensatory days
4. Bereavement leave
5. FMLA Leave
6. As determined by Superintendent or Designee

### **Section 3 Definition of the Work Year**

The work year will be defined to be July 1<sup>st</sup> through June 30<sup>th</sup> for the purpose of this provision. Each July 1<sup>st</sup> all LCSEA members shall start a new zero occurrences balance and discipline shall start at the beginning of the progression table.

### **Section 4 Disciplinary Procedures**

All disciplinary procedures related to this provision shall supersede the procedures and due process requirements prescribed by Ohio law. An LCSEA member may appeal discipline under this provision only through the Grievance process provided in Article 9 under Governing Provisions. Any LCSEA member 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 LCSEA member 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 LCSEA member fraudulently reports the use of sick leave.

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

1. 6<sup>th</sup> occurrence, LCSEA member receives a verbal reprimand.
2. 7<sup>th</sup> occurrence, LCSEA member receives written reprimand.
3. 8<sup>th</sup> occurrence, LCSEA member receives one (1) day suspension without pay.
4. 9<sup>th</sup> occurrence, LCSEA member receives two (2) days suspension without pay.
5. 10<sup>th</sup> occurrence, LCSEA member receives three (3) days suspension without pay.
6. After the 11<sup>th</sup> occurrence, the Board may consider additional suspensions up

to and including termination.

**Article 22**  
**LCSEA MEMBER FILES**

LCSEA member 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 LCSEA member's grievance or an LCSEA's grievance, or the LCSEA member's participation in the grievance process, will not be maintained in an LCSEA member's district personnel files.

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

**ARTICLE 23**  
**PHYSICAL EXAMINATIONS**

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

LCSEA bus drivers and special needs bus aides shall have a physical examination each year before July 1 prior to the school year.

**ARTICLE 24**  
**CIVIL SERVICE**

The Board and the LCSEA 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 25**  
**LCSEA CONTRACT COMMITTEE**

**Section 1 Collective Bargaining Agreement**

A committee, consisting of 2(two) LCSEA members, transportation supervisor and Director of Human Resources, shall be formed during the 2008-2009 school year to revise and clarify terminology and reformat the collective bargaining agreement so that

it is easier to read . The work shall be completed by December 31, 2008.

## **Section 2 Attendance Incentive**

A committee, consisting of 3 (three) LCSEA members and 2 (two) members from administration shall be formed during the 2008-2009 school year to study options for attendance incentives that would improve attendance.

# **Section 3 Leaves of Absence**

## **ARTICLE 26 PERSONAL LEAVE DAYS**

### **Section 1 Personal Leave**

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

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

### **Section 2 Personal Leave Granted**

#### **Personal leave shall be granted:**

1. Personal leave absence shall not be deducted from the number of days of sick leave accumulated by the LCSEA member.
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 except bus drivers that have kindergarten routes, or after school program routes which may use personal days in one-third (1/3) days.
4. Four days minimum notice for Personal Leave on non-emergencies is to be given by the LCSEA member. The Transportation Supervisor or designee

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 ADVANCED REQUEST IS WAIVED; HOWEVER, the request form will be completed within three (3) days after the LCSEA member's return to work and submitted through the regular channels in order for the LCSEA member to receive reimbursement for the time off duty.

### **Section 3 Personal Leave Not Granted**

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 or designee:

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.

Special leave is leave without pay and may be requested on any workday. No special leave which will unduly hamper or interrupt the functioning of the transportation department shall be approved.

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 LCSEA member from the previous school year (July 1 – June 30) shall be credited to the LCSEA member's sick leave accumulation

## **Section 1 Sick Leave Accrual**

Sick Leave accrues at the rate of 1 ¼ days per month or 15 days per year. LCSEA members 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.

LCSEA members 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 LCSEA members or to students, and to illness, injury or death in the LCSEA member's immediate family.
- B. The immediate family shall be defined as the LCSEA member's mother, father, husband, wife, child (including step or foster parent or child) or other permanent resident of the LCSEA member'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 LCSEA member's mother-in-law, father-in-law, grandparent, grandchild, brother, sister, daughter-in law, son-in-law, aunt and uncle, brother-in-law and sister-in-law. 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-half (1/2) day, except bus drivers that have kindergarten routes and after school program routes, which may use sick days in increments of one-third (1/3) days.

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

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

## **Section 2 FMLA**

The Board will provide twelve weeks of unpaid annual leave to classified LCSEA members who have been employed as full time regular LCSEA members for one year. For purposes of this section only, a full-time-regular LCSEA member shall be defined as an LCSEA member who averages at least ten (10) hours worked per week during the regular school year. Wednesday only drivers shall be considered full time regular

drivers.

**The unpaid annual leave shall be used to:**

1. To care for the LCSEA member's child after the birth, or placement for adoption or foster care; or
2. To care for the LCSEA member's spouse, son or daughter, brother in-law, or sister in-law, or parent, who has a serious health condition; or
3. For a serious health condition that makes the LCSEA member unable to perform the LCSEA member'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 LCSEA member's health coverage will be maintained under the health insurance plan, under the same conditions as other LCSEA members 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. Nothing herein shall be construed to in any way abrogate, modify or limit the rights or remedies afforded any individual LCSEA member under the Federal Family and Medical Leave Act, including the right to enforce the rights provided therein in state or federal court.

**Section 3 Attendance Incentive**

See Addendum C

The attendance incentive is to be monitored by the transportation supervisor. He/she shall make a quarterly report to the LCSEA executive board.

# **Section 4 Compensation**

## **ARTICLE 28 SALARY AND WAGES**

A salary and wage schedule shall be set forth in Addendum A:**ADDENDUM "A" 20011-2014**

There shall be no increase (0.0%) on base salary effective for the 2011/2012, 2012/2013, and 2013/2014 contract years.

Employees shall not advance horizontally on the salary schedule for the three (3) years of this Agreement. 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, Article 20 shall apply; however, for the purposes of the above example, said employee shall be placed on Step 4.

The Board agrees to reimburse all LCSEA members that require a Commercial Drivers License (CDL) the actual cost of the license. Payment to be made within 30 days of proof of new license. A receipt must be presented to the Board Treasurer for reimbursement.

## **ARTICLE 29 SPREAD PAY**

### **Section 1 Spread Pay Offered**

LCSEA members shall be paid on a biweekly basis for hours worked and any other amounts due during the preceding pay period. LCSEA members shall be offered spread pay once per school year. LCSEA members who desire to continue LCSEA member benefits such as health insurance during the summer break shall make prorated LCSEA member contributions during the regular school year, which amounts, or an appropriate portion thereof, will be refunded in the event such benefits are cancelled for any reason (i.e., resignation, etc.).

### **Section 2 Signing up for Spread Pay**

LCSEA members may elect to have pay pro-rated over twenty-six (26) pays, beginning with the first pay of the school year. Written notification shall be given to the Treasurer's office prior to August 1 of that school year. See Addendum D.

### **Section 3 Discontinuing of Spread Pay**

The LCSEA members who elected to have spread pay shall remain on spread pay for the entire school year. In order to discontinue spread pay for the following school year, the LCSEA member shall provide written notification to the Treasurer no later than July 31 prior to the start of the next school year.

Members who do not elect to have pay pro-rated will be paid compensation as it is earned.

## **ARTICLE 30** **CLASSIFIED FRINGE BENEFITS**

### **Section 1 Open Enrollment and Insurance Committee**

A member may change their choice of plan only during the open enrollment period.

The Board representative shall form an insurance committee 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 his/her history and the administration of the plan.

The committee shall meet quarterly or upon the written request of either the Superintendent or the LCSEA executive chairperson.

The committee shall consist of up to three (3) LCSEA, (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 LCSEA and the Board. The community members shall serve as *ad hoc* members of the committee. Either the LCSEA or the Board may request that a representative of its choice attend committee meetings provided advanced notice is made to the other party. The LCSEA representatives will be appointed by the LCSEA Executive Board.

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/her 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 LCSEA. Any alterations from the current coverage will require approval from the Board and the LCSEA 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 LCSEA member. Such discussions shall not be submitted to Article 8 – Procedures for Conducting Negotiations.

## **Section 2 Insurance Benefits**

Any LCSEA member hired after December 31, 1983 the following applies:

7.0 – 8 Hours or trips a day- Board pays 80% and LCSEA member Pays 20% of premiums.

4.0 – 6.9 Hours or trips a day- Board pays 70% and LCSEA member Pays 30% of premiums.

0.0-3.9 Hours or trips a day - Board pays 40% and LCSEA member Pays 60% of premiums.

LCSEA members working nine months or less will have fringes and dues deducted over nine months. LCSEA members using spread pay will have voluntary deductions over 12 months. (Examples are medical insurance, YMCA membership, 403Bs etc...)

## **ARTICLE 31** **ATTENDANCE OF-LCSEA MEMBERS' CHILDREN**

An LCSEA member 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 LCSEA member enrolling his/her child in a special education program in the district.

## **ARTICLE 32** **LIFE INSURANCE**

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

**ARTICLE 33**  
**HOLIDAYS**

**Section 1 Paid Holidays for All**

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

All LCSEA members

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

**Section 2 Paid Holidays for 12 Month Employees**

Twelve Month LCSEA members (In addition)

July 4  
Day before Christmas  
One-half day Good Friday  
Day after Thanksgiving

**Section 3 Holiday Pay**

When it is necessary to call regular LCSEA members to work on the holidays listed in this contract for the performance of work, such LCSEA member shall be paid for the holiday (see section 1 or 2 whichever applies) plus for all hours actually worked computed at two (2) times his/her rate of pay.

**Section 4 Absence of Holiday**

If a holiday is observed while such LCSEA member 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 LCSEA member is on an unpaid leave

status when a holiday is observed, the LCSEA member shall not be compensated.

**Section 5 Issuance of Checks on Holidays**

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

**ARTICLE 34  
VACATIONS**

**Section 1 Vacation Earned**

All eligible 12 month LCSEA members shall receive vacation leave with pay in the following manner:

<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**

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

**Section 3 Prorated Vacation Pay**

If an LCSEA member 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 Guidelines for Vacation Days**

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 LCSEA members will be available at all times to cover the various classes of work. The Board will allow LCSEA members 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 LCSEA member's seniority within the building/department he/she is employed.

**Section 5 Time Sheets and Vacation Pay**

To be advanced Vacation Pay, an LCSEA member must apply for Vacation Pay by timesheet. This must be submitted on the time sheet which addresses the last pay while in attendance.

**Section 6 Accrual of Vacation Days for 12 Month LCSEA Employees**

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

- |    |             |   |                     |
|----|-------------|---|---------------------|
| 1. | Two weeks   | = | .83 days per month  |
| 2. | Three weeks | = | 1.25 days per month |
| 3. | Four weeks  | = | 1.67 days per month |
| 4. | Five weeks  | = | 2.09 days per month |

**ARTICLE 35  
SEVERANCE PAY**

A classified LCSEA member who is eligible to receive retirement benefits and who upon leaving the employment of the district retires and will receive benefits from the State 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 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 36  
PICKUP**

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

If the LCSEA member 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 37** **BOARD PAID REQUIREMENTS**

The Board shall pay for training as required or mandated by the administration.

The Board is responsible for the cost of the initial employment qualifications for all LCSEA members including physicals, fingerprinting and drug screening.

The Board is responsible for the LCSEA member's initial certifications and maintenance of such certifications only for those requiring C.D.L. including bus training employees.

LCSEA members who are required to go for an off-site drug/alcohol testing or physical beyond the work day shall receive a minimum of one hour of pay.

### **ARTICLE 38** **NON-DRIVING PAID FUNCTIONS**

Bus drivers shall receive 1.5 hours of payment one time each school year for performing non-driving functions such as route sheet development and developing a seating chart by September 30<sup>th</sup> of the current school year.

### **ARTICLE 39** **CALL IN AND REPORTING PAY**

#### **Section 1 Call-In Pay**

Any mechanic who is requested 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 LCSEA members' regularly scheduled work day, will receive a minimum of two (2) hours pay at the applicable hourly rate.

Mechanics shall be entitled to two hours' pay at their regular rates of pay for each day spent in on-call status, exclusive of and in addition to any hours actually worked. An LCSEA member who is assigned "on-call" status as a mechanic shall be required to report to work within forty-five (45) minutes of notification from the Transportation Supervisor and/or designee. In the event an LCSEA member fails to report within the prescribed forty-five (45) minutes, the LCSEA member may be subject to discipline

which shall include pay forfeiture and possible suspension and/or termination.

### **Section 2 Reporting Pay**

Any LCSEA member 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 Board cannot provide work for the LCSEA member.

### **Section 3 Payment for Meetings**

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

If said meeting is a required group meeting, members will be reimbursed a minimum of one hour at his/her regular rate of pay.

### **Section 4 Safety Meetings**

All LCSEA members are required to attend safety meetings or be subject to a written reprimand. Excused absences are at the sole discretion of the transportation supervisor. Attendance shall be required at a make-up meeting.

### **Section 5 Head Mechanic Absence**

In the event a Head Mechanic, 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.

## **ARTICLE 40 BUS MECHANIC STIPEND**

A stipend of \$250.00 will be paid to each mechanic for holding and maintaining either of the following A.S.E. certifications: "master school bus technician" or "master medium/heavy truck technician" payable annually on the first pay in September after obtaining the certification.

The Board shall pay for the actual cost of the ASE tests.

## **ARTICLE 41**

### **UNIFORM ALLOWANCE**

Bus mechanics shall receive five (5) uniform changes per week.

### **ARTICLE 42** **TOOL REPLACEMENT**

The Board shall replace broken tools used by bus mechanic LCSEA members during the course of their employment. To be eligible for reimbursement, the LCSEA member must submit the broken tool to the Transportation Supervisor or business operations with an explanation of the cause of breakage.

# Section 5 Duration

## ARTICLE 43 LENGTH OF CONTRACT

The term of this agreement shall be for a period of three (3) years beginning July 1, 20011 and ending June 30, 2014.

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

LEBANON CITY SCHOOL  
LCSEA MEMBERS ASSOCIATION

LEBANON CITY SCHOOL  
DISTRICT BOARD OF  
EDUCATION

By: Jearna Justice  
Negotiating Team Member

By: Ether B. Larson  
President Board of Education

Date: 10/3/11

Date: \_\_\_\_\_

By: Leise Hunter  
Negotiating Team Member

By: Chip Bonny  
Board Member

By: Diann Alexander on  
leave and now re-signed  
Negotiating Team Member

By: Mark Roth  
Superintendent

By: Gregg Kraft no longer  
exists  
Negotiating Team Member

By: P. J. J.  
Treasurer

By: Ronnie Brooks  
Negotiating Team Member

By: W. Stanton  
Director of Human Resources

By: Niroshan M. Wijesooriya  
Attorney representing LCSEA

By: Bill Hester  
Transportation Supervisor

# Appendix

## MEMORANDUM OF UNDERSTANDING BETWEEN LCSEA AND LEBANON CITY SCHOOLS

There will a committee formed during the 2008-2009 school year to study and review the establishment of a full time floating driver. The floating driver will be available daily and trained as required. The committee will consist of 3 LCSEA members and 3 members of administration.

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<b>Addendum A</b>	<b>Salary Schedule</b>
<b>Addendum B</b>	<b>Grievance Forms</b>
<b>Addendum C</b>	<b>Attendance Incentive</b>
<b>Addendum D</b>	<b>Annual Spread Pay Election</b>

**Lebanon City School District**  
**Lebanon City Schools Employee Association (LCSEA) Salary Schedule**  
**2011-12, 2012-13, 2013-14 School Years**

<b>TRANSPORTATION</b>	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
Bus Drivers	16.79	17.04	17.24	17.42	17.64	17.84	18.04	18.24	18.44	18.64	18.84	19.01	19.24	19.45	19.68	19.90	20.14	20.39	20.62	20.87	21.12	21.38	21.64	21.91	22.17	22.64	
Head Mechanic	17.53	17.74	17.86	18.10	18.29	18.43	18.59	18.86	18.86	19.15	19.56	19.56	19.56	19.89	19.89	20.47	20.47	20.47	20.74	20.74	21.10	21.30	21.40	21.40	21.40	21.40	22.13
Mechanic	15.57	15.84	16.09	16.27	16.47	16.68	16.94	17.12	17.12	17.53	17.98	17.98	17.98	18.58	18.58	18.89	18.89	18.89	19.17	19.17	19.51	19.69	19.81	19.81	19.81	19.81	20.53
Aide Class I - General	10.35	10.57	10.79	10.99	11.23	11.45	11.69	11.91	11.91	12.10	12.32	12.32	12.32	12.60	12.60	12.77	12.77	12.77	13.09	13.09	13.43	13.56	13.79	13.79	13.79	13.79	13.98
Aide Class III - Special Needs	12.53	12.82	13.10	13.41	13.70	14.05	14.37	14.62	14.62	14.95	15.26	15.26	15.26	15.55	15.55	15.87	15.87	15.87	16.15	16.15	16.56	16.72	16.93	16.93	16.93	17.25	

**OTHER**

Crossing Guard - Elementary	26.77
Crossing Guard - Secondary	44.12 Per Day
Field Trips	12.84
Instructor Pay	Regular Hourly Rate
Seasonal Rate	11.53

Board Approved: July 26, 2011

**LEBANON CITY SCHOOLS  
LCSEA**

**Formal Grievance Presentation** (To be completed by aggrieved employee)

Aggrieved Employee \_\_\_\_\_ Date \_\_\_\_\_

Home Address \_\_\_\_\_

Classification \_\_\_\_\_ Supervisor \_\_\_\_\_

**Discussion of Grievance**

Article 9 under Governing Provisions of the Master Agreement requires an employee having a grievance to discuss the grievance with his/her immediate supervisor prior to lodging a written grievance.

This discussion was held on (date) \_\_\_\_\_

At (time) \_\_\_\_\_ with (supervisor) \_\_\_\_\_

**Written Statement of Grievance**

As defined in Article 9 under Governing Provisions of the Master Agreement

**Action Requested** Please use back if needed.

Date filed \_\_\_\_\_

(Form to be filed directly with the Transportation Supervisor)

\_\_\_\_\_  
(Signature of aggrieved Employee)

\_\_\_\_\_  
(Signature of Transportation Supervisor)



## **Addendum C**

**Addendum D**

**EMPLOYEE NOTICE OF ELECTION FOR ANNUALIZED SALARY**

This is to notify the Lebanon CSD that I have elected by August 1<sup>st</sup> to have my salary paid to me over a 12 month period in 26 bi-weekly installments starting in the upcoming school year.

In the event a separation from service occurs before the end of the 12-month payment period, I will be entitled to payment for the amount I have actually earned from the beginning of the 12-month pay period until the date of my separation from service, but which has not yet been paid. This additional payment will be included in my final paycheck.

This notice is irrevocable for any particular school year, and may not be changed or withdrawn after the beginning of the school year in which I am working. This notice will be effective for the 20\_\_-20\_\_ school year and all following school years, unless I choose to change my election to the 21 pay option per the negotiated agreement. The district must be notified of changes by July 31 prior to the beginning of that school year.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Building: \_\_\_\_\_