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NEGOTIATED AGREEMENT

BETWEEN

THE ZANESVILLE CITY SCHOOLS
BOARD OF EDUCATION

AND

THE OHIO ASSOCIATION OF PUBLIC
SCHOOLS EMPLOYEES/AFSCME, AFL-CIO
OAPSE LOCAL #003

JANUARY 1, 2009 – DECEMBER 31, 2011

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ARTICLE I
PREAMBLE

1.1 This Agreement is entered and between the Zanesville City Board of Education, hereinafter referred to as the "Board" and Local 003 of the Ohio Association of Public School Employees (O.A.P.S.E.)/AFSCME LOCAL #4/AFL-CIO hereinafter referred to as the Union.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The Board retains the sole right and authority to manage the schools of the Zanesville City School District. Except as limited by the specific terms of this Agreement this shall include, but not limited to, the right to direct the Civil Service work force; to decide the duties to be performed; to decide the means, methods and equipment to be used; to assign, transfer and promote the employees; to schedule the days and hours of work, and starting and quitting times of employees; to hire, discharge, and discipline employees; and to make such rules and regulations as are necessary to maintain the orderly and efficient operations of the schools.

2.2 The Board will not subcontract work which would result in bargaining unit employees being laid off and/or having their regular hours or days of employment reduced.

ARTICLE 3
RECOGNITION

3.1 The Board recognizes the Union as the sole and exclusive bargaining representative for permanently appointed classified employees, as specified in the salary schedules contained in this Agreement, in the following departments:

Transportation
Food Services
Maintenance
All Aides/Library Tech
Van Driver
Fleet Manager

3.2 All other employees, including supervisors and substitute employees, shall be excluded from the bargaining unit.

3.3 The Board shall negotiate the wages of any newly created position(s) or classification(s) within the bargaining unit and will subsequently attach such position(s) or classification(s) as an addendum to this Agreement.

3.4 If the Union obtains certification as the exclusive representative for any other classifications according to O.R.C. 4117, the Board agrees to include those classifications in this bargaining unit by attaching such classifications as an addendum to this Agreement.

ARTICLE 4
UNION SECURITY AND DUES DEDUCTION

4.1 The Board agrees to deduct from the paychecks of the employees, Union dues for every employee who authorizes the Board to do so in writing.

4.2 Union dues shall be forwarded by the Union to the Union State Treasurer each month along with a list of all employees for whom dues have been deducted.

4.3 Deductions, for Union dues, will be deducted twenty-four (24) equal installments for all employees except those paid by requisition. Twelve (12) month dues deductions will begin in September and will end in August of each year.

4.4 The amount of dues and service fees to be deducted shall be filed in writing with the Treasurer of the Board no later than September 15 of each year.

4.5 The Union agrees to hold harmless the Board and the Treasurer of the Board against the any claim rising out of the provisions of this Article.

4.6 In recognition of the Union's service to the bargaining unit, employees who are not Union members will share in the financial support of the Union by paying to the Union a service fee equivalent not to exceed the amount of dues uniformly required to members of Local #003 of the Ohio Association of Public School Employees. The payment of dues or a service fee shall be a condition of employment.

A. Individuals in the bargaining unit hired during the effective or amended term of this Agreement, will within forty-five (45) calendar days of employment, pay to the Union the dues or the service fee calculated on a pro-rated basis from date of employment.

B. It shall be the responsibility of the Union to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matters opposed by the unit member which are not related to the purposes of administration of or negotiating the Agreement or grievances.

C. Payments by unit members holding religious conscientious objections shall be governed by O.R.C. 4117.09 (Q).

D. The Board's obligation to deduct the service fee shall terminate upon a change to a position outside of the bargaining unit.

4.7 The Board will deduct dues from the pay of employees who are members of the Union upon receipt of written authorization cards. Any employee may revoke such authorization by giving written notice to the Board at any time during the period of August 21-31 each year.

4.8 If for any reasons the Board fails to make a deductions for any employee as provided above, it shall male that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention in writing by the employee.

4.9 The Board agrees to deduct from the wages of any employee who is a member of the Union a Public Employees Organized to Promote Legislative Equality (PEOPLE) donation as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Board. The Board agrees to forward PEOPLE deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made.

4.10 The Union shall hold the Board and its designees harmless in any disputes arising out of the dues deduction process. The Union agrees to assume complete responsibility for resolving disputes arising out of the dues deduction procedure. The Board's obligation to deduct dues shall automatically terminate upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit.

ARTICLE 5
COVERAGE

5.1 The Union has bargaining rights for all employees in the bargaining unit on the following receipts:

(A) Wages, hours, fringe benefits, and other matters of economic welfare
(B) Working Conditions
(C) Grievance Procedures
(D) In-Service Training
(E) Membership Dues Deductions

ARTICLE 6
NEGOTIATION PROCEDURES

6.1 Either party may request the opening of negotiations by submitting such request in writing to the other party no more than ninety (90) days or less than seventy-five (75) days prior to the expiration of this Agreement. After such a request is received the parties shall meet at agreeable times and places for the purpose of negotiating an Agreement. The initial meeting shall take place no less than forty-five (45) days prior to the expiration of this Agreement. The parties shall exchange proposals at the initial meeting.

6.2 Neither party shall have authority over the selection of the other party's bargaining team. Each party may be represented by a maximum of seven (7) persons. Bargaining unit members who serve on the bargaining team shall be paid their regular wage for all meetings conducted during working hours. The parties agree that their respective representatives shall be cloaked with the authority to make proposals and concessions.

6.3 Either party may request a caucus during negotiations not to exceed one (1) hour unless an extension is mutually agreed to.

6.4 In addition to the negotiations team, each team shall be authorized to admit consultants, not to exceed two (2) at any one (1) meeting.

6.5 The Superintendent shall furnish the Union, and the Union will furnish to the Superintendent, upon reasonable request, all available information pertinent to the issues under negotiation.

6.6 As agreement is reached on individual teams, such items shall be initialed by both parties.

6.7 Agreement

A. When Tentative Agreement has been reached on all issues, it shall be submitted to the Union membership for ratification and to the Board for ratification within thirty (30) days after ratification by the bargaining unit. Upon affirmative action by the Union and the

Board, the Agreement shall be signed by both parties and become a part of the official minutes of the Board. Both parties agree to abide by the terms and conditions contained in the Agreement.

B. The Union shall be responsible for advising the members relative to the terms and conditions of the Agreement.

6.8 Disagreement

A. Either party may declare an impasse and request that all unresolved issues be submitted to mediation. Upon the receipt of a written request by either party that an impasse has been declared, a request shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached through mediation, the parties may initiate the provisions of Section 4117.14 (D) (2) and 4117.15 of the Ohio Revised Code.

B. The cost of employing all mediation services shall be shared equally by the Union and Board.

C. It is also agreed by the Union and the Board that the procedures outlines in this agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code.

D. In the event the parties are unable to reach agreement upon the expiration of the current Contract, the expiration date of the Contract may be extended by mutual consent.

ARTICLE 7
CONSISTENCY WITH LAW

7.1 If any provision of an Agreement between the Board or the Union shall be found contrary to law, then such provisions or applications shall not be valid, but all other provisions or applications shall continue in full force and effect.

ARTICLE 8
DISCRIMINATION AND COERCION

8.1 There shall be no discrimination or intimidation by the Board or the Union against any employee because of race, color, creed, sex, age, national origin, handicap, membership or non-membership in the Union.

8.2 The Zanesville City Schools is an equal opportunity employer and will employ and promote personnel without discrimination by race, creed or sex.

ARTICLE 9
UNION REPRESENTATION

9.1 The Union Local President or his/her designee and/or Union Field Representatives shall have access to bargaining unit members at their place of work before the start of and after the completion of the work day and during the work shift when such access will not directly disrupt work assignments.

9.2 Time spent providing Union representation for grievance dispositions and discipline investigations scheduled by the Board during regular work hours will not be deducted.

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 Definitions

A. "Grievance" shall be defined as a dispute concerning the application or interpretation of the provisions of the negotiated Agreement.

B. "Days" as used in this article shall mean working days, Monday through Friday.

C. "Grieving" shall mean the unit member(s), or Union, alleging that a grievance has occurred.

10.2 Rights

A. Bargaining unit members who use the grievance procedure and other participants in the grievance procedure shall be assured freedom from appraisals. All grievance records shall be maintained in a file separate from the personnel files.

B. A grieving shall have the right to a Union representative at all levels of the grievance procedure.

C. A grievance may be withdrawn at any level without prejudice.

10.3 Procedure

Step 1 When a grievance arises, the grieving shall discuss the matter with his/her immediate supervisor/principal in an attempt to resolve the matter informally within ten (10) days from the date on which the grieving knew or should have reasonably known of the incident which is the basis of the complaint.

Step 2 If the grievance is not resolved to the satisfaction of the grieving through informal discussion, the grieving shall, within fifteen (15) days from the date on which the grieving knew or should have reasonably known of the incident which give rise to the grievance, submit the grievance in writing to his/her immediate supervisor/principal on the grievance form. Within five (5) days of the receipt of the grievance the immediate supervisor/principal shall hold a hearing and within five (5) days render a decision on the grievance and communicate such decision to the grieving on the grievance form.

Step 3 If the grievance is not resolved to the satisfaction of the grieving in Step 2, the grieving shall, within five (5) days of the receipt of the response form his/her immediate supervisor/principal, submit the grievance to the Superintendent on the grievance form.

Within five (5) days of the receipt of the grievance, the Superintendent shall conduct a hearing on the grievance. Within five (5) days of said hearing the Superintendent shall render a decision on the grievance and communicate such decision to the grieving on the grievance form.

Step 4 If the Union determines that the grievance has not been satisfactorily resolved at Step 3, the Union may appeal the grievance to arbitration. The appeal to arbitration shall be made within fifteen (15) days of the receipt of the response from Step 3 by serving written notice of such appeal to the Superintendent and the American Arbitration Association.

A. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the American Arbitration Association.

B. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement.

C. The arbitrator must base his/her decision upon the specific articles and sections of this Agreement. He/she shall have no power to substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.

D. The decision of the arbitrator, if rendered within and in accordance with the above stated power, shall be final and binding on OAPSE Local #003, its members, the employee or employees involved, and the Board.

E. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

10.4 Grievances which are not timely filed throughout the grievance procedure shall be deemed to be withdrawn by the grieving and OAPSE Local #003.

10.5 If the Board falls to respond to or otherwise process a grievance within the time limits set forth herein, the grievance shall automatically proceed to the next Step of the procedure.

10.6 Grievance forms shall be jointly developed by the Board and the Union.

ARTICLE 11
SENIORITY

11.1 Upon employment there shall be a probationary period of ninety (90) working days for all employees. Upon completion of the probationary period, a newly hired employee's seniority shall be computed from the original date of employment. If two (2) or more employees are hired on the same day they shall be placed on the seniority list by draw. These employees shall be present for the draw.

A. A permanent employee shall be defined as a classified employee who has been appointed by the Board to fill a bargaining unit position and has successfully completed a probationary period.

B. A probationary employee shall be defined as someone newly appointed by the Board in a job classification in the bargaining unit who is serving a probationary period. Probationary employees are in the bargaining unit, however, their dismissal shall not be subject to the grievance procedure.

11.2 System seniority shall be defined as the length of service by any employee wit the school system as computed from the employee's most recent date of hire.

11.3 Department seniority shall be defined as the length of service by an employee in a particular department as computed from the most recent date of entry into such job application.

11.4 Classification seniority shall be defined as the length of service by an employee in a particular job classification as computed from the most recent date of entry into such job classification.

11.5 When an employee transfer to or bids into another classification, such employee shall serve a probationary period not to exceed fifteen (15) work days in the new classification. When an employee does return to his/her previous classification under the provisions of this Section, his/her seniority shall be credited with all seniority rights accrued prior to the commencement of the leave.

11.6 When an employee is on Workers' Compensation leave due to an injury or illness sustained in the course of employment, he/she shall continue to accumulate seniority for the duration of such leave. When a bargaining unit member returns from other unpaid leave of absence, he/she shall be credited with all seniority rights accrued prior to the commencement of the leave.

11.7 The OAPSE Local President shall be provided, upon request, with updated seniority lists which shall state the hire dates, department seniority, classification seniority, and position on pay schedule for bargaining unit members in each classification.

11.8 Seniority termination of employment can result from the following:

(A) Voluntary termination of the position by the employee
(B) Discharge for just and proven cause
(C) Retirement

11.9 Termination may be made for just and proven cause, or the employee reduced to lower rank, by recommendation of supervising manager with concurrence and actions as by decision of Superintendent of Schools.

ARTICLE 12
JOB BID AND TRANSFER

12.1 The Board will use seniority and qualifications as determining factors in the filling of vacancies or the assignments of work locations within job classifications.

12.2 When a vacancy or newly created position arises, a notice of such position shall be posted in all work locations in an area easily accessible to all employees. Such notices shall include the job title, work locations, and the rate of pay for the position. Job descriptions will be available upon request. A copy of each notice shall be sent to the OAPSE Local President.

12.3 The notice shall be posted for a period of nine (9) calendar days during which time any employee may bid on the position by serving written notice to the Superintendent or his/her designee. The Union President shall be notified of the names of all employees who bid on a vacancy no later than five (5) days after the receipt of such bid.

12.4 Transfers will be awarded within nine (9) work days after the close of the bidding period. If more than one (1) employee with sufficient ability applies for a vacancy, the vacancy shall be awarded to the employee within the classification with the highest job classification seniority. A trial period of five workday(s) when an employee is transferred or awarded a position. If the employee within the five (5) workday trial period wishes to return to his former position, he can do so by notifying his/her supervisor (in writing) at the end of the five (5) day trial period. The next employee who bids on the particular position shall then be transferred or awarded the position and so on.

A. For the purpose of this Article, the cafeteria department shall consist of two (2) classifications, head cooks and all other cafeteria workers, regardless of the number of hours worked.

B. Transfer in the second classification will be decided equally upon department seniority and qualifications.

C. Building seniority will be used to determine Saturday work assignments at Zanesville High School. Prior to posting a custodial vacancy which occurs at Zanesville High School, the custodian agreed to the work week position which includes the Saturday assignment shall have the opportunity to transfer to a Monday through Friday position.

D. Voluntary transfers initiated between two (2) employees will not be permitted. (i.e., Employees will not be allowed to exchange hours of employment or shifts prior to posting a vacancy at a work location except as provided for in 12.4.

12.5 If no bids for a position are received from within the classification in which the vacancy exists, the vacancy shall be awarded to the employee in the department who has the highest degree of qualification, skill and ability to

perform the work in question. If the qualifications, skill and ability of the two (2) or more qualified applicants are subsequently equal, department seniority shall govern. A trial period of five workdays when an employee is transferred or awarded a position. If the employee within five (5) workday trial period wishes to return to his former position, he can do so by notifying his/her supervisor (in writing) at the end of the five (5) day trial period. The next employee who bids on the particular position shall then be transferred or awarded the position and so on.

12.6 If no bids for a position are received from within the classification or department in which the vacancy exists, the vacancy shall be awarded to the applicant who has the highest degree of qualifications, skill, experience, and ability to perform the work in question. (If the qualifications, skill, experience, and ability of the two (2) or more qualified applicants are substantially equal, system seniority shall govern. A trial period of five (5) workdays when an employee is transferred or awarded a position. If the employee within the five workday trial period wishes to return to his former position, he can do so by notifying his/her supervisor (in writing) at the end of the five (5) day trial period. The next employee who bid on the particular position shall then be transferred or awarded the position and so on.)

12.7 When it becomes necessary for the Board to fill a position for which no bid has been received, or to otherwise involuntarily transfer a bargaining unit member, the least senior bargaining unit member in the appropriate job classification shall be transferred to said position.

12.8 The Union Local President shall be notified in writing of the name of the employee who is awarded the position no later than five (5) days following the award.

12.9 <u>TEMPORARY BIDS</u>

When a position will be vacant due to a long term absence of three (3) weeks or more of an employee, the District shall post said position for temporary bid. The position will be bid with the understanding that when the absent employee returns, the bidding employee will return to his former position. The bidding employee's position will be filled with a substitute. The vacant position shall be posted for three (3) calendar days. Interested employees shall sign the bid sheet in the Assistant Superintendent's office within the three days. The bid will be awarded to the most senior employee in the building within two (2) calendar days. If the position is not filled from within the building, the bid will be awarded to the most senior employee in the district.

A. Temporary bid will not be filled over the summer months.

ARTICLE 13
REDUCTION IN FORCE

13.1 Whenever it becomes necessary for the Board to reduce the number of employees in a job classification due to lack of work or lack of funds, layoffs shall proceed in the manner set forth in this Article.

13.2 In any classification of work, employees shall be laid off first beginning with the least senior employee and continuing in reverse order of seniority.

13.3 In any classification of work, regular employees shall be the last employees laid off, beginning with the least senior employee and continuing in reverse order of seniority. In the cafeteria classifications, employee shall be categorized by the number of hours worked per day. Categories within classifications shall be seven (7) hours, five (5) hours, three (3) hours, and two (2) hours, etc.

13.4 Any employee who is laid off under the above provisions shall have the right to bump the least senior (job classification seniority) employee in the next lower (i.e., lower paying) job classification within the same department. The employee exercising bumping rights must have more department seniority than the displaced employee and must be qualified in the lower classification. For the purpose of this Article, lines of retrogression shall be as follows:

Food Service (i.e. Cafeteria)	Maintenance
Head Cook	Head Maintenance
to	to
Lunchroom Manager or	Engineer
Cook/Cashier/Dishwasher or	to
Stockroom Supplier	Carpenters or Couriers or
	Painters
to	to
	Head Custodian
Server/Monitor	Ground Crew, Maintenance
to	Helper, or Ground Crew Chief
Monitor	
	to
	Custodian

All Aides/Library Tech– shall be considered one classification for purposes of RIF and bumping.

13.5 Any employee who is to be laid off shall be given written notice of such layoff at least ten (10) work days before the effective date of the layoff and a copy of such notice shall be sent to the OAPSE Local President.

13.6 Any employee who is laid off shall maintain recall rights for a period of one (1) year. This section shall apply to any employee laid off after July 1, 2006. Any employee who is currently on lay off status and was laid off prior to July 1, 2006 shall retain recall rights for a period of two (2) years. Recall from the layoff list shall occur in reverse order of layoff with the last employee laid off in the classification recalled first.

A. In compliance with COBRA law, employees shall have the option to pickup all insurance benefits at the Board rate within 60 days after separation from employment and payment shall be remitted to the Board Treasurer by the (15th) of each month.

B. Employees on the layoff recall list who are called back for short-term or temporary employment shall not be required to work out of their classification.

C. Employees called back to work on short-term or temporary work shall have their recall time extended the amount of days worked to protect their one (1) year recall rights. The grandfather language in 13.6 above shall apply to this section as well.

13.7 Notice of recall shall be sent by Registered Mail to the employee's last known address. A laid off employee who receives notice of recall shall have ten (10) work days from the date of receipt to accept or reject the recall by the Board. Failure to respond in writing within ten (10) work days shall constitute a rejection of recall. Rejection of recall shall forfeit all recall rights.

ARTICLE 14
HOURS OF WORK

14.1 The normal week for bargaining unit members shall consist of five (5) consecutive days, Monday through Friday, except where the operation of the school district makes another schedule imperative. The work week shall begin at 12:01 a.m. on Monday and run through midnight on Sunday.

14.2 The normal work day for bargaining unit members shall consist of continuous hours of work except for bus drivers and shall be eight (8) hours a day and forty (40) hours per week for twelve month employees.

14.3 A. The following schedules shall constitute work shifts in the school district for custodial/maintenance employees:

SHIFT	STARTING TIME	
First	5:00 a.m.	8:00 a.m. (11/26/02)
Second	10:00 a.m.	1:00 p.m.
Third	2:00 p.m.	4:00 p.m.
Fourth	10:00 p.m.	12:00 midnight

B. Within work locations, shift changes and starting times within the shifts shall be conducted by classification seniority. Two (2) weeks notice will be given for changes to the regular starting time of shifts.

C. Ground crew employees' starting times, with the exception of the stadium worker(s), shall be the same.

14.4 When a seven (7) hour Cafeteria II employees is absent from work, if needed the position shall be filed by a five (5) hour employee in the work location. When a five (5) hour Cafeteria II employee is absent from work, if needed the position be filled by a three (3) or two (2) hour employee in the work location. These assignments shall be made on a rotating basis. In the event the short hour job must be filled, a substitute may be called.

A. When one employee is absent from their assignment,, every effort will be made to assign a substitute a substitute, if available.

14.5 Each seven (7) and eight (8) hour employee is entitled to one (1) fifteen (15) minute rest period during each half of shift (4 hours) and one half hour (1/2) paid lunch per day.

14.6 Principals are to be aware of lunch problems and see that the custodians and aides will be permitted thirty (30) minutes free lunch time. (11/26/02)

14.7 All maintenance personnel shall receive a one-half hour paid lunch period per eight (8) hour day.

14.8 Each four (4) and five (5) hour employee receives a fifteen (15) minute break.

14.9 If a head custodian is absent, a custodian assigned to the same building may be temporarily assigned during the period of absence.

ARTICLE 15
OVERTIME

15.1 Any bargaining unit member who works more than forty (40) hours in a week shall be paid time and one-half (1 ½) for such hours worked.

15.2 Subject to the provision of 14.4, any cafeteria employee who works more than the straight time differential listed below will be compensated at time and one-half (1 ½) for hours in excess of the straight time differential.

(A) A regularly scheduled seven (7) hour employee must work an additional hours at regular rate before becoming eligible for time and one-half (1 ½) compensation.

(B) A regularly scheduled five (5) hour employee must work three (3) additional hours at regular rate before becoming eligible for time and one-half (1 ½) compensation.

(C) A regularly schedule three (3) hour employee must work five (5) additional hours at regular rate before becoming eligible for time and one-half (1 ½) compensation.

(D) A regularly scheduled two (2) hour employee must work six (6) additional hours at regular rate before becoming eligible for time and one-half (1 ½) compensation.

15.3 Any employee who is required to work on a Sunday shall be paid double time for all hours worked.

15.4 Food service or maintenance employees who are required to report for work at any time which in not contiguous with his/her normal shift shall be compensated for a minimum of four (4) hours subject to the above provisions.

15.5 If a bus driver is required to take a bus to the garage for repair and the time required to perform this duty extends beyond the five (5) hour working day, then he/she will receive the regular rate of pay for the extended time.

15.6 Overtime pay shall be included in the check for that pay period.

15.7 For the purpose of computing overtime, holidays (and any paid absences) shall count as time worked.

15.8 Bargaining unit members shall have the option to take compensatory time off in lieu of overtime pay. Compensatory time is subject to the approval of the appropriate district supervisor.

15.9 A food service worker will be assigned whenever kitchen equipment is used to prepare food.

15.10 A custodian will be on duty whenever the public is invited to an event or a facility is rented (public does not include Zanesville students).

15.11 Overtime, for all departments, throughout the School District shall be on a rotating seniority basis of the employees who sign the District wide seniority list. Overtime shall be first offered to the employees in their respective buildings. Then if there is still a need for overtime to be worked, it shall be offered to the first available employee who has signed the District overtime list. Employees interested in District wide overtime shall sign up each period. The sign up periods will be September 1st – 15th and March 1st – 15th of each year.

15.12 Overtime for maintenance employees: When there is a special event that takes place outside on school grounds at Zanesville High School, the grounds crew will be offered the overtime associated with the event and then any remaining overtime will be offered to the employees on the overtime list as per Section 15.11.

15.13 Overtime at each building will be posted and monitored by the head custodian.

15.14 When a substitute is not available, overtime may be offered to other custodians at the affected building.

15.15 Overtime shall include the following:

a) When an employee is on Vacation or Personal Leave, he/she shall be entitled to be offered overtime.
b) When an employee is on Sick Leave, he/she shall not be entitled to be offered overtime.
c) When an employee is on Vacation or Personal Leave, the employee will be charged with the responsibility of notifying the appropriate management personnel or other personnel that he/she will be available for overtime during this period.
d) By 12:00 p.m., on the day the employee has been notified of the overtime opportunity, said employee must respond to the call to accept the overtime.
e) After 12:00 p.m., the next employee on the overtime list shall be offered the overtime, and so on down the list until overtime is filled.
f) Management may call several employees on the overtime list to have them "waiting" to accept the overtime in case the first person offered does not accept or call back by 12:00 p.m.

g) If an overtime opportunity arises after 1:00 p.m., management may work down through the list in order to secure the first available employee. No "waiting" period for a response from an employee will be necessary.

ARTICLE 16
CALAMITY DAY

16.1 All employees shall be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity.

16.2 Any employee required to work on a calamity day shall be paid for all hours worked in addition to the calamity day pay.

16.3 When schools are dismissed early by the Superintendent while in session, employees may be dismissed at the discretion of the Superintendent. If employees are dismissed early they shall be paid their normal work day. Employees retained by specific direction of the Superintendent will be paid their normal wage plus half time for time worked beyond the dismissal time. Hours accumulated beyond the normal work day for forty (40) hours per week employees will be paid according to overtime rates.

16.4 The Board of Education of the Zanesville City School District and Local 003 of the Ohio Association of Public School Employees/AFSCME AFL-CIO do hereby agree to implement the following:

A. All bargaining unit members shall be paid for all time lost when the schools in which they are employed are closed due to a public calamity. Payment will be made on the next scheduled pay day.

B. If the District is required to be open additional school days to make up for exceeding the allowed number of calamity days, the bargaining unit members who were paid for those calamity days will be required to work the rescheduled days without compensation.

16.5 When the start of schools are delayed for one or more hours, cafeteria employees will report to work one hour after his/her regularly scheduled start time. The cooks may alter the menu for a quick and efficient service of breakfast that meets all USDA requirements.

16.6 When a calamity day is determined, the grounds crew shall stay home until they are called into work by the immediate supervisor. If the grounds crew is already at work when the calamity day is called, he/she shall remain at work and be paid for all hours worked in addition to the calamity day pay, the employees will be contacted by 5:30 a.m.

ARTICLE 17
PERSONNEL FILES

17.1 An employee shall be notified (in writing) before any evaluation of personnel action is placed in his/her personnel file.

17.2 An employee shall have access to his/her personnel file and shall have the right to attach a response to any letter, evaluation, or personnel action which is placed in the file.

17.3 Personnel files will be maintained in the office of the Director of Business Operations only, with the exception of payroll records.

17.4 After two (2) years, any personnel action that was placed in an employee's file will be removed if the employee has not repeated the offense.

ARTICLE 18
DISCIPLINE PROCEDURES

18.1 The discipline of any employee shall be for just cause.

18.2 All reductions, suspensions, removals, and demotions shall be made in accordance with the Civil Service Regulations of Ohio as set forth in Chapter 124 of the Ohio Revised Code and in accordance with either the administrative rules of the district of state personnel or the rules and regulations of the Civil Service Commission of the City of Zanesville.

18.3 Any employee shall have the right to Union representation at any discipline related meeting or hearing from which formal disciplinary action may result.

ARTICLE 19
OAPSE DAY

19.1 All nine (9) month employees shall be granted a day off from work with pay each year (an in-service day) and will be notified at the beginning of each school year which day has been selected. All twelve month employees shall be granted the day after Christmas off from work with pay. These days off with pay for the employees are in lieu of OAPSE District Day.

ARTICLE 20
SICK LEAVE

20.1 All employees in pay status will be granted fifteen (15) days of sick leave per year, or one and one-fourth (1 ¼) days per month. All other employees on pay status accumulate one and one-fourth (1 ¼) days per month for months worked. Sick leave may accumulate to a maximum of two hundred sixty eight (268) days, effective January 1, 2009,two hundred seventy (270) days effective January 1, 2010 and two hundred seventy two (272) days effective January 1, 2011.

If an emergency day, (calamity day), is called during a bargaining unit member's sick leave period, that bargaining unit member will not be charged with a sick day.

20.2 An employee who has transferred from the service of a public agency in Ohio shall be credited with unused leave in accordance with the law and proof of accumulation of leave from former employer. Allowable total leave shall not exceed the total in receiving system.

20.3 An employee may be granted full and regular pay when the employee was absent and, if called upon, able to show proof for:

(A) Personal Illness
(B) Personal Injury
(C) Exposure to Contagious Disease
(D) Pregnancy

20.4 Annual accumulated sick leave days, shall be used for: personal illness, pregnancy, adoption, illness in the family, impending death in the family, death in the family, or exposure to contagious disease. All bargaining unit members may use their accumulated sick leave allowance as of the first day of their employment year even though they have not been able to report for duty on that day.

The term "family" shall be interpreted to mean father, mother, husband, wife, children, sister, brother, stepparent, stepchildren, niece, nephew, immediate relative, in-law, grandparents, grandchildren, aunt, or uncle or a person living in the same household regularly.

(A) Six (6) unused days of sick leave to the credit of the employee may be used in the event of death in the employee's immediate family.

(B) Any employee whose personal illness extends beyond the termination of his accumulated sick leave will, at his/her written

request to be considered for a leave of absence without pay for the duration of such illness, but not to exceed two (2) years.

(C) An unlimited number of accumulated sick leave days may be used by the employee for days lost during quarantine due to illness or other's immediately affecting him.

(D) School employees shall file with the building principal that absentee report for which payment of salary is claimed.

20.5 An employee may request in writing from the Superintendent, advancement of up to five (5) days sick leave whenever a death in the employee's immediate family occurs and that employee has exhausted sick leave.

20.6 Sick Leave Incentive

Nine, Ten, Eleven Month Employees	Twelve Month Employees
0 days used - $250.00	0 days used - $300.00
1 day used - $200.00	1 day used - $250.00
2 days used - $150.00	2 days used - $200.00

Sick leave incentive pay shall be payable each year of the contract and paid in the first pay in February. The incentive period is January through December of each year.

Association leave, professional leave, public service, assault, vacation and the one unrestricted personal day shall not count against an employees incentive bonus outlined above.

20.7 Sick Leave Bank

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Allotments will be limited to participating employees for use only in case of illness, injury or non selected surgery occurring under unusual, server of emergency conditions as determined by the SLC (Sick Leave Committee). Members using a sick leave bank will upon the sixth (6th) day of absence from work receive pay from the sick leave bank. If a member is off for more than ten (10) days for the same illness and must re-apply for additional time, they do not take an additional five (5) days without pay. If an employee returns to work even for one (1) day and then is off for the same illness, they will receive sick leave pay on the sixth (6th) day of absence from work.

A. If a member is utilizing sick leave from the "Bank" when the annual enrollment occurs in January, the member will continue to be enrolled in the Sick Leave Bank and will repay the Sick Leave Bank one (1) sick leave day when he/she returns to work.

B. If a member should not be able to return to work (because of retirement, resignation, or termination) the one day sick leave that may be owed to the "Bank" will not be required to be repaid.

Members may enroll in the Sick Leave Bank during the month of January of each school year. Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed of the Sick Leave Bank are non-returnable.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the SBC of his/her intent to withdraw.

1. The SBC shall be composed as follows:

   a. The Superintendent and/or two designees.
   b. Four members appointed by the OAPSE Local President.

The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify the Bank members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

Decisions of the SBC are final.

The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Union and the Board.

2. <u>General Procedures</u>

   a. An application of an allotment from SLB will be accepted only from those individuals who have contributed to the Bank.

b. Allotments will be limited to use from personal illness and serious illness in the family. A doctor's statement is required with the application in order for the request to be considered.

c. An application will be considered only after a member has used all of his/her accumulated sick days, available sick day advances, personal days and vacation.

d. Days allotted from the SLB will be paid at 100% of the member's regular hourly rate of pay.

e. Once qualified to receive an allotment from the Bank, the maximum number of days a member may receive from SLB shall not exceed the annual number of workdays. Allotments from the SLB shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period or at the discretions of the Sick Leave Bank Committee.

f. Allotments from the SLB will be made only for absences under a member's normal hours per day. Allotments will not be made for absences not within the employees contracted days.

g. Days may not be received from the Bank for absences due to childbirth (natural or cesarean section). Utilization of the SLB for complications arising from pregnancy or childbirth may be authorized by the SBC.

h. Days may not be received from the Bank for absences due to disabilities, which qualify the member for Workers' Compensation benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

i. Whenever the total number of available days in the SLB fall below fifteen (15), the SBC require the SLB enrollees to donate up to one (1) additional day of their accumulated sick days to the Bank.

j. As of December 31st of each year, a bargaining unit member must have at least one day of sick leave accumulated in order to donate and belong to the sick leave bank. If they do not have one day then they will not belong to the sick leave bank for the following year.

   A. Nine (9) month employees are limited to forty five (45) days from the sick leave bank per calendar year.

B. Twelve (12) month employees are limited to sixty (60) days from the sick leave bank per calendar year.

C. In both cases, if the employee is off for something serious, the SLB Committee can make exceptions and grant more days to the employee in ten (10) day increments or as many days as needed to fulfill the recommendations from the attending physician.

ARTICLE 21
RETIREMENT SEVERANCE PAY

21.1 At retirement each employee, with at least ten (10) years with the Zanesville City Schools, shall be paid one fourth (1/4) of the accumulated days of sick leave to a maximum of sixty seven (67) days in 2009, sixty nine (69) days in 2010, and seventy one (71) days in 2011, and at the rate of pay in effect for his/her at time of retirement for any regular service covered by the various Ohio Employment Retirement Systems.

21.2 All severance payments shall be paid within seventy-five (75) calendar days of a bargaining unit member's retirement plan. Taxation of said payment shall be in accordance with IRS regulations. It shall be the bargaining unit member's choice on whether or not to elect to tax defer their severance payment or receive a cash payment. The severance payment may be made to the member's tax sheltered annuity if allowable under IRS regulations.

21.3 The above referenced payment shall be made payable to the family or estate of any bargaining unit member who dies while still employed by the Board.

21.4 When an employee is eligible to retire under SERS requirements, he/she may be rehired by the Board in the same or difference position following the required "waiting" period under SERS. If an employee is rehired, he/she could be placed on the appropriate salary schedule at step 10, excluding Article 30.5. Any rehired-retired employee is not eligible for severance pay when they retire the second time.

ARTICLE 22
LEAVE OF ABSENCE

22.1 Union leave with pay for the purpose of attending conferences will be granted as follows:

(A) The totality of time off with pay does not exceed thirty two (32) man hours per representative in any one calendar year unless at the invitation of the Superintendent of Schools.

(B) A written request specifying names of Union members attending the conference is submitted to the Superintendent of Schools by the President of the Union and individual at least thirty (30) days in advance.

(C) No more than three (3) employees may attend the conference, exclusive of any district or state officers who shall also be granted such paid leave, with the exception of one (1) engineer may be released to attend the conference.

22.2 Union Leave

In the event an employee of the Board is elected to a district or state office of OAPSE, the Superintendent of Schools may grant the necessary time off for performance of the functions of the position, providing that time does not exceed more than sixteen (16) working day hours in any one (1) month, except in the case of the conference meeting.

22.3 Personal Leave

A. All employees shall be granted up to three (3) days of personal leave during each school year without loss of salary. Personal leave is to be used only to conduct personal business, which cannot be scheduled outside normal working hours. Personal leave shall not be used for recreational purposes or for seeking and participating in outside employment. All three (3) are unrestricted and may be used anytime other then immediately after a holiday or recess, provided further that no more than three (3) bargaining unit members per department utilize this leave on the same day unless substitutes are available. Personal leave shall not be used prior to or immediately after a holiday or recess without the approval of the Superintendent.

B. A written personal leave request form must be submitted by the staff member applying for personal leave. Notification for personal leave shall, except in the case of an emergency, be made to the employee's supervisor at lest forty-eight (48) hours prior to such leave.

C. Unused personal leave shall be credited to a bargaining member's sick day accumulation.

22.4 Parenting Leave

Any employee requesting leave because of pregnancy shall be granted an unpaid leave of absence for a maximum of one (1) year period.

22.5 Absence in Responsible to Subpoena and July Summons

The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or jury duty, shall be remitted to the office of the Treasurer before the end of the current pay period. Adherence to this regulation will result in no loss of salary.

22.6 Assault Leave

Any bargaining unit member who, in the course of performing his/her responsibilities, is assaulted and is temporarily physically disability as determined by the member's attending physician, by an injury resulting from said assault, shall be eligible for "Assault Leave" subject to the following conditions:

(A) To be eligible the member must apply for and be eligible for Worker's Compensation benefits.

(B) If Worker's Compensation is paid, the employee shall receive the difference between the benefits received from Worker's Compensation and his/her regular salary.

(C) A member may receive a maximum of fifteen (15) days as provided above or until Worker's Compensation is terminated, whichever come first.

(D) Assault leave shall not be deducted from sick leave.

(E) Any member who receives benefits under Assault Leave shall cooperate fully with the statutorily appointed school district legal authority to prosecute those responsible for the assault.

22.7 Family and Medical Leave Act

The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993. Also, the employee shall have the option to substitute all paid leaves for unpaid Family Medical Leave and shall include employees who work one thousand (1,000) hours or more per year.

22.8 Unpaid leave of absences of one year, two year etc., will require Board approval.

ARTICLE 23
HOLIDAYS

23.1 All classified employees of the Board will be granted holidays with pay and at regular rate of pay as follows:

(A) New Year's Day
(B) Martin Luther King Day
(C) Presidents' Day
(D) Good Friday
(E) Memorial Day
(F) Independence Day
(G) Labor Day
(H) Veterans' Day
(I) Thanksgiving Day
(J) Day after Thanksgiving Day
(K) Christmas Day

23.2 These days are granted only insofar as State statute requires (O.R.C. 3319.087) or enables and the pay granted then only when within the months of work of the particular employee's assignment and when he has worked the preceding and successive work day, unless, otherwise granted or approved leave by the Superintendent of Schools. When a holiday falls on Saturday or Sunday, it shall be observed on the preceding or following day.

23.3 Any employee who is required to work on a holiday shall be paid double time (2x) the regular rate for all hours worked.

ARTICLE 24
VACATION

24.1 All twelve (12) month bargaining unit members shall be eligible for vacation each year according to schedule contained in Section 24.3. Vacation will be scheduled at the convenience of the system and the employee beginning the First Monday after June 15 of a given year and completed for all within eight (8) full weeks obtaining thereafter. A bargaining unit member with four (4) weeks vacation may request one (1) week during either Christmas recess or Spring break. Employees may use vacation other than the allotted times in this Article, with the permission of the assistant Superintendent.

24.2 Where Independence Day occurs while a person is on vacation, he shall be given one other day of vacation at the convenience of the system.

24.3 All vacations will be scheduled by the supervising manager as follows:

Upon date of hire	Accrual of .83 days monthly
After completing five (5) years	Accrual of 1.25 days monthly
After completing ten (10) years	Accrual of 1.67 days monthly

Vacation balances shall be allowed to accrual up to one (1) year's allocation.

The above schedule applies to employees hired prior to January 1, 2006.

After completing six (6) months	1 week
After completing two (2) years	2 weeks – as of June 1
After completing seven (7) years	3 weeks
After completing twelve (12) years	4 weeks

The above schedule applies to employees hired after January 1, 2006.

24.4 A bona-fide schedule of the vacation schedule will be filed in the office of the Treasurer and with each principal.

24.5 If varying circumstances require the acceptance of a particular employee during vacation and if the employee agrees, he will be compensated additionally for the time of work during vacation at regular rate of pay.

24.6 Nine (9) and Ten (10) month bargaining unit members who transfer twelve (12) month positions shall be entitled to vacation according to system seniority. This Section shall apply to unit members who transfer subsequent to 01/01/88.

ARTICLE 25
BULLETIN BOARD

25.1 A board for the placement of bulletins for OAPSE Union activity will be installed and designated by the manager of facilities and these will normally be placed in the main custodial room, kitchens, bus garage, and carpenter shop with a copy for the Director of Business Operations.

25.2 The Union shall request approval for the use of the systems courier service for the distribution of notices and shall provide a copy of all notices to the Director of Business Operations.

25.3 The Union President shall notify the Director of Business Operations in writing of a list of names of all building representatives.

25.4 The Union President shall receive the financial statement and minutes of Board meetings when requested in writing.

ARTICLE 26
EXTRA TRIPS

26.1 Extra trips using all Board-owned vehicles shall be driven by full time bus drivers provided a regular driver has accepted the extra trip and is available and present for the assignment prior to the scheduled department time. If the Board's van is to be used to transport equipment, the courier will be offered the extra trip before bus drivers provided that students or other persons will not be passengers in the Van. Any extra trip request received on the day of the trip will be handled as an emergency trip, the daily trips have already assigned. If the driver declines the emergency trip, it will not count against them in the rotation for regular extra trips. An emergency trip is defined as an extra trip that is received in the bus garage after all the daily extra trips have been assigned.

The Z-Bus can only be used for curriculum related extra trips and Special Education functional curriculum.

26.2 Drivers for these extra trips shall be determined from two (2) rotating seniority list categories.

26.3 All full time drivers who wish to be eligible to drive extra trips shall sign any one or both of a day/evening trip list and weekend trip list. A day/evening trip shall be defined as any trip between the hours 12:01 A.M. Monday and 12:00 midnight Friday. A weekend trip shall be defined as any trip between the hours of 12:00 A.M. Saturday and 12:00 A.M. Monday.

26.4 The first signup period shall take place during the period of time commencing with the annual preschool bus drivers' meeting until the end of the first week of school and shall remain in effect until the following December 31. The second signup form will be from December 15 through December 31.

26.5 Names on these lists will be ranked according to classification seniority, with the most senior first and least senior last.

26.6 Day/evening and weekend extra trips will be assigned according to the respective lists.

26.7 If a driver is off on a personal/professional day or comp-time the day before or the day of a trip the driver will still be eligible for a trip. The driver will be responsible for checking with the transportation department before 7:00 a.m. on the day the driver is off.

26.8 Drivers refusing a trip when their name appears will have to wait until the rotation is complete and their names appear at the top again. Drivers who turn in three trips during a sign up period will have their name removed for the remainder of the period and must sign-up again at the beginning of the next sign-up period.

26.9 A driver making an extra trip that required the driver to remain out of the district overnight shall be compensated for four (4) hours over actual driving time. Room and meals shall be provided for the driver as they are provided for the group and emergency situations.

26.10 Bus drivers shall receive all compensation and expense money for extra trips directly from the Board. The rate of pay for extra trips shall be the driver's regular rate of pay and shall be paid from the time the trip commences to the time the trip terminates, except as provided in Section 26.9.

26.11 Pay for extra trips shall be made within two (2) pay periods from the time the trip is completed. The Board will strive to pay for extra trips within one (1) pay period from the time the trip is completed. Each paycheck shall include an attached itemized account of the compensation for each field trip during that pay period.

26.12 Bus drivers shall not be permitted to trade extra trips.

26.13 At no time will a trip be taken away from a driver after it has been handed out, unless that particular trip has been canceled. If a trip is canceled, that driver will be offered the next available trip that has not previously been assigned. If a trip becomes available after others for that day or following days have been handed out, that trip will be offered to the next eligible driver on the list. No driver will be reinstated at the top of the list or given priority over another driver for any reason if he/she is not available when trips are being distributed or when a trip is to be taken.

26.14 Drivers shall be paid for two (2) hours in the event that they were not contacted, and this reported, for an extra trip that is canceled. In addition, the driver of the canceled trip will not loose his/her place on the rotation as a result of the canceled trip.

26.15 Bus drivers who are assigned extra trips shall be in attendance with their buses, at the site of the activity during the times when they are not driving

to prepare them for the return trip. The driver must show reasonable security efforts. The coach or chaperone will remain on the bus with any student that returns to the bus without the entire group. (Sports, Band, Choir, Educational trips)

26.16 In case of emergency, when the individual at the top of either of the two lists cannot be contacted the transportation director shall use school bus personnel in an appropriate order to resolve the problem and the persons at the top of the list cannot file for payment because of not receiving this assignment. If a driver accepts a trip on an emergency basis, he/she will not be passed over on the rotation list for the next regular trip.

26.17 Anytime a field trip is scheduled where the faculty and/or students eat, the bus driver will be compensated according to the following schedule:

Lunch = $8.00
Dinner= $11.00

Drivers will need to produce a receipt for reimbursement. If no receipt is available, the driver shall receive a $6.00 certificate to Wendy's or McDonald's restaurant at the driver's choice. Drivers shall be notified, in advance of departure time, of the meal plans.

26.18 Drivers offered a trip that is scheduled to leave or return during regularly scheduled routes will have the option of either accepting the trip or running their regular route.

A. A driver taking the extra trip option will be paid a minimum of two (2) hours for that trip.

26.19 Drop off/pickup trips will be compensated for a minimum of one (1) hour.

ARTICLE 27
BUS DRIVERS

27.1 Bus driver's regular workday shall be structured as follows:

Morning Start Time	Bus leaves the bus compound to proceed to the first pick up of a student.
Morning Stop Time	Bus returns to the bus parking area after the discharge of the last student.
Afternoon Start Time	Bus leaves the parking area to proceed to the first pick up of a student

Afternoon Stop Time	Bus returns to the compound after the discharge of the last student.

27.2 The total daily time compensated for the above work days shall not be less than five (5) hours, which includes the fifteen (15) minutes each day for bus warm-up, routine maintenance, and inspection, and any other compensated time shall be in addition to such minimum work day.

27.3 Any additional run not contiguous with the morning and/or afternoon routes shall be compensated in the same manner set forth in Section 27.1.

27.4 Any extension of the work day beyond the time which is normally compensated shall be paid in addition to the regular work day.

27.5 Upon the award of a new bid for a new or vacant route, the driver shall have a trial period fifteen (15) days before he/she has to accept the new route. Any driver or aide who bids on a pre-school route will not be permitted to take an extra trip that will cause them to miss their regular route.

27.6 The Board will provide and maintain adequate restroom facilities.

27.7 The Board will reimburse bus drivers the cost of a C.D.L.

27.8 Bus drivers required to transport preschool, orthopedic, and special education students may request to have an aide assigned to ride the bus and assist the driver in maintaining student control. Requests shall be considered by the Labor Management Committee whose recommendations shall be forwarded to the Superintendent.

27.9 The Board will make every effort to eliminate overcrowding on all bus routes, and agrees to comply with all of the provisions so stated n O.R.C.

27.10 Elementary Building Principals shall provide the drivers a directory or listing of their assigned riders with the following information: Name, Address, Phone and Parents name or Babysitter or Day Care name and address.

27.11 Drivers may use and receive compensatory time in lieu of overtime with the approval of the Transportation Supervisor.

27.12 All bus drivers shall be paid at least one (1) hour at his/her rate of pay for the time spent for drug testing.

27.13 All bus drivers shall be paid at least one (1) hour at his/her rate of pay for the time spent for a physical.

ARTICLE 28
INSURANCES

28.1 The Board shall provide the following insurance coverage for each eligible employee:

(A) $20,000 term life insurance, including an equal amount of accidental death and dismemberment coverage. Premium fully paid by the Board. Employees may purchase an additional $15,000 life insurance through payroll deduction at the Board's rate, should the carrier permit.

(B) Hospitalization/major medical coverage. The employee shall pay per month for single or family health and hospitalization coverage, according to the following options contained in Appendix A.

(C) A dental care coverage, without cost to the employees, with following provisions:

1. 100% of the charges for preventive and diagnostic care at the usual, customary, and reasonable rates with no deductible amount.

2. 80% of the charges at the usual, customary, and reasonable rate for restorative work.

3. Policy shall provide for a deductible amount of $50.00 per individual, $100.00 per family, with an annual limit of $1,500.00

4. Policy shall provide for 60% of the usual, customary, and reasonable rates for orthodontic treatment with a lifetime maximum of $1500.00 per person.

28.2 The Board may select the carrier to provide insurances; however, the coverage's must be equivalent to or better than the coverage's currently in effect.

28.3 Health Insurance Investigation Committee

Convene a health insurance committee to study a new insurance plan. Membership will consist of three (3) Association representatives selected

by the Association President, and three (3) representatives of the Board, selected by the Superintendent. If the Health Insurance Committee cannot recommend a new insurance plan, then the current tradition insurance plan will remain in effect. The Insurance Committee will review the dental program.

28.4 The Board shall purchase, at no cost to the bargaining unit members, liability insurance through an approved carrier licensed by the State of Ohio.

ARTICLE 29
SALARIES AND SCHEDULES

29.1 Effective January 1, 2006, all wage schedules will increase by $.25 cents.

29.2 Effective January 1, 2007, all wage schedules will increase by 2%.

29.3 Effective January 1, 2008, all wage schedules will increase by the same percentage amount for other employees in the district.

Lunchroom Managers shall receive 2% for his/herself plus (.5%) a half percent for each employee assigned to his/her cafeteria.

Head Maintenance shall receive 3% for himself.

The parties agree to reopen the contract with in eighteen (18) months for the following articles:

Article 14 – Hours of work
Article 21 – Retirement Severance Pay
Article 29 – Wages with the possibility of retroactivity back to 1/1/2009.
Article 33 – Education Aides
New Article – Background and Fingerprinting fee

29.4 During the term of the contract, if the Board approves wage increase for any other bargaining unit in the district, the Board shall give an equal wage increase in all OAPSE bargaining unit members. The potential increase will be effective in the year in which the increase is effective for any other bargaining unit.

Steps become effective on the first working day after August 1, with the successful fulfillment of 120 paid days of the previous school year (ending June 30th).

29.5 Retroactivity

Retroactive pay for regular scheduled hours and extra hours paid out of general fund and/or Zanesville City Schools athletic account.

29.6 SERS

The Board shall pickup the employees' contribution to the SERS using the salary reduction method of pickup. This method permits the Board to provide more take home pay to its employees without expending additional Board money.

A. The amount to be picked up shall be equal to the employee's required contribution to the School Employees Retirement System. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board.

B. The pick-up shall apply uniformly to all members of the bargaining unit.

C. No employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the employer pickup.

The pickup shall apply to all compensation including supplemental earnings.

ARTICLE 30
GENERAL PROVISIONS

30.1 Student Bus Rider Supervision: Drivers will have forms made available to them in order to note inappropriate student behavior. The forms are to be turned in to the transportation supervisor. If required, a driver may telephone a principal in order to clarify the details of a student's behavior. The driver will be notified if he inquires, of the discipline given to the child.

30.2 Bus Maintenance:

(A) Work order forms will be made available to all bus drivers.

(B) Bus drives will note or check items they believe to need repair. The forms are to be turned in to the transportation supervisor.

30.3 Safety Checks. Bus Drivers: The Board shall pay the cost of checking the bus driver's driving record with the Department of Transportation.

30.4 New Employees: The Board shall make available to the OAPSE President, in writing, any new employees hired. Their classification, date of hire, and work location shall be included.

30.5 All new employees shall start at the bottom of the pay scale and the seniority list in their respective classification.

30.6 Time schedules for all buses shall be made available in each building. A copy of each schedule shall be given to each principal.

30.7 Any employee required to obtain a Boiler Operator's License shall be reimbursed for the cost of such license.

30.8 Salary Payment Procedures

A. Bargaining unit members will be paid every other Friday throughout the calendar year for a total of twenty-six payments, except when it is necessary to have a twenty seven (27) pay cycle. Prior notice shall be given when this is the case.

B. Bargaining unit members whose regular paycheck has been lost, destroyed, or otherwise misplaced shall receive a replacement check at no charge upon providing a signed affidavit.

C. Effective December 1, 2000, any person hired as a two (2) or three (3) hour per day cook, bus driver or multi-handicapped aide will be paid over the scheduled twenty-six (26) pay periods except for the 2003-2004 school year there will be twenty-seven (27) payments (or the remaining pays scheduled according to the hire date.)

30.9 A Maintenance I, II, III, IV, or V employee who requires corrective eye wear will be provided with prescription safety glasses (up to $130) if they are required to perform work which would necessitate such glasses as determined by the board. It will be the responsibility of the employee who is required to perform such work to inform his/her supervisor of the condition and the need for safety glasses. If an employee requires an additional paid of glasses due to personal negligence, replacement glasses will be provided as necessary; however, the employee will assume 50% of the cost of replacement through payroll deduction. (Maximum for 50% paid by Board is $65.)

30.10 When an employee is temporarily assigned to a higher classification, due to sick leave or leave of absence, the employee will receive the higher rate of pay for the time that was worked in the higher classification.

30.11 No bargaining unit member shall be required to use a ladder over six (6) feet for painting or washing windows, etc., unless another employee is on duty in the same general area.

30.12 Employees required to attend meetings (student discipline, bus driver meetings, etc.) other than during regular scheduled hours shall be paid either one hour or the actual time involved, whichever is greater.

30.13 Summer work will be offered to nine (9) month employees who apply to the Superintendent in writing. Vacancies will be awarded to those employees who possess the highest degree of qualifications, skill, experience, and ability to perform the available work. Head Cooks will be paid at a rate of $10.50 per hour and cooks will be paid at the rate of $9.50 per hour.

30.14 All unit members required by supervision to use personal automobiles in the performance of duties will be reimbursed at the current IRS mileage rate.

30.15 Saturday Work for Bus Drivers: Bus drivers shall be paid twenty-five cents ($.25) per hour premium for any work performed on Saturday.

30.16 Bargaining unit members may change their credit union deductions no more tan four (4) times a year (September, December, March, June).

30.17 When a custodian is assigned extensive painting, he/she will be compensated at the Maintenance III rate.

30.18 Certified personnel shall be required to attend up to three (3) unpaid meetings to cover such topics as job safety, operational procedures, and staff development. State mandated meetings will not be considered as one of the three (3). All meetings will be held Monday through Friday and will not exceed two (2) hours.

30.19 The Board will negotiate with the Union concerning the cost of any inoculations that bargaining unit members may be required to take.

30.20 When necessary, the Superintendent and/or designee will provide the driver of a school owned vehicle a gas credit card for the purpose of refueling.

30.21 Tax Sheltered Annuities

A minimum participation of twenty (20) Zanesville City School Employees is required for any new payroll deduction programs.

30.22 The Zanesville City Board of Education agrees that future changes to existing Drug and Substance Abuse Policies will be negotiated with OAPSE. AFSCME/AFL-CIO, Local #3.

30.23 The Zanesville City Board of Education agrees to negotiate the effects of the Smoke Free Workplace Policy prior to its implementations.

30.24 The Board of Education of the Zanesville City School District (hereinafter referred to as the Board) and Local #003 of the Ohio Association of Public School Employees/AFSCME AFL-CIO (hereinafter referred to as the Union) do hereby agree to implement the following:

1. The Union and the Board have met and bargained in good faith the effects of Board Policy 4112.01 as revised 6/22/93 pertaining to the Drug Free Workplace Act.

2. Any Employee Assistance Program (EAP) developed by the Board shall be administered to the Director of Business Operations. A request for assistance by an employee to participate in such program shall be kept strictly confidential by the Director.

3. All discipline or discharge of an employee from his/her position shall be appealable to binding Arbitration as outlined in the grievance procedure of the current agreement. The Arbitration process shall be the only appeal to the discipline or discharge of an employee and shall replace 124.34 ORC.

Substance Abuse

30.25 The Board of Education recognizes alcoholism and drug abuse as treatable illnesses. When such illnesses impair the performance of classified employees, the Board recognizes the responsibility to assist in the treatment of those illnesses.

A classified employee having an illness or other problem relating to the use of alcohol or other drugs will receive the same careful consideration and offer of assistance that is presently extended to classified employees having any other illness.

The responsibility to correct unsatisfactory job performance or behavior resulting from a suspended health problems rests with the classified staff member. Failure to do so, for whatever reason, will result in appropriate corrective or disciplinary action as determined by the Board.

No classified employee will have his/her job security or promotion opportunities jeopardized by his/her request for counseling or referral assistance.

Medical records of classified employees with alcohol or other drug abuse problems will be preserved with the same degree of confidence as all other medical records.

Classified employees who suspect they may have an alcohol or other drug abuse problem are encouraged to seek counseling and information on a confidential basis by contacting resources available for such service.

This policy applied to all Board classified employees.

30.26 DRUG-FREE WORKPLACE

The Board of Education believes that quality education is not possible in an environment affect by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's classified staff at any time while on District property or while involved in any District related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with District guidelines and the terms of collective bargaining agreements.

The District is concerned about any staff member who is a victim of alcohol or drug abuse and will facilitate the process by which she/he receives help through programs and services available in the community. A staff member should contact his/her supervisor or the Superintendent's office whenever such help is needed.

The Superintendent shall establish guidelines that ensure compliance with this policy and that each staff member is given a copy of the standards regarding unlawful possession use, or distribution of illicit drugs and alcohol by staff and informed that compliance with this requirement is mandatory. Such guidelines shall provide for appropriate disciplinary actions, if and when needed, which comply with the terms of any negotiated agreement.

30.27 The twelve-month custodian position at Rufus Putnam School will be scheduled between the hours of 10:00 A.M. and 2 P.M. If the number of hours for the position should increase or decrease, the position will be

reposted according to Article XII of this Collective Bargaining Agreement. If the employee who is awarded this position should hold a CDL, he/she may transport students from time to time between the hours of 10:00 A.M. and 2 P.M. However, if such employee does not hold a CDL, the trips from Rufus Putnam School will be administered according to Article XXVI Extra Trips of this Collective Bargaining Agreement.

Vacation Leave shall accumulate according to Article XXIV Vacations of this Collective Bargaining Agreement.

ARTICLE 31
LABOR MANAGEMENT COMMITTEE

31.1 If any provision of the negotiated Agreement causes a concern, or if a situation or problem arises which needs to be discussed, either the Board or the Union may request a meeting. Said meeting shall be held at a time and a place agreed upon by both parties.

31.2 The Labor Management Committee shall consist of no more than three (3) members of the unit and three (3) members of the administration. This committee shall be utilized to improve communications between labor and management and to deal with any problems arising out of a relationship. Negotiations or renegotiations of the Contract or grievance handling shall not be a function of this committee, however, clarification of the existing Agreement and the grievance process may be a function of this committee by mutual agreement of the parties.

Any resulting clarification shall be for a specific problem and shall not prejudice any specific Section of this Agreement.

ARTICLE 32
EXTRACURRICULAR EVENT

32.1 Each unit member shall present his or her school badge in order to be admitted, along with one person to all Zanesville City School sponsored activities, except commencement activities. Upon retirement, the employee will receive two (2) general admission passes to all Zanesville School sponsored activities.

32.2 An employee id badge will enable a unit member to purchase season football and basketball tickets for the difference in price between general admission and reserved.

32.3 Persons charged with the responsibility for the administration of school sponsored activities may require unit members to secure such tickets at a pre-designated time and place.

32.4 Employees who are granted release time from their work assignment shall not be in gainful employment at the Board sponsored activities.

ARTICLE 33
EDUCATIONAL AIDES

33.1 Each school year, all aides shall receive a calendar showing his/her actual paid workdays.

33.2 When an aide attends a field trip, with the student(s), and he/she does not receive their lunch or paid breaks, he/she shall receive overtime or compensatory time according to Article XV.

33.3 When an aide receives his/her two-year Associate degree, in the area of an educational professional, he/she shall receive a $250.00 stipend per year and a pay increase of $.25 per hour.

33.4 Educational Aides are only to attend parent/teacher conferences if requested by the building principal.

33.5 If the regular teacher is not in the building, and there is no substitute to cover the class, and no teacher in the building is able or willing to cover the class according to the teacher contract then at that time the educational aide will be paid an additional $5.00 per forty minute (40) period to cover the class.

ARTICLE 34
TERMS OF AGREEMENT

34.1 The written provisions of this Master Agreement between the Ohio Association of Public School Employees, Local #003, and the Zanesville City Board of Education represents the entire and complete Agreement between the parties and all negotiable matters. Both the Board and the Union shall honor the agreed upon terms during the length of the Agreement. The Agreement shall run from January 1, 2009 until midnight December 31, 2011.

FOR OAPSE

Mary Beth Wisher

William L. Higgins

David B. Hamilton

Jason Stevens

Carl E. Stigleh Jr.

Starla Shrine

Mary McGee

FOR THE BOARD

Janet Stewart

Jim Martin

Donald E. Fear

Marvin L. Eppley

ZANESVILLE CITY SCHOOLS

TRANSPORTATION SALARY SCHEDULE

Effective
January 1, 2009

Step	Amount
0	13.86
1	13.91
2	13.99
3	14.05
4	14.10
5	14.19
6	14.24
7	14.31
8	14.36
9	14.42
10	14.50
11	14.61
12	14.72
20	14.87
25	14.92

Rev 12/08

ZANESVILLE CITY SCHOOLS

Fleet Manager Salary Schedule

Effective
January 1, 2009

Grade	Amount
0	13.94
1	13.99
2	14.08
3	14.13
4	14.26
5	14.57
6	14.63
7	14.72
8	14.77
9	14.83
10	14.90
11	15.00
12	15.11
20	15.28
25	15.31

ZANESVILLE CITY SCHOOLS

MAINTENANCE SALARY SCHEDULE

Effective
January 1, 2009

Step	MAINTENANCE I Custodian Head Custodian	MAINTENANCE II Grounds Crew Maintenance Helper Grounds Crew Chief	MAINTENANCE III Carpenters Painters Courier	MAINTENANCE IV Engineer Maintenance Helper	MAINTENANCE IV Head Maintenance
0	13.89	13.94	14.10	14.07	14.24
1	13.94	13.99	14.24	14.21	14.36
2	14.03	14.08	14.36	14.28	14.50
3	14.08	14.13	14.40	14.42	14.64
4	14.21	14.26	14.64	14.57	14.75
5	14.52	14.57	14.75	14.72	14.89
6	14.57	14.63	14.89	14.85	15.02
7	14.66	14.72	15.02	14.99	15.14
8	14.72	14.77	15.14	15.11	15.26
9	14.78	14.83	15.27	15.25	15.40
10	14.85	14.90	15.40	15.46	15.52
11	14.95	15.00	15.50	15.56	15.63
12	15.05	15.10	15.61	15.67	15.74
20	15.21	15.26	15.77	15.83	15.89
25	15.26	15.31	15.82	15.88	15.94

Head Custodian and Grounds Crew Chief receives 3% additional for himself plus 1% for each additional custodian.

Head Maintenance shall receive 3% for himself. Contracts based on twelve months, 260 days, 8 hours per day.

Steps effective first working day after August 1, 1999, with recommendations of Superintendent and Supervisors.

A new employee will receive an increment in August following the date of being granted permanent status.

Rev. 12/08

ZANESVILLE CITY SCHOOLS

FOOD SERVICES SALARY SCHEDULE

Effective
1/1/2008 & 1/1/2009

Step	CAFETERIA I Monitor	CAFETERIA I-A Server-Monitor	CAFETERIA II Courier, Lunchroom Mgr, Stockroom, Supplier/Cook, Cook-Cashier-Dishwasher	CAFETERIA III Head Cook
0	$12.59	$12.76	$13.02	$13.17
1	$12.67	$12.82	$13.08	$13.23
2	$12.73	$12.88	$13.15	$13.29
3	$12.79	$12.94	$13.21	$13.35
4	$12.85	$13.00	$13.27	$13.41
5	$12.91	$13.06	$13.33	$13.47
6	$12.97	$13.12	$13.39	$13.53
7	$13.03	$13.19	$13.45	$13.60
8	$13.09	$13.25	$13.51	$13.70
9	$13.16	$13.31	$13.57	$13.73
10	$13.22	$13.37	$13.64	$13.79
11	$13.32	$13.47	$13.75	$13.89
12	$13.42	$13.57	$13.85	$13.99
20	$13.57	$13.74	$14.00	$14.14
25	$13.63	$13.79	$14.05	$14.20

Head Cooks receive five percent (5%) additional for his or herself plus one percent (1%) for each additional cook using five (5) hours as a base guide. (Two (2) and three (3) hour employees help establish a unit or half a unit.)

Lunchroom Manager's receive two percent (2%) for his or herself plus one-half percent (.5%) for each employee assigned to his or her cafeteria.

Rev. 12/08

ZANESVILLE CITY SCHOOLS

LIBRARY TECHNICIAN SALARY SCHEDULE

Effective
January 1, 2009

Step	Amount
0	12.92
1	13.00
2	13.08
3	13.17
4	13.26
5	13.35
6	13.42
7	13.51
8	13.60
9	13.70
10	13.78
11	13.87
12	13.94
20	14.09
25	14.14

Initial placement can be up to five (5) steps for experience

One-half (1/2) step credit for each full year of college or business college.

Progression on the schedule is not automatic and will be assigned each August with recommendation of the department head and the superintendent

Rev 12/08

ZANESVILLE CITY SCHOOLS

AIDE SALARY SCHEDULE
(with OAPSE)

Effective
January 1, 2009

Step	Regular Aide	Regular Aide w/AA	HI Interpreter w/AA	MH Aide	MH Aide w/AA	MH/LPN Aide*	MH/LPN w/AA
0	$12.90	$13.16	$14.96	$13.05	$13.31	$13.16	$13.41
1	$12.98	$13.24	$15.04	$13.14	$13.39	$13.24	$13.49
2	$13.06	$13.32	$15.12	$13.22	$13.47	$13.32	$13.57
3	$13.15	$13.40	$15.21	$13.31	$13.55	$13.40	$13.67
4	$13.24	$13.49	$15.30	$13.39	$13.66	$13.49	$13.76
5	$13.32	$13.57	$15.38	$13.47	$13.74	$13.57	$13.84
6	$13.40	$13.67	$15.46	$13.55	$13.82	$13.67	$13.92
7	$13.48	$13.75	$15.54	$13.64	$13.90	$13.75	$14.00
8	$13.56	$13.83	$15.63	$13.73	$13.98	$13.83	$14.08
9	$13.68	$13.93	$15.74	$13.83	$14.08	$13.93	$14.19
10	$13.75	$14.00	$15.81	$13.90	$14.15	$14.00	$14.26
11	$13.85	$14.10	$15.91	$14.00	$14.26	$14.10	$14.36
12	$13.92	$14.18	$15.98	$14.07	$14.33	$14.18	$14.43
20	$14.07	$14.33	$16.13	$14.23	$14.48	$14.33	$14.58
25	$14.12	$14.38	$16.18	$14.28	$14.53	$14.38	$14.64

Initial Placement can be up to five (5) steps for experience

Progression on the schedule is not automatic and will be assigned each August with recommendation of the department head and the superintendent

*An Aide who is qualified and requested to sub as a nurse shall be paid an additional $2.00 per hour.

Holders of an Associate's Degree in the appropriate field will receive an additional stipend of $250.00 per year.

* An Aide position requiring RN certification shall be paid an additional 4.00 per hour.

Rev. 12/08