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# **MASTER AGREEMENT**

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between the

**TORONTO BOARD OF EDUCATION**

and the

**OAPSE LOCAL 688**

**Effective May 26, 2011 through June 30, 2011**  
**July 1, 2011 through June 30, 2014**

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## ARTICLE I – COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into at Toronto, Ohio this 26<sup>th</sup> day of May, 2011, is between the Board of Education of the Toronto City School District (hereinafter referred to as the “Board”, “District”, or “Employer”), and the Ohio Association of Public School Employees Local #688 (hereinafter referred to as the “Association” or the “Union”).

## ARTICLE II – RECOGNITION

- A. The Toronto City Schools Board of Education (hereinafter called the “Board”), recognizes the Ohio Association of Public School Employees, Local Chapter #688 (hereinafter called the “Union”), as a sole and exclusive representative for the members of the bargaining unit, which shall consist of all non-certificated, non-teaching employees including but not limited to, bus drivers, maintenance workers, secretaries, custodians, aides and cooks. Members of the bargaining unit are referred to in this Agreement as “support personnel”, “employees”, or “bargaining unit members”. Excluded from the bargaining unit are the following positions: Cafeteria Supervisor, Custodian Coordinator, Maintenance Coordinator, Assistant Maintenance Coordinator, and Bus Supervisor and all confidential, professional, supervisory, and management employees including the Superintendent’s Secretary, Treasurer, and Assistants to the Treasurer and substitute, casual, and seasonal employees. The Grasscutter shall be considered a seasonal employee and excluded from the bargaining unit.

Whenever the parties disagree as to whether a position should be included or excluded from the unit, they shall petition SERB for a bargaining unit determination in accordance with Chapter 4117.01 of the Ohio Revised Code.

- B. All members of the bargaining unit are entitled to the rights, benefits, and privileges of this Agreement unless otherwise specified.

## ARTICLE III – RIGHTS

### A. BOARD OF EDUCATION RIGHTS

Except as agreed otherwise by specific and express language in this Collective Bargaining Agreement, the Board hereby retains and reserves all rights and responsibilities conferred upon and vested in it and/or the Superintendent by the Laws and Constitution of the State of Ohio, and of the United States, to determine matters of inherent managerial policy which include, but are not limited to: areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means or personnel by which school operations are to be conducted; suspend, discipline, demote or discharge for just cause, or

lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; and take actions to carry out the missions of the school district. The Board is not required to bargain on subjects reserved to the management and direction of the school district except as affect wages, hours, terms and conditions of employment, and the continuation, modification or deletion of a provision of this Agreement.

B. ASSOCIATION RIGHTS

The Association shall have the exclusive organizational rights listed in this Article.

1. Information Concerning Board Meetings:

(a) Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of:

(1) The Board agenda

(2) The minutes of the prior regular meeting and of any special meeting within the prior thirty (30) days;

(3) Any budget or appropriation resolution.

(b) Notice of Board meeting:

The Board shall give the Association reasonable advance notice of all regular and special Board meetings.

(c) Board Meeting Participants:

Upon Notice by noon on the day of the Board meeting, the Board shall allow an Association representative a reasonable period of time to speak during the time reserved for public discussion at regular Board meetings.

2. The Treasurer shall provide the Association with a copy of the December and June financial report.

3. Directory Information:

By November 1st of each school year, the Board shall provide the Association with a list of the names, addresses, telephone numbers, and building assignments for all bargaining unit employees.

4. School Mail:

The Association has the right to use the regular school mailboxes and internal mail system.

5. Bulletin Boards:

The Association may use reasonable bulletin board space designated by each building principal in school offices for Association-related communication and notices.

6. Orientation:

The Board shall allow the Association President or his/her designee to address new non-certificated employees for a reasonable period of time during orientation meetings.

7. Use of School Buildings:

- (a) With the building principal's approval, the Association shall have the right to use the school building for Association meetings after the teacher work day when the building is not in use for school purposes.
- (b) The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provision may be made for appropriate custodial or security service. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
- (c) The Board will charge the Association only for custodial overtime costs, if any, incurred as a direct result of Association meetings.

8. Use of School Equipment:

- (a) With the principal's approval and consistent with paragraph 9., the Association may use telephones, typewriters, ditto machines, mimeograph machines, copiers, audio-visual equipment, and computers provided they are not being used or are not required for any school business or activity.
- (b) The Association will provide all their own supplies and shall promptly pay for any equipment damage caused by Association use and all long distance calls and any tax attributable to the Association's long distance calls.

9. Transaction of Association Business:

Duly authorized representatives of the Association and its affiliates may transact Association business on school property; provided, however, that no such business shall be transacted on duty time, nor shall such Association business interfere with school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours before transacting such business and sign in.

C. INDIVIDUAL RIGHTS

Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, national origin, sex, religion, or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio. The provisions of this Agreement shall be applied uniformly to all bargaining unit members without regard to race, color, age, religious creed, sex, or national origin.

D. UNION SECURITY AND DUES/FEES DEDUCTIONS

1. All employees, whether employed by the Board as regular full-time or regular short hour employees and who are eligible to hold membership in OAPSE Local 688, shall:
  - (a) Become a member of OAPSE Local 688 and execute an authorization for dues deductions on a form provided by OAPSE.
  - (b) In the alternative, the Board Treasurer shall deduct from the salaries of the employees not applying for membership a service fee in the amount set forth in a written notification by the OAPSE Local #688 Treasurer. Such notice shall be provided not later than September 15 of each school year. Such fee shall not be required as a condition of employment following the probationary period provided in this Agreement.
  - (c) Any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Association dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would non-payment of union dues under the contract.

- (d) In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.
2. Such deductions shall be made in 26 equal installments beginning with the second pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing: Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section 2(b).
  3. Payroll deduction shall occur immediately upon request or in the case of new employees, following the probationary period.
  4. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. The Board Treasurer shall forward directly to the Local Treasurer the amount deducted for the local dues. This shall be done within ten (10) days following each deduction.
  5. The Union shall defend and indemnify the Toronto City Schools, the Board of Education, and the Treasurer, in their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Toronto City Schools for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any such provision. The Union shall retain control of any appointments of legal counsel for defense and indemnification purposes. The Board shall have input into the process with the Union Attorney. Should the Board wish to retain its own attorney, it shall be at its expense.

#### **ARTICLE IV – PROCEDURAL AGREEMENT**

- A. Negotiations between the parties for a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. No more than ninety (90) days prior to the expiration of the contract term, a mutually convenient meeting date for the first negotiation session shall be arranged.
- B. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

- C. Before each negotiations session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators.
- D. When negotiations are conducted during regular school hours, released time shall be provided for the Union's negotiating team.
- E. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Negotiations teams shall consist of no more than six (6) persons.
- F. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- G. Scope of Negotiations:  
All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
- H. Exchange of Information:  
Upon reasonable advance request and at no cost, the Board will provide the Association with all available public information, in such form as it exists, related to subjects of negotiations, and the Association will provide the Board with all available non-confidential information, in such form as it exists, related to subjects of negotiations upon reasonable advance request and at no cost.
- I. Caucus:  
Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes to caucus unless extended time is mutually agreed upon.
- J. Agreement:  
When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be reduced to writing and shall be first submitted to the Association for ratification within seven (7) days and upon such ratification, submitted to the Board for its approval with seven (7) days.
- K. Copies:  
There shall be three signed copies of any final agreement; one copy shall be retained by the Board, one by the Association, and one copy shall be filed with the State Employment Relations Board (SERB).

L. Impasse:

1. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Sections 4117.14(C)(2) – (6) and any other procedures to the contrary.
2. Fifty days prior to the termination of this Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed on dispute resolution procedures in lieu of the SERB procedures contained in Section 4117.14(C)(2) – (6) of the Ohio Revised Code.
3. If no agreement is reached by the twenty-first (21st) calendar day preceding expiration of this Agreement, or some other mutually agreed date, either party may request the services of the Federal Mediation and Conciliation Services. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

**ARTICLE V – GRIEVANCE PROCEDURE**

A. DEFINITIONS AND GENERAL PROVISIONS

1. “Days” shall mean those days that the Board offices are open for business which includes all days of the year, except Saturdays, Sundays, and legal holidays specified in Section 1.14 of the Ohio Revised Code.
2. “Grievance” shall mean a claim that there has been a violation, misinterpretation, or misapplication of this Agreement.
3. “Grievant” shall mean the bargaining unit member(s) initiating the grievance or the Association. The grievant(s) shall sign the grievance. When the Association files the grievance, the bargaining unit member(s) on whose behalf the grievance is filed shall be identified on the grievance form.
4. “Immediate Supervisor” shall mean that administrator having immediate supervisory responsibility over the grievant.
5. This procedure shall be the sole and exclusive method of resolving disputes under this Agreement.
6. A bargaining unit member may present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect and as long as an Association representative has the opportunity to be present at the adjustment.

7. The purpose of this procedure is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and shall be processed as expeditiously as possible.
8. No reprisals of any kind shall be taken against any bargaining unit member initiating or participating in the grievance procedure.
9. A grievant who desires representation shall be accompanied at all times and at all steps of the grievance procedure by a representative of the Association.

B. TIME LIMITS

1. The number of days indicated at each step in the procedure shall be the maximum. Every effort will be made to expedite the procedure. Time limits may be extended only by mutual agreement of all parties concerned.
2. If the grievant does not present a grievance within twenty (20) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
5. All notices of hearing, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The Association and Superintendent shall receive copies of all notices.
6. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.

If the parties agree to hold a hearing during the regular school day, participants shall be released from their regular duties to attend the hearing without loss of pay. Arbitration hearings shall be scheduled outside the regular work day unless both parties agree in writing.

C. GRIEVANCE PROCEDURE

1. Informal Procedure: A grievance shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem.
2. Formal Procedure:

Step I. If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in quadruplicate. Copies of this form shall be retained by the grievant, and submitted to the immediate supervisor, Superintendent or his/her designee, and the Association. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting and transmit a copy to the grievant and the Superintendent.

Step II. If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within five (5) days of receipt of the Grievance Report Form meet with the grievant. Within five (5) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance and transmit a copy to the grievant, the Association and the immediate supervisor.

Step III. If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant shall within five (5) days of such disposition, request a hearing before the Board, by completing Grievance Report Form Step III and submitting the same to the Superintendent or his/her designee. Within five (5) days after receiving the Grievance Report Form, the Superintendent shall inform the grievant of the date and time of the hearing before the Board. The Board hearing shall occur no later than twenty (20) days after the Step III Form was received. Within five (5) days after the hearing, the Board President or his/her designee shall write the Board's disposition of the grievance and transmit a copy to the grievant, Association, and the immediate supervisor. Such hearing before the Board shall be in Executive Session.

Step IV. If the grievant is not satisfied with the disposition of the grievance at Step III the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step IV. Said request for an arbitration hearing may only be made through the Association after it approves, in its sole discretion, the advancement of the grievance to Step IV. The grievant's request for arbitration shall be made within ten (10) days following the receipt of the disposition of the grievance at Step III. The grievant's request for arbitration shall be by certified mail with return receipt requested and shall be directed to the Superintendent.

Within five (5) days following receipt of the grievant's request for arbitration, the Superintendent or his/her designated representative and the grievant or his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternative strike method. A toss of a coin shall determine who strikes first. Both parties reserve the right to request a second list before the parties begin selecting an arbitrator by the alternate strike method. The alternate strike method must take place within ten (10) days of receipt of the AAA list, unless otherwise mutually agreed. If either party fails to meet this timeline, the arbitrator selection will revert to AAA voluntary rules.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. Such hearing shall not be a public hearing, but limited to the parties and their representatives. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall not have any authority to rule contrary to federal law or any state law which this contract cannot supersede.

The costs of the arbitration shall be shared by the Board and the Association.

#### **ARTICLE VI – DUE PROCESS PROCEDURE**

- A. No permanent employee and no employee in the first half of the probationary period shall be terminated, suspended, demoted, or reduced in pay without just cause. If the service of a probationary employee is unsatisfactory, he may be terminated, suspended, or reduced in the second half of his probationary period and the procedures in the Article shall not apply. Prior to the termination, suspension, demotion, or reduction of a permanent employee, the Superintendent shall give the employee written notice of the charges against him, an explanation of the evidence in support of the proposed discipline and an opportunity to present his side of the story to the Board. The employee may be accompanied in the Board meeting by a representative of the Association. Such meeting before the Board of Education shall be in Executive Session.
- B. If the Board terminates, suspends, demotes or reduces a permanent employee in accordance with the Superintendent's recommendation, the Board, by adoption of a resolution, shall furnish the employee a written notice, signed by its Treasurer, of its action, specifying the grounds therefor. The employee may file a grievance concerning

the suspension, demotion, termination, or reduction in accordance with the terms of Article V, Section C. of this Agreement.

The grievance must be filed within ten (10) days after the receipt of the written notice.

- C. For the purpose of this Article, "just cause" means unsatisfactory job performance, dishonesty, immoral conduct, insubordination, violations of District policies or regulations or for other good and just case.
- D. The provisions of this Article shall supersede Section 124.34 of the Ohio Revised Code and any similar municipal civil service commission rule.

## ARTICLE VII – LEAVES

### A. SICK LEAVE

1. Support personnel shall be credited with sick leave at the rate of one and one-quarter (1 and ¼) days per month to a maximum of fifteen (15) days per year. Leave is cumulative to two hundred sixty-five (265) days.

An employee who has exhausted his/her accumulated sick leave, shall receive the difference between his/her daily salary and \$35.00 per day for 20 additional days of sickness in any one year. At the end of 20 additional days, an employee's salary terminates. An employee shall receive this additional payment only once.

2. Newly employed beginning employees shall be advanced five (5) days of sick leave at the beginning of the school year which shall be deducted from the sick leave earned during the first four (4) months of service.
3. An employee who transfers from another school district or other agency of the State of Ohio shall be credited with the unused balance of his accumulated sick leave up to the maximum in A.1. above.
4. Support personnel may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease and for absence due to illness, injury, or death in the employee's immediate family.
5. Each employee requesting paid sick leave shall submit a signed statement justifying the use of sick leave on the Board-prescribed form. The form shall be submitted to the supervisor or building principal immediately upon the employee's return. The request must be approved by the supervisor or principal and Superintendent or designee before sick leave is paid.
6. The term "immediate family" means father, mother, brother, sister, husband, wife, children (including foster children or children for whom an employee is

custodian), grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, or any relative of the employee living in his immediate family.

7. Procedures:

- (a) An employee who must be absent for any of the reasons specified above shall contact his or her immediate supervisor at the earliest possible time as specified by building procedures.
- (b) Immediately upon return from sick leave, the employee shall complete and sign the Board-prescribed form to justify the use of sick leave.
- (c) Violation of the requirements of this Article shall be grounds for disciplinary action.
- (d) For personal illness of more than five consecutive work days, the Board may require an employee to provide a signed statement from his/her physician affirming the need for the employee to be absent. If such a statement is not provided upon request, no sick leave shall be paid.

B. PERSONAL LEAVE:

- 1. A maximum of two (2) days unrestricted and one (1) day of restricted personal leave per year will be granted for urgent personal business or emergencies which cannot be conducted outside the normal work day to regular full-time support personnel when requested, subject to the following limitations:
  - (a) Personal leave is not cumulative.
  - (b) Personal leave shall not be taken the day before or after a holiday or vacation recess, or used as an extension of sick leave, except in case of deaths or extreme emergencies not covered by sick leave as determined by the Superintendent. An employee requesting personal leave under this provision shall submit his/her request in writing to the Superintendent with full specification of the reason(s) for the request. Unrestricted personal leave taken before or after a holiday or vacation recess or used as an extension of sick leave, except in the case of death or emergencies as set forth hereinabove, shall be charged at two (2) days for each day used.
  - (c) Personal leave shall not be used for rest, recreation, vacation, shopping, accompanying spouse on a business trip, for seeking or engaging in gainful employment or for any other similar reason.
  - (d) Support personnel shall request personal leave on the Board-prescribed form. Except as to the two unrestricted days, the prescribed form shall require the employee to fully specify the reason(s) for the request.

Whenever possible, the form shall be submitted at least one week before the day for which personal leave is requested.

- (e) Restricted or unrestricted personal leave shall not be taken during the summer recess, except where the reasons for the request are deemed sufficient and approved by the Superintendent.
  - (f) Unused personal leave shall convert to sick leave at the end of the contract year.
2. Violation of this Article shall result in the loss of pay based on the employee's daily rate of pay for each day he/she violates the policy and may result in other disciplinary action, including suspension without pay and termination of employment.

C. ASSAULT LEAVE

- 1. An employee who is absent due to actual disability resulting from a clearly unprovoked physical attack upon the employee (e.g., an injury resulting from the employee breaking up a fight between students) occurring on Board premises or while in attendance at an official school function and in the course of said bargaining unit member's employment shall, subject to the specifications below and the approval of the Superintendent or his designee, be granted up to forty-five (45) working days of assault leave. During such assault leave, said employee shall be maintained on full pay basis, and such leave shall not be charged against sick leave or personal leave.
- 2. At the expiration of the forty-five (45) working days of assault leave, if the employee is still disabled, the employee may use his accumulated sick leave. At the expiration of the employee's accumulated sick leave, he/she may petition the Board requesting an advancement of sick leave.
- 3. Assault leave shall not be granted under this provision unless the employee:
  - (a) Has a signed, written statement justifying the use of assault leave. The statement shall be upon the Board provided form;
  - (b) Has provided a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; and
  - (c) Has agreed to file criminal charges against the person or persons involved.
- 4. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

5. Full payment for assault leave, less workers' compensation and any other financial remuneration paid by, provided by, or contracted for by the Board shall not exceed the employee's per diem rate of pay.

D. JURY DUTY/GOVERNMENT WITNESS

Employees shall be excused from performing their regular duties when summoned for jury duty. When serving on jury duty during a regular school day, the employee shall receive his regular rate of pay but shall remit all jury duty pay (less mileage and meal allowances) to the Board. If an employee is subpoenaed to testify in a civil or criminal proceeding on behalf of the Board of Education, the State of Ohio or West Virginia, or the United States and the employee is not a party to the proceeding, the employee shall receive his/her regular pay for any school days missed. An employee shall also receive his/her regular pay when subpoenaed to testify about matters arising out of or relating to his/her Board employment (e.g., a child's educational progress in a custody proceeding) when the Board or administration is not an adverse party in the proceeding. The employee shall remit all witness fees (less mileage and meal allowance) to the Board.

E. MILITARY LEAVE

Employees shall be granted military leave subject to the specifications and requirements of Section 3319.14 of the Ohio Revised Code.

F. CHILD REARING LEAVE

1. An employee who is pregnant may use sick leave or may take an unpaid leave for the period of actual physical disability as certified by her attending physician. If an employee takes sick leave or unpaid leave for the period of disability only, she shall return to the same position, unless the Superintendent definitely determines such return would disrupt the continuity of support services.
2. An employee may request and shall be granted unpaid child rearing leave subject to the specifications set forth below:
  - (a) A written request for child rearing leave shall be submitted to the Superintendent at least forty-five (45) days before the intended commencement date. The request shall specify the proposed commencement date and proposed duration of the leave.
  - (b) Child rearing leaves shall be for a maximum of one (1) school year. Child rearing leaves shall expire at the end of a semester or school year.

The leave may be extended for a maximum of one (1) additional school year upon approval of the Superintendent and Board. Requests for extensions shall be made in writing at least thirty (30) days before the initial child rearing leave is due to expire.

- (c) Support personnel shall inform the Superintendent in writing of their intention to return to duty from child rearing leave at least thirty (30) days before the expiration of the leave.
- (d) Upon return from leave, the employee shall be assigned to a position within the employee's classification.

G. UNPAID LEAVE OF ABSENCE

1. The Board shall grant an employee an unpaid leave of absence where illness or disability is the reason for the request pursuant to the specifications and requirements of Section 3319.13 of the Ohio Revised Code.
2. An employee may request and may be granted an unpaid leave of absence for educational or other compelling reasons subject to the specifications set forth below:
  - (a) A written request for the leave shall be submitted to the Superintendent at least forty-five (45) days before the intended commencement date. The request shall specify the reason(s) for the leave, the proposed commencement date and proposed duration.
  - (b) Leaves shall be for a maximum of one (1) school year. Leaves shall expire at the end of a semester or school year. The leave may be extended for a maximum of one (1) additional school year upon approval of the Superintendent and Board. Requests for extensions shall be made at least thirty (30) days before the expiration of the leave.
  - (c) Support personnel shall inform the Superintendent in writing of their intention to return to duty from the leave at least thirty (30) days before the expiration of the leave.
  - (d) Upon the return from leave, the employee shall be assigned to a position within the employee's classification.

H. BEREAVEMENT LEAVE

An employee shall be granted a maximum of five (5) work days of paid leave per year for absence because of a death in the immediate family as defined in paragraph A. above. A bargaining unit member may use three (3) days of such bereavement leave for aunts or uncles, which shall be included in the five days granted herein. Additional days may be approved by the Superintendent pursuant to paragraph A. The employee shall notify the supervisor or building principal of the need for bereavement leave as soon as the need is known. Upon return from leave, the employee shall submit the proper form to the supervisor or building principal for approval.

I. ASSOCIATION LEAVE

With one week's prior approval of the Superintendent, up to a total of four (4) days per year may be granted for delegates or officers to attend Association meetings.

ARTICLE VIII – LAYOFF AND RECALL PROCEDURE

- A. If it is necessary for the Board to reduce the number of bargaining unit employees in a job classification because of abolishment of positions, lack of funds or lack of work, the Board of Education shall comply with the following layoff procedures in lieu of the procedures in Section 124.321 – 124.328 of the Ohio Revised Code. Substitute, seasonal and casual employees may be laid off for the reasons set forth above, but are not, with the exception of paragraph C. subject to the provisions below.
- B. In any one of the classifications referred to in this Article, the number of employees affected by reduction in force will be kept to a minimum by not employing replacements in so far as practical for employees who resign, retire, or otherwise vacate a position.
- C. Whenever it is necessary to layoff employees for reasons set forth above, the following order or preference shall be followed within each classification: (a) substitute, seasonal and casual employees shall be laid off first; (b) full and part-time probationary employees shall be laid off next; (c) full and part-time permanent employees shall be laid off next. Within each preference group, the employees shall be laid off in the order of seniority in the affected classification with the least senior employee within the classification preference group laid off first.

Seniority shall be calculated from the most recent date of hire in the current job classification. If two or more employees have identical seniority, the tie shall be broken by lot. Approved leaves of absence shall not be considered a break in service, but shall not be counted toward seniority.

- D. The job classifications to be used in the event of a layoff are: secretaries, aides, custodians, cooks, bus drivers and maintenance workers. The Board shall determine in which classification any layoff shall occur and the number of employees to be laid off.
- E. An employee in one classification may not displace an employee in another classification.
- F. The Superintendent shall prepare a recall list for any classification in which a layoff occurs. Employees who are laid off pursuant to this Article shall be recalled in the order of preference group and seniority to vacancies within the classification in which they were employed when laid off. (For example, the most senior full-time or part-time permanent employee laid off in a classification would be recalled first).

- G. An employee who is laid off shall remain on the recall list for two (2) years unless he/she waives recall rights in writing, resigns, fails to accept recall to a position in his/her classification or fails to report to work within seven (7) calendar days after written notice of recall was sent by certified mail. The employee is responsible for notifying the Board of his/her current address. The Board has complied with this provision when it sends notice of recall to that address. If recalled from layoff, an employee shall retain all previously accumulated seniority, but time spent on layoff shall not count as experience for pay purposes.
- H. Every bargaining unit member's name shall appear in order of seniority on a list in his/her classification. Lists shall be maintained and updated on an annual basis and provided to the Association. Changes to the list will be provided to the Association no later than September 30 of each year.

**ARTICLE IX – HOLIDAYS**

- A. In order to be eligible for holiday pay, a bargaining unit member must accrue earnings on his/her last scheduled work day prior to such holiday and his/her first scheduled work day following such holiday, unless on either of such days the bargaining unit member was on an excused absence or on sick leave for which pay was granted.
- B. Nine and ten month employees shall receive the following paid holidays if eligible under Paragraph A:
 

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
- C. Twelve month employees shall receive all holidays as listed above plus Independence Day if eligible under Paragraph A.
- D. When any bargaining unit member is required by the employee's supervisor to work any of the paid holidays, he/she shall be paid at 1-1/2 times his/her regular hourly rate of pay in addition to holiday pay.
- E. Holidays shall occur on the days specified in Section 1.14 of the Ohio Revised Code. The Board may change the observance of any holiday at any time when necessary to conform with any change in State or Federal law or to resolve any conflict between State and Federal law. Such change shall not require prior negotiations with the Association.

**ARTICLE X – MILEAGE REIMBURSEMENT**

The Board shall pay support personnel at the Internal Revenue Service approved rate for authorized automobile expense.

**ARTICLE XI – WORK YEAR, WORK WEEK, WORK DAY**

A. WORK WEEK

The standard work week shall be five (5) consecutive days, Monday through Friday.

B. WORK YEAR

The following number of work days per work year are established for each of the following positions:

<u>Positions</u>	<u>Scheduled Work Days Per Year</u>
Bus Drivers	181
Kindergarten Driver	181
Cooks	181-183
Aides	179-183
Custodian	249
Secretaries:	
High School	249
Elementary	204

C. WORK DAY

The following are the current normal work days for each of the positions listed below. An employee's work day may be changed because of increases or decreases in work load:

<u>Positions</u>	<u>Hours Per Day</u>
Bus Drivers	3.0 to 5.0
Kindergarten Driver/Pre-School	2.0 to 3.0
Cooks:	
Head Cooks	6.5 to 7.5
Assistant Cooks	6.5 to 7.5
Part Time Cooks	3.0 to 4.0
Aides	2.0 to 7.5
Custodians	8.0
Secretaries:	
High School	1.5 to 7.5

There will be at least one full time secretary at 7.5 hours in each building.

- D. In addition to scheduled days per year, there are 10 paid holidays for nine-month and ten-month employees and 11 holidays for twelve-month employees. Twelve month employees are entitled to paid vacation pursuant to Article XIII.
- E. The normal work day for full-time employees shall include a paid lunch of thirty (30) consecutive minutes which custodians shall take in the school building. When special circumstances necessitate, an employee can be required to interrupt his/her lunch period to perform work-related duties. Full-time employees shall be defined as those employees who regularly work seven and one-half (7½) hours or more per day.

F. OVERTIME

Employees shall be paid at the rate of one and one-half (1-1/2) their regular hourly rates of pay for all hours actually worked over forty hours in a normal seven (7) day work period. For the purposes of this section, sick leave days, personal leave days, holidays, and any other non-duty days for which employees are paid shall not be counted as time worked. All overtime must be authorized in advance by the employee's regular supervisor.

Except for situations when an employee cannot work his or her regular schedule due to an absence for any reason, overtime will be offered to qualified employees, within each building on a rotating basis. If all employees within a building refuse the overtime, the supervisor, at his/her option, may utilize a substitute or require a qualified employee in the classification to work the overtime.

In the situations where an employee cannot work his or her regular schedule due to an absence for any reason, the immediate supervisor shall use a substitute regardless of whether the absence is for a day or afternoon shift. If a substitute cannot be obtained to work for the absent employee, then overtime shall be offered by order of seniority to qualified employees within the affected building. No employee shall be paid overtime unless he/she has worked forty (40) hours during a particular work week.

G. CALL IN PAY

Any bargaining unit member who has completed his/her regular scheduled work day and is called back to work shall receive a minimum of two (2) hours pay at the applicable rate in addition to regular pay due the employee on that day. This call in pay does not include time worked immediately prior to or immediately following an employee's regular work day, which shall be compensated at the applicable hourly rate. Such call in time shall be authorized in advance by the employee's supervisor.

H. Employees, other than custodians, shall not be required to report to work when the entire system or a particular building is closed, or when classes are cancelled due to inclement weather or for any other reason. If schools are closed or classes are cancelled due to inclement weather or for any other reason after the normal work day has begun, employees shall remain at work to complete the normal work day unless the employee's immediate supervisor and/or the Superintendent releases employees for health and safety reasons or because the work is completed. Employees who leave without the Superintendent's permission shall lose pay for the time not worked.

I. SUBSTITUTES

If an employee is absent, a substitute can be utilized to fill the position for the duration of the absence. Subsequently, if the absent employee does not return to work and a vacancy exists, such vacancy shall be filled according to Article XXI C. and D. If the substitute who has replaced the absent employee is hired as a member of the Bargaining Unit, such person shall be given, for seniority purposes only, credit for the time served as a substitute. In the event of an extended absence and upon assignment by the supervisor, the most senior qualified employee of the next lower position of that classification will move up for the duration of the absence and be paid at the appropriate rate for the higher position.

Welfare workers, or workers from other government programs, shall not be used solely to perform bargaining unit work, but may substitute for absent employees under the above provisions.

J. EXTRACURRICULAR BUS TRIPS

Extracurricular bus trips shall be offered to all regular bus drivers on a rotating basis, beginning with the most senior bus driver. If all regular drivers refuse extracurricular bus trips, then the district may utilize a substitute bus driver or assign the trip to a regular bus driver.

K. DRUG TESTING

1. The Board will compensate employees for drug or other required testing procedures at their regular hourly rate of pay.
2. If there is suspicion to believe, based on specific, objective facts, that a bargaining unit member is under the influence of alcohol and/or illegal drugs or has used such substances on Board property or is involved in a work-related accident resulting in property damage estimated in excess of One Hundred dollars (\$100.00) or personal injury, the bargaining unit member may be required to undergo medical testing as provided below. Such testing shall not be used as a means for harassment. Testing shall be limited to either a blood test or a urine test, but not both.

3. A bargaining unit member's refusal to submit to medical testing under the foregoing conditions will be deemed insubordinate, and will result in discipline, up to and including suspension and/or termination.
4. The medical testing will be conducted by a physician and/or laboratory selected by the Board at Board cost, using the Department of Transportation standards for CDL holders. The analysis of the test results shall be done by a laboratory that is NIDA-certified. If the medical testing shows the presence of alcohol, or an illegal drug, the Board will request a confirmation test to insure the accuracy of the test results. All positive test results will be reviewed by an approved Medical Review Officer for further confirmation. If the test results are positive, the Board shall arrange for a medical assessment. After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offenders. A bargaining unit member participating in such a remediation program shall use any available leave and be permitted inpatient or outpatient treatment without repercussion for attendance at school or notification of absence from school pursuant to this paragraph, and shall authorize the release of information to the Superintendent regarding the bargaining unit member's completion of the remediation program. For a bargaining unit member who does not complete the remediation program or tests positive more than once, the bargaining unit member shall be subject to discipline, which may include suspension and/or termination. Upon return from the remediation program, the bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment, not to exceed once per month.
5. The Board and the Association are concerned about bargaining unit members who may be victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any bargaining unit member who believes he/she is in need of help shall notify the Superintendent, who shall treat this information confidentially. Any bargaining unit member who voluntarily uses this paragraph shall use any available leave and be permitted inpatient or outpatient treatment without repercussion for attendance at school or notification of absence from school pursuant to this paragraph. Upon return, the bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment, not to exceed once per month. There shall be no repercussion of any kind for a bargaining unit member who comes forward voluntarily, as described above. For such a member, any subsequent positive tests would result in the implementation of Item 4 above as a first offense.

L. COMPENSATORY TIME

Compensatory time may be granted in lieu of overtime pay. Such compensatory time shall be accrued at 1½ times for all overtime hours worked. In order to take compensatory time, an employee shall:

1. Have prior approval of such compensatory time by his/her supervisor.
2. All compensatory time accrued shall be taken with the prior approval of his/her supervisor within the current school year.
3. If accrued compensatory time has not been taken by the end of the current school year, such time will be paid to the employee on his/her last pay of the current school year.
4. Any accumulated compensatory time accrued prior to July 1, 2003 shall be taken as agreed to between the employee and his/her supervisor.

### ARTICLE XII – WORKING CONDITIONS

- A. The Board agrees to abide by all applicable State, Federal, and Local requirements concerning occupational safety and health. When required by law, safety equipment will be provided at Board expense. Likewise, the employees agree as a condition of their continued employment to observe all safety regulations established by State or Federal law or by the Board or a supervisor and to report promptly all accidents or injuries to the Superintendent.
- B. The Board may require employees to have a medical examination performed by a Board-appointed physician at Board expense. When the Board approves an employee's request to be examined by a physician other than the one designated by the Board, the employee shall be reimbursed for the cost of such examination up to the cost for such services from the Board-designated physician upon presentation to the Treasurer of a paid receipt from the examining physician.
- C. Bargaining unit members shall dress appropriately when the public is in the building.
- D. The probationary period for all bargaining unit positions shall be ninety (90) working days.
- E. Upon request, the Board will provide the Association with any public records which pertain to health or safety problems affecting members of the bargaining unit.

### ARTICLE XIII – VACATIONS

- A. All full-time bargaining unit members who work for twelve months during the calendar year shall be granted paid vacations as follows:

**Completed Years of Service**

**Days of Vacation**

8 months to less than 10 years	10 days
10 years to less than 15 years	15 days
15 years to less than 20 years	17 days
20 or more years	20 days

- B. Upon separation from employment a bargaining unit member shall be entitled to compensation at his/her current rate of pay for all lawfully accrued or unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the year immediately preceding his/her separation. In case of the death of a bargaining unit member such accrued and unused vacation leave shall be paid to his/her estate or in accordance with Section 2213.04 of the Ohio Revised Code.
- C. For the purpose of this section, a "full-time employee" is a person who is in service at least six and one-half hours per day for not less than twelve full months in each calendar year. Any employee who is less than full-time shall not be eligible for vacation leave.
- D. All vacation will be scheduled with the approval of the Superintendent. Unused vacation shall not be carried over from one fiscal year to the next.
- E. A completed year of service is the twelve month period beginning with the anniversary date of the bargaining unit member's first employment by the Board.

**ARTICLE XIV – SEVERANCE PAY**

- A. A bargaining unit member may elect, at the time of acceptance of retirement by the School Employees Retirement System (SERS) to receive severance pay if his/her date of retirement is within ninety (90) days of his/her last day of service with the District.
- B. Each employee who qualifies shall receive twenty-five percent (25%) of his/her accrued but unused sick leave credit; however, payment is not to exceed fifty-seven (57) days. Further, an employee who has fewer than ten (10) years of full-time service in the Toronto City School District will only be paid for twenty-five percent (25%) of the sick leave earned in the Toronto City School District. Payment shall be based on the daily rate of pay at the time of retirement. Payment under this provision shall eliminate all sick leave credit. No employee shall receive more than one payment. Payment shall be made upon the employee's submission of written verification acceptable to the Treasurer that he/she has retired.
- C. Members of the bargaining unit who meet eligibility criteria for retirement with the State Employment Retirement System, shall be eligible for a retirement incentive of \$4,000.00 for the 2010-2011 school year if their resignation is presented to the Superintendent prior to June 2, 2011 and \$2,000.00 for the 2011-2012 school year if their resignation is presented to the Superintendent prior to March 1, 2012.

## ARTICLE XV – SERS PICKUP

- A. The Board shall assume and pay, or pick-up, the mandatory employee contribution to SERS required for all SERS participants, subject to the provisions of this section, in lieu of payment of those contributions by said members.
- B. For purposes of this Pickup Plan, total annual pay and wages per pay period for each member shall be the salary otherwise payable under their contracts and applicable Board policies. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts: (1) deferred pay and (2) cash pay. A member's deferred pay shall be equal to that percentage of said member's total annual pay or wages per pay period which is required from time to time by the Ohio State School Employees Retirement System (SERS) to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as "pickup" of the SERS employee contribution otherwise payable by said member. A member's cash pay shall be equal to said member's total annual pay or wages per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's combined total expenditures for members' total annual pay or wages per pay period otherwise payable under this section (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- C. The Board shall compute and remit its employer contributions to SERS based upon total annual pay or wages per pay period, including the "pickup". The Board shall report for Federal and Ohio income tax purposes as a member's gross income said member's total pay or wages per pay period, less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual pay or wages per pay period, including the amount of the "pickup". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- D. The "pickup" shall be included in the member's total annual pay or wages per pay period for the purpose of computing hourly rate of pay, daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

## ARTICLE XVI – WAGES

- A. For the 2011-2012, 2012-2013, and 2013-2014 school years a salary and step freeze will be instituted. The salary schedule as set forth in Appendix A will be in effect for the three year period. However, employees hired after May 26, 2011, will receive an annual salary payment of five hundred dollars (\$500.00) payable at the end of each school year for the duration of the contract. Once employed, any newly hired person is subject to the

step and salary freeze language experienced by other employees for the duration of the contract.

- B. Each current employee will be placed on the Class and Step of the wage scale as is consistent with his/her position during the 1990-91 school year subject to annual increments to which each employee is entitled, until the top of the Schedule is reached. A year of service shall consist of at least 120 days as a regular employee of the district.
- C. For the purpose of the wage schedule only, a newly hired employee may receive credit for up to five (5) years of work experience outside the Toronto City School District as determined by the Board at the time of employment.
- D. Bus duties other than a driver's regular assigned daily run shall be paid at the rate listed at Step 2, Class D.
- E. An employee who is reclassified to a higher or lower pay grade shall be given credit for years of service in the higher or lower pay grade he/she previously held and be placed at the same Step he/she held prior to the reclassification. After initial placement, the employee shall receive annual increments for completed years of service in accordance with Paragraph A.

#### ARTICLE XVII – INSURANCE

##### A. PERCENTAGE OF BOARD CONTRIBUTIONS BASED ON HOURS WORKED

- 1. All Board payments for insurance are prorated based on hours worked. Only support personnel currently employed and enrolled will be eligible for coverage. Current employees not presently enrolled and new employees become eligible for coverage after the employee pays the full cost of the premium for six months over a twelve month period. Any current employee who loses coverage provided elsewhere because of the death of a family member, divorce, permanent loss of employment, layoff, or retirement may enroll in the Toronto plan immediately and the Board will make its full contribution as calculated below.
- 2. No employee who works less than six (6) hours per day shall be entitled to enroll in any group insurance coverage. For employees who work at least six (6) hours per day but less than six and one-half (6-1/2) hours per day at least nine (9) full months per year, the Board will pay seventy-five percent (75%) of the premium cost for hospitalization, major medical, life and dental provided that said employee was not employed by the district prior to October 15, 1989. Such employees shall not be subject to paying the six months of insurance premiums as specified in paragraph A.1.

For employees who work six and one-half (6-1/2) hours or more per day at least nine (9) full months per year, but less than ten (10) months, the Board will pay

eighty-five percent (85%) of the premium for hospitalization and major medical insurance; ninety percent (90%) of the premium for dental insurance and one hundred percent (100%) of the premium for life insurance. For employees who work six and one-half (6-1/2) hours per day at least ten (10) full months but less than twelve (12) months per year, the Board will pay one hundred percent (100%) of the premium for hospitalization and major medical insurance and one hundred percent (100%) of the premium for dental and life insurance. For employees who work six and one-half (6-1/2) hours or more per day twelve (12) full months per year, the Board will pay one hundred percent (100%) of the premium for hospitalization, major medical, life and dental insurance.

However, for those current employees who work six (6.0) hours or more per day at least nine full months per year who choose single coverage, the Board will pay one hundred percent (100%) of the premium in effect for such single coverage. The Board will pay the percentages set forth in this paragraph A.2. on the difference between the cost of single and family coverage for those employees choosing family coverage.

Employees hired after May 26, 2011, who work six and one-half (6 1/2) hours per day for at least ten (10) months, will pay five percent (5%) of the annual insurance premium for hospitalization, major medical, life and dental insurance through payroll deduction.

Effective January 1, 2004, the Board agrees that for the PPO Health Insurance Plan, it shall use the Medical Mutual Super Med Plus Network for Ohio, the 4Most Health Network for West Virginia, the Devon Network for Pennsylvania and the Plan Vista/ National Preferred Provider Network for other states outside of Ohio. The comprehensive PPO plan will include the following:

Deductible (per calendar year)

In Network

Per individual .....	\$200.00
Per family .....	\$400.00

Out of Network

Per individual .....	\$400.00
Per family .....	\$800.00

Benefit Percentage Paid by Board (per calendar year)

In Network

For medical expenses after deductible not to exceed Out of Pocket Maximums .....	80%
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Out of Network

For medical expenses after deductible

not to exceed Out of Pocket Maximums..... 60%

Employee Out of Pocket Maximum After Deductible (per calendar year)

In Network

Per individual..... \$750.00  
Per family..... \$1,500.00

Out of Network

Per individual..... \$1,500.00  
Per family..... \$3,000.00

Once the per calendar year deductible and out-of-pocket maximums are satisfied, the benefit percentage paid by the Board shall be at 100%.

Out of Network Deductibles and Out of Pocket Costs shall be applied towards In Network Deductibles and Out of Pocket Costs. However, In Network Deductibles and Out of Pocket Costs shall not be applied towards Out of Network Deductibles and Out of Pocket Costs.

The Board will also implement, effective January 1, 2004, a Section 125 Plan which will include medical savings accounts to which employees may contribute.

Effective January 1, 2004, the Board will implement a prescription drug card plan for covered employees. For each prescription, said employees shall be responsible for a co-pay as follows:

Generic	\$10.00
Brand	\$20.00

Mail Order

Generic	\$20.00
Brand	\$35.00

The prescription drug card copay does not apply to the plan deductible, which is waived, or to plan co-insurance out-of-pocket limits.

The Board shall provide a dental insurance plan to covered employees at the same or better level of benefits that existed in the dental insurance plan under the Master Agreement which expired on June 30, 2003.

The Board shall make the Alternative III Vision Insurance Plan offered through Visions Services Plan (VSP) available to all bargaining unit members. Said members electing to be covered by the vision plan shall pay the current monthly premium.

Effective July 1, 2011, employees who are not eligible for insurance will be paid fifty dollars (\$50.00) for each daily full hour up to a maximum of two hundred fifty dollars (\$250.00). This payment will be paid one (1) time per year.

Effective July 1, 2011, those employees who are eligible for one hundred percent (100%) Board-paid insurance but are not enrolled in the insurance program shall be compensated at a rate of two hundred fifty dollars (\$250.00) to be paid once each year during the term of the contract. Said payment shall be made through the Section 125 plan.

C. COVERAGE

1. Group term life insurance in the amount of \$30,000.00 shall be provided.

D. DUPLICATION OF COVERAGE

Where more than one member of a household is employed by the Board, only one family policy or two single policies shall be provided. Provided, however, that each employee shall receive life insurance coverage regardless of whether other family members are employed by the Board. Employees affected by this provision shall notify the Treasurer which family member is to be enrolled in the family plan.

E. The Association shall have equal representation on the Insurance Committee. The Insurance Committee will monitor usage and rates, hear insurance problems and concerns of members, and disseminate consumer and educational information to employees. The Insurance Consultant will act as an advisor, as needed. The Insurance Committee may recommend changes in the TPA (Third Party Administrator). The Committee shall meet quarterly or more often as scheduled by the Superintendent.

The Insurance Committee is empowered to assist bargaining unit members in resolving insurance problems and recommend revisions in the Insurance Program. Such recommendations would then be considered at the next round of contract negotiations.

The Board reserves the right to select carriers and plan administrators without prior negotiations.

**ARTICLE XVIII – PAYROLL PROCEDURES**

A. Bargaining unit members shall receive their pay equally divided into nineteen (19) or into twenty-six (26) installments. By July 1 in any school year, an employee must notify the Treasurer in writing, regarding which method of installment payments he/she wants to be paid. Failure to notify the Treasurer by July 1 shall permit the Treasurer to choose the method of installment payment.

- B. Deductions for unexcused or unpaid absences which are not covered by sick leave credits or other leave provisions shall be made in accordance with regulations established by the Treasurer.
- C. Deductions shall also be made for hospitalization, major medical, life and dental insurance premiums, credit union and tax sheltered annuities, and Association dues.
- D. Employees shall be paid based upon hours actually worked.
- E. Pay stubs for a pay period will show gross pay, net pay, extra pay earned, all deductions, year to date earnings, and accumulated sick leave. Any employee who wishes further detail concerning his/her paycheck may obtain it from the Treasurer.
- F. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- G. Direct deposit for payroll will go into effect on or before January 1, 2012. All bargaining unit members and/or nonteaching personnel will participate in this program. A maximum of two (2) designated allocations will be permitted. Statements will be sent to individuals via e-mail or Kiosk.

**ARTICLE XIX – ATTENDANCE BONUS**

Each full-time (6-1/2 or more hours per day) bargaining unit member shall receive a bonus of seventy-five dollars (\$75.00) for each of the periods set forth below during which he/she does not use any sick leave or personal leave. Any regular part-time bargaining unit member who qualifies for an attendance bonus shall receive a prorated amount based on the portion of the regular 6½ hour work day of the bargaining unit member.

Twelve Month Employees

- July 1 – September 30
- October 1 – December 31
- January 1 – March 31
- April 1 – June 30

Nine and Ten Month Employees

- August 1 – October 15
- October 16 – December 31
- January 1 – March 15
- March 16 – June 15

## ARTICLE XX – PERSONNEL FILE

- A. The Board shall maintain only one (1) official file on each employee in the central office.
- B. An employee shall have the right to review the contents of that employee's personnel file during normal business hours. A representative of the Association may, at the employee's request, accompany the employee in this review.
- C. A bargaining unit member shall be entitled to copy, at his expense, material in his file.
- D. A copy of any written evaluative material shall be placed in the employee's personnel file.
- E. An employee shall have the right to file an answer to any material in that employee's personnel file which the employee considers inaccurate or misleading and such answer shall be attached to the file copy.
- F. A complaint concerning the contents of an employee's file shall be processed exclusively through the grievance procedure.

## ARTICLE XXI – POSTING PROCEDURE FOR LATERAL TRANSFERS WITHIN CLASSIFICATION

- A. The Superintendent shall have the sole discretion to determine when a vacancy exists, whether it shall be filled, when a vacancy shall be posted, and when it shall be filled after complying with the posting procedure in Paragraph B. below.
- B. A notice of a vacancy shall be posted within thirty (30) days of the Superintendent's decision to fill the vacancy on the office bulletin board in each school building and work site for three (3) days from the time it is placed on the bulletin board. The posting shall contain the following information:
  - 1. Position and classification
  - 2. Projected starting date
  - 3. Rate of pay
  - 4. Hours to be worked
  - 5. Minimum requirements
  - 6. Work location
  - 7. Last day to apply for the position

Within the three (3) days posting period, employees within the classification may apply for said job opening by sending a request for transfer to the Superintendent.

- C. Employees from within the vacated classification who apply during the posting period shall be considered on the basis of qualifications, as determined by the Superintendent and/or Board, before making an appointment from outside the classification. In cases when two or more applicants have the same qualifications, seniority within the classification shall be the determining factor.
- D. If a vacant position is not filled by an employee from within the vacated classification, other bargaining unit members who are qualified, as determined by the Superintendent and/or Board, and apply will be considered, along with other applicants from outside the bargaining unit. In cases when two or more applicants have the same qualifications, seniority within the district shall be the determining factor.

All applicants must meet civil service eligibility where required by law and be qualified for the position as determined by the Superintendent and/or Board.

- E. Whoever fills a vacancy shall take the position subject to the following conditions:
  - (1) Such person shall be subject to a probationary period of 90 days and may, at any time during that period, be removed should the work performance not be satisfactory. If such a person is a bargaining unit member, who has been transferred from another classification, he/she shall be reassigned to his/her former position.
  - (2) During the 90 day probationary period, a person hired from the bargaining unit may request to be returned to his/her former position.
  - (3) Prior to October 1st of the school year, a seniority list, by classification, shall be made available to the members of the bargaining unit upon request. For purposes of this Article and Article VIII, the seniority shall be determined by the actual date of hire into the employee's current classification or the date of transfer into said classification.

## ARTICLE XXII – TERM OF AGREEMENT

### A. WAIVER OF NEGOTIATIONS

The Board and the Association acknowledge that during negotiations resulting in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall

not be obligated to negotiate with respect to any subject or matter referred to or covered by this Agreement.

B. NO STRIKE

The Association and bargaining unit members covered by this Agreement agree that they will not "strike" during the term of this Agreement. "Strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in wages, hours, terms, and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

C. CONFLICT WITH LAW

1. If any provision of this Agreement, or any application of the provision of this Agreement, or any agreement reached under its terms, conflicts with any Federal or State law, regulations, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreements shall be inoperative but the remaining provisions hereof shall remain in effect.
2. If, during the term of this Agreement, there is a change in any applicable State or Federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

D. ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written based on alleged past practice between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

E. PRINTING AND DISTRIBUTION

Copies of this Agreement shall be printed, by the Association in booklet form, at the Toronto City School District expense and distributed to each employee. Each employee hired thereafter, also shall receive a copy to keep. The Association and the Board shall each be supplied with an additional twenty (20) copies of the Agreement.

Any subsequent revisions or amendments also shall be printed at the Toronto City Board of Education's expense, and distributed to each employee.

F. DURATION

This Agreement shall become effective the twenty-sixth day of May, 2011 until June 30, 2011, and the first day of July, 2011 through June 30, 2014. If the unencumbered general fund balance of June 30, 2013, is greater than the unencumbered balance of the general fund for June 30, 2011, then OAPSE and the Board may agree to reopen the contract for salary purposes only.

FOR OAPSE LOCAL 688

FOR THE TORONTO  
BOARD OF EDUCATION

Juliah Ross, President  
David L. Ott  
Bobbie L Hood  
Cheryl King

Karen Wagner  
Fred Burns  
Tim Ham  
C. Vukelic, Treasurer

**APPENDIX A**

**TORONTO CITY SCHOOL DISTRICT  
SALARY SCHEDULE  
CLASSIFIED  
2011-2014**

INDEX	STEP	CLASS A.	CLASS B.	CLASS C.	CLASS D.	CLASS E.	CLASS F.
1.00	0	8.51	8.88	9.33	11.02	12.54	13.85
1.03	1	8.77	9.15	9.61	11.35	12.92	14.27
1.06	2	9.02	9.41	9.89	11.68	13.29	14.68
1.09	3	9.28	9.68	10.17	12.01	13.67	15.10
1.12	4	9.53	9.95	10.45	12.34	14.04	15.51
1.15	5	9.79	10.21	10.73	12.67	14.42	15.93
1.18	6	10.04	10.48	11.01	13.00	14.80	16.34
1.21	7	10.30	10.74	11.29	13.33	15.17	16.76
1.24	8	10.55	11.01	11.57	13.66	15.55	17.17
1.27	9	10.81	11.28	11.85	14.00	15.93	17.59
1.30	10	11.06	11.54	12.13	14.33	16.30	18.01
1.33	11	11.32	11.81	12.41	14.66	16.68	18.42

- CLASS A- INCLUDES AIDES, P/T COOKS
- CLASS B- INCLUDES ASSISTANT COOKS
- CLASS C - INCLUDES SECRETARIES, HEAD COOKS
- CLASS D - INCLUDES CUSTODIANS
- CLASS E - INCLUDES BOILER LICENSED CUSTODIANS
- CLASS F - INCLUDES BUS DRIVERS

EXTRA CURRICULAR BUS DUTY, CLASS D, STEP 2 - \$11.68

**APPENDIX B**

**GRIEVANCE REPORT FORM I, STEP ONE**

**TORONTO CITY SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

\_\_\_\_\_  
(Name of Grievant) (Date)

\_\_\_\_\_  
(Building) (Assignment)

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Date of Informal Meeting \_\_\_\_\_

C. 1. Statement of grievance and provision(s) of contract allegedly violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

D. Disposition of Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE OF IMMEDIATE SUPERVISOR) (DATE)

**GRIEVANCE REPORT FORM II, STEP TWO**

**TORONTO CITY SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORM I (attached):

A. Date Disposition Received at Step One: \_\_\_\_\_

B. Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Date)

C. Date Received by Superintendent: \_\_\_\_\_

D. Disposition of Immediate Supervisor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Immediate Supervisor)

\_\_\_\_\_  
(Date)

**GRIEVANCE REPORT FORM III, STEP THREE  
TORONTO CITY SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORM I AND II (attached):

A. Date Disposition Received at Step One: \_\_\_\_\_

B. Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Date)

C. Date Received by Board: \_\_\_\_\_

D. Disposition of Board:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Superintendent)

\_\_\_\_\_  
(Date)

**GRIEVANCE REPORT FORM IV, STEP FOUR**

**TORONTO CITY SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORMS I, II AND III (attached); request is made for a hearing before an arbitrator as provided in Step IV of the grievance procedure.

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Date)

Received by Superintendent or His/Her Designated Representative:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date received)