



CONTRACT

July 1, 2013
to
June 30, 2016



Toledo Public Schools

TABLE OF CONTENTS

ARTICLE		Page
I	Preamble	1
II	Union Recognition	2
App. A	Classifications	5
2.01	Building and Related Services	5
2.02	Custodial Services and Campus Protection Officers.....	6
2.03	Food Service	6
2.04	Clerical and Technical	6
2.05	Transportation Services	7
III	Union Security	8
IV	Management Rights and Responsibilities	9
4.01	Staffing Level Reductions	9
4.02	Budget Hearings	9
V	No Strike - No Lockout	10
VI	Non-Discrimination	10
VII	Check-off of Union Dues	10
7.01	P.E.O.P.L.E.....	11
VIII	Payroll Deduction Priority	11
8.01	Payday	12
8.02	Personnel Files	13
8.03	Purchase of Prior Service Credit.....	14
8.04	Retirement Contributions	14
IX	Schedule of Wages	14
Sect. <u>1</u>	Building and Related Services	15
Sect. <u>2</u>	Custodial Services and Campus Protection Officers ..	16
Sect. <u>3</u>	Food Services	17
Sect. <u>4</u>	Clerical and Technical Services.....	18
Sect. <u>5</u>	Transportation Services	20
X	Holidays	20

XI	Leaves	22
11.01	General Provisions	22
11.02	Critical Illness in Immediate Family	23
11.03	Funeral Leave	24
11.04	Return to Work/Transitional Work Program.....	25
11.05	Pregnancy/Child Care Leave	30
11.06	Military Leave	31
11.07	Personal Leaves	32
11.08	Sick Leave Accumulation	33
11.09	Sick Leave/Sick Leave Definition	33
11.10	Sick Leave Use, Reporting Proof of Illness and Misuse.....	34
11.11	Sick Leave Donation Program	35
11.12	Union Officials or Union Delegates Leaves.....	36
11.13	Political Leave	37
11.14	Assaults and Assault Leave	37
XII	Longevity Pay Plan	40
XIII	Miscellaneous Provisions -	
	General Section	40
13.01	Adult Education Classes	40
13.02	AFSCME and TAAP Labor-Management Committee	41
13.03	Blood Donation.....	41
13.04	Calamity Days	41
13.05	Emergency Shut Down	42
13.06	Calendar Committee	42
13.07	Call Back Pay	42
13.08	Conference Day	42
13.09	Hazard Pay	43
13.10	Health and Welfare Trust Fund	43
13.11	Hospitalization and Medical Expense Benefits	43
13.12	New Hires & Full-Part Time Status Designation.....	53
13.13	Job Audit	54
13.14	Jury Duty and Court Appearances	54
13.15	License Pay - High Pressure Boiler	55
13.16	License Pay - Refrigeration Air Conditioning.....	55
13.17	License Pay - General.....	56
13.18	Life Insurance.....	58
13.19	List of Employees Status Changes	59
13.20	Employee Address & Phone Number.....	59
13.21	Lunchroom, Restroom and Locker Facilities.....	59
13.22	Medical Appointments	59
13.23	Physical Examinations	60
13.24	Pony Express	60
13.25	Professional Development Training	60
13.26	Protective Equipment and Clothing.....	61

13.27	Skilled Trades Clothing Allowance	62
13.28	Reporting Pay (Other Than Transportation)	63
13.29	Rest Periods - General.....	63
13.30	Rest Periods (Other Than Transportation and Food Service	63
13.31	Safety Committee.....	63
13.32	Severance Pay	64
13.33	Shift Differential	64
13.34	Staff Development.....	65
13.35	Tickets for Athletic Events	66
13.36	Travel Pay	66
13.37	Voluntary Demotion/Involuntary Demotion.....	67
XIV	Vacations	68
14.01	General Vacation Provisions	68
14.02	Vacation Credit.....	70
14.03	Vacation Schedule.....	70
14.04	Vacation Preference	71
14.05	Vacation Payment	72
XV	Bidding Procedure - General Provisions	73
15.01	Bids	73
15.02	Promotions and Inter-Unit Bidding	74
15.03	Transfers from One AFSCME Bargaining Unit to Another AFSCME Bargaining Unit.....	76
15.04	Transfers Outside AFSCME Bargaining Unit and Return.....	76
XVI	Conformance to Classification	77
16.01	General Section	77
16.02	Working Below Classification	78
16.03	Working Above Classification	78
16.04	Working Out of Classification	78
16.05	Temporary Assignments to Supervisory Positions	79
XVII	Disciplinary Action	79
17.01	General	79
17.02	Procedure.....	80
XVIII	Grievance and Arbitration Procedure	82
XIX	Layoff and Recall Procedure	86
19.01	Layoff Procedure	86
19.02	Recall Procedure.....	88
XX	Probationary Period	89

XXI	Reporting Absence and Return to Work	91
21.01	General Provisions	91
XXII	Seniority	91
22.01	Definition of Seniority	91
22.02	Termination of Seniority	91
22.03	Seniority Lists	92
22.04	Bidding Seniority	92
22.05	Layoff Seniority - General.....	93
22.06	General Layoff Seniority Upon Reinstatement.....	94
XXIII	Work Rules - General	94
23.01	Establishment.....	94
23.02	Miscellaneous Work Rules	95
23.03	Operation of Board Vehicles	101
XXIV	Maintenance of Standards	102
XXV	Savings Clause	103
XXVI	Subcontracting	103
XXVII	Successors and Assignees	104
<u>XXVIII</u>	Union Representatives and Stewards	105
App. B	Return to Work/Transitional Work Program - Statement of Policy	106
XXIX	Building and Related Services - Miscellaneous Provisions	112
29.01	Bidding Procedure.....	112
29.02	Building Checks	113
29.03	Building Group Level Determination	114
29.04	Building Operator License	114
29.05	Building Operator Trainee Program	115
29.06	Building Permit Procedure	115
29.07	Commercial Driver's License	117
29.08	Employee Involvement - Subcontracting at the Pearson Center	117
29.09	Grounds Personnel	118
29.10	Hand Tool Allowance	118
29.11	Hazard Pay	119
29.12	Hours of Work	120
29.13	License Pay.....	121
29.14	Maintenance Work in Building.....	121
29.15	Overtime Rates	122

29.16	Relief Assignment of Building Operators and Overtime Rotation	124
29.17	Reporting Absence and Return to Work.....	126
29.18	Safety Committee.....	127
29.19	School Operator's Responsibilities	127
29.20	Second Shift.....	128
29.21	Sub Pool.....	130
29.22	Utility Driver/Substitute Pool.....	130
29.23	Vacation - Operators and Heating Maintenance	131
29.24	Voluntary Demotion.....	132
29.25	Weather Delay Program.....	132
29.26	Security Monitor Technicians	132
App. C	Shift Hours	133
App. C	Electronic Work Order and Building Permit Systems	122
App. D	Compensatory Time	135
XXX	Custodial Services and Campus Protection Officers	136
30.01	Apprenticeship Program Training Committee Program	136
30.02	Bidding Procedure.....	136
30.03	Building Checks	139
30.04	Building Permit Procedure	140
30.05	Clothing Allowance	141
30.06	Custodial Crew Leaders Responsibility.....	141
30.07	Hours of Work	142
30.08	License Pay.....	143
30.09	Management Rights	143
30.10	Overtime Rates	143
30.11	Reporting Absence and Return to Work.....	146
30.12	Responsibility of Lead Custodian	148
30.13	Vacations.....	149
30.14	Voluntary Demotion.....	149
30.15	Weather Delay Program	149
30.16	Open Area Overtime	149
App. E	Building Issues	150
XXXI	Food Services - Miscellaneous Provisions	151
31.01	Authority in Cafeteria.....	151
31.02	Bidding Procedure.....	151
31.03	Clean Up Days	152
31.04	Clothing Allowance	153

31.05	Food Service Training Program	153
31.06	Food Service Worker Reassignment.....	153
31.07	Hours of Work	154
31.08	Lunch Periods	154
31.09	Non-Employee Personnel	155
31.10	Overtime Rates	155
31.11	Physicals	156
31.12	Reporting Absence and Return to Work.....	156
31.13	Rest Periods.....	157
31.14	Scheduled School Closings	157
31.15	Special Summer Program	158
31.16	Staff Development Program	158
31.17	Staffing	159
31.18	Testing	159
31.19	Unscheduled Work Day.....	159
31.20	Working In Higher Classification	159
31.21	Letter of Agreement.....	160
XXXII	Clerical and Technical - Miscellaneous Provisions.....	160
32.01	Additional Compensation For Work In Higher Classification	160
32.02	Adult Education and Summer School Clerical Positions	162
32.03	Bidding Procedure.....	162
32.04	Career Advancement Opportunities	166
32.05	College Degree Payment	166
32.06	Clerical Equipment and Supplies Committee	166
32.07	Clerical Handbook.....	167
32.08	Clothing Allowance	167
32.09	Compensatory Time	167
32.10	Flex Time.....	168
32.11	Hours of Work	168
32.12	Job Audit	171
32.13	Limited Rights Clerical Employees.....	173
32.14	Overtime Rates	175
32.15	Peer Support Program	176
32.16	Professional Leaves	177
32.17	Reporting Absence and Return to Work - General Provisions	177
32.18	School Responsibilities	178
32.19	Special Projects	178
32.20	Staffing Elementary Office	179
32.21	Staffing Junior High Office	180
32.22	Staffing High School Office	182
32.23	Staffing - Substitutes	183
32.24	Technical Layoff Procedure	183

XXXIII	Transportation Services - Miscellaneous Provisions	185
33.01	Accident Prevention and Safety Committee (APASC).....	185
33.02	Availability For Summer Work - Bus Drivers/Bus Aides ...	186
33.03	Bidding Procedures.....	187
33.04	Bidding Seniority - Bus Aides	190
33.05	Bumping Rights	190
33.06	Bus Inspection.....	192
33.07	Check Ride.....	192
33.08	Clothing Allowance	193
33.09	Commercial Driver's License	193
33.10	Early Start-Up.....	193
33.11	Field Trip Assignments - Bus Drivers	194
33.12	Hazard Pay	197
33.13	Hours of Work - Lunch Period	198
33.14	New Technology and Training	199
33.15	Overtime Rates	199
33.16	Personal Leaves	200
33.17	Physical Exams For Bus Drivers.....	201
33.18	Reporting Absence and Return to Work.....	201
33.19	Reporting Pay - Bus Drivers/Bus Aides.....	202
33.20	Rest Period – Other Than Technicians.....	202
33.21	Rest Period - Vehicle Maintenance Department	202
33.22	Return From Leave as a Result of Work Related Injury - Bus Drivers/Bus Aides.....	202
33.23	Return From Leave of Absence Without Pay - Bus Drivers/Bus Aides.....	203
33.24	Road-e-o	203
33.25	Safe Seating Level on Buses	204
33.26	Safety Meetings	204
33.27	Staffing for Bus Aides.....	205
33.28	Substitutes For Bus Aides	205
33.29	Temporary Assignment To Dispatcher's Office.....	206
33.30	Temporary Assignment to Supervisory Position - Crew Leader.....	207
33.31	Transportation Operations Cancellations (Other Than Calamity Days).....	207
33.32	Vehicle Servicepersons	208
33.33	Vehicle Technician Certification.....	208
33.34	Work Assignments.....	209
XXXIV	General	212
	Duration, Renewal, No Strike	212
	Adoption of Policy by Board	213

PART I

GENERAL SECTION

Preamble
Union Recognition
Appendix A - Classifications
Union Security
Management Rights and Responsibilities
No Strike - No Lockout
Non-Discrimination
Check-off of Union Dues
Payroll Deduction Priority
Wage Schedule
Holidays
Leaves
Longevity Pay Plan
Miscellaneous Provisions - General Section
Vacations
Bidding Procedure - General Provisions
Conformance to Classification
Disciplinary Action
Grievance and Arbitration Procedure
Layoff and Recall Procedure
Probationary Period
Reporting Absence and Return to Work
Seniority
Work Rules
Maintenance of Standards
Savings Clause
Subcontracting
Successors and Assignees
Union Representatives and Stewards
Appendix B - Return to Work/Transitional Work

1.00 Preamble

This Contract entered into by the Toledo Public Schools, successors and assignees, hereinafter referred to as "Management" and Locals 272, 349, 840, 2174, 2853 and Council No. 8, American Federation of State, County and Municipal Employees, AFL-CIO, its successors and assignees, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between Management and the Union; the establishment of equitable and peaceful procedures for the resolution of differences in the interpretation and application of the terms of this Contract,

the establishment of rates of pay and agreed upon conditions of employment as spelled out specifically in this Contract; and above all the mutual duty, responsibility and obligation of the Union and Management to provide the best possible education for the students of the school system.

2.00 Union Recognition

The Toledo Board of Education of the School District of The City of Toledo, Ohio, County of Lucas, hereby recognizes the Union (American Federation of State, County and Municipal Employees, AFL-CIO, Council No. 8 and appropriate affiliated locals) as the exclusive bargaining agent for employees in those classifications listed in Appendix A in all matters pertaining to wages, hours, and other conditions of employment, and shall exclude, as defined in the Ohio Revised Code, Section 4117.01, confidential employees, management level employees, supervisory employees, employees who act in a fiduciary capacity, students, substitutes, seasonal and casual employees, professional employees, and guards, as defined in the Ohio Revised Code, Section 4117.06, (D) (2). Each unit in Appendix A as follows shall be treated separately: Local 272, Building and Related Services; Local 349, Custodial Services; Local 840, Food Services; Local 2174 Clerical and Technical Services, Local 2853, Transportation Services.

Each Local's section takes precedence over the General Section.

The following are limited rights positions in the following bargaining units: Local 272, Security Specialist, Security Monitor, and Security Officer; Local 349 Security Response Technician; Local 2174, Secretary to the Assistant Superintendent of Human Resources; Secretary to the Director of Labor Relations; Secretary to the Director of Non-Teaching Personnel and Paraprofessionals; Secretary to the Director of Teaching Personnel; Secretary to the Director of Professional Personnel; Accounting Specialist in Budget Services.

For limited rights classifications in Locals 272 and 349 bargaining unit employees shall have bid rights per the bid procedure. Management shall be allowed to select from the three (3) most senior qualified candidates, when the qualified applicant pool is less than ten (10). If the qualified applicant pool is ten (10) or greater, Management shall be allowed to select from the five (5) most senior qualified

candidates. Regardless of whether the rule of three (3) or five (5) is applicable, if there is a qualified applicant the vacancy must be filled from within the bargaining unit first, then from other AFSCME bargaining units in accordance with Article 15.03. Only when there are no qualified applicants within the AFSCME bargaining units may Management consider outside applicants. (For Clerical and Technical, see Article 32.15.) For limited rights classifications in Locals 272 and 349 the probationary period shall be twelve (12) months. In the event the employee does not successfully complete the probationary period they shall be returned to their previously held position or released from employment if candidate was not hired from within the district.

Employees in limited rights positions shall have the right to become members of the Union, and they shall have all other rights and benefits under this Contract. Employees working in the limited rights positions cannot strike, upon expiration of this Contract, nor bump, or be bumped under the layoff procedure.

Each employee hired after the effective date of this Contract may join the Union after the completion of sixty (60) calendar days of the original probationary period.

Management shall establish job description and job qualifications. Management shall consult with the Union prior to establishing a new or revised job description. Any changes in job descriptions shall be dated and signed by the Human Resource Director, and include the effective date of the changes. The Union shall receive a copy of the changed job description. Management and the Union will utilize their Labor/Management Committees to address job descriptions specific to each Local. The Union may grieve: (1) whether the job qualifications are not related to the job in question. (2) Whether the Contract has been followed with regards to filling of the job. (3) In the case of an existing job, whether the job has sufficiently changed to require a reclassification of the job. (4) In the case of a newly established job whether the job is properly classified accordingly to the rate paid. All job descriptions and job qualifications must be job related. In the application of this article all employees must be treated equally and fairly.

In the matter of grievances and collective bargaining with the Board of Education and Administration, the employees and employee organizations shall proceed to the exclusive

bargaining agent in each bargaining unit; however, the employee shall not be denied the right to be heard as an individual provided the Union is given the opportunity to be present and the resolution of the agreement will not be inconsistent with the terms of this Contract.

Management shall bargain and process grievances only with the bargaining agent of a bargaining unit. The Union agrees to represent equally all employees within the bargaining unit without regard to membership or participation or association with the activities of any other employee organization, and to give equal consideration and representation to any employee in the bargaining unit, who is not affiliated with any employee organization.

In the event a new job class is otherwise established, it is agreed between the parties that negotiations shall take place to determine whether or not a job class shall be included in an appropriate bargaining unit.

If it is agreed that the position should be placed in an AFSCME bargaining unit, the Board and the Union will negotiate terms and conditions, including salary and hours of such position. The parties agree to jointly petition the State Employment Relations Board for inclusion of such positions in the bargaining unit.

In the event any job class has been or shall be established, or if any existing job class is to be considered for reclassification, Management agrees to negotiate with the Union as to whether the job class is to be in the bargaining unit. If it is agreed to place a job class in the bargaining unit, the job shall be allocated to the proper local in the established bargaining unit, to which it is most directly related.

If an agreement cannot be reached between the parties as to whether a job class is to be in a bargaining unit, the parties agree to submit the issue to step 4 of the grievance procedure within thirty (30) days after such classification is established. If the Arbitrator places the position within the bargaining unit, the terms and conditions, including salary and hours, of such positions shall be negotiated by the Board and AFSCME.

Appendix A

2.01 **Building and Related Services (Local 272)**

Assignment Operator
Audio-Visual Equipment Repairperson
~~Bricklayer~~
~~Building Operator Trainee~~
Carpenter
Computer Repair Technician I
Computer Repair Technician II
Computer Repair Technician III
Digital Graphics Publishing Specialist
Electrician
Electronics Technician
Food Service Repairperson
Glazier
Grounds Equipment Repairperson
Grounds Equipment Repairperson - Helper
Grounds Maintenance 1
Grounds Maintenance 2
Group II Operator
Group III Operator
Group IV Operator
Hardware Repairperson
Hardware Repairperson Assistant
Heating Maintenance Repairperson
Heating Maintenance Technician
Heating Ventilation Air Conditioning Repairperson
Industrial Arts Equipment Repairperson
~~Light Equipment Operator~~
Low Voltage Electrician
Mail Service Clerk
Office Equipment Repairperson
~~Office Equipment Repairperson Assistant~~
Painter
Plasterer
Plumber
Printer
Printer Assistant
Roofer
Security Monitor Technician
~~Security Officer~~
School Resource Officer
~~Security Specialist~~
~~Steamfitter~~
Storekeeper

Storekeeper/Property Control
Storekeeper/Truck Driver CDL
Supply Technician
Telecommunications Specialist
Truck Driver
~~Truck Driver Assistant~~
~~Utility Driver~~
Welder

**2.02 Custodial Services and Campus Protection Officers
(Local 349)**

Campus Protection Officer
Custodian I - Bldg. to 70,000 sq. ft.
Custodian II - Bldg. over 70,000 sq. ft.
Custodian III - High School - Days
Custodian IV - Lead/High School - Night
Facility Specialist
Hall Monitor
Lead Custodian
Miscellaneous Laborer
Roving Miscellaneous Laborer
Security Response Technician
Working Facility Site Coordinator II
Working Facility Site Coordinator III
Working Facility Site Coordinator IV

2.03 Food Service (Local 840)

~~Commissary Baker~~
Commissary Cook
Commissary Worker-in-Charge
Food Service Worker I
Food Service Worker II
~~Food Service Worker Trainer~~

2.04 Clerical and Technical (Local 2174)

Administration Building Receptionist

ASP Clerk
Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Accounting Clerk IV
Accounting Specialist
Brailist

Business Specialist (Interview)

Charter Schools Secretary IV (Interview)

Charter Schools Secretary V (Interview)

Clerical Specialist
Clerk Dispatcher
Clerk-Typist
Computer Operations Specialist
Computer Operator
Communication Assistant
~~Data Entry Clerk I~~
~~Data Entry Clerk II~~
Elementary Library Secretary
Employee Benefits Clerk
~~Employee/Student Response Technician~~
Film Inspector

Fiscal Compliance Specialist (Interview)

Help Desk Specialist

Human Resource Technician (Limited Rights)

~~Instructional Aide~~
Inventory Control Clerk
~~Library Technical Assistant~~
Microfilm Clerk
Office Assistant to Nurse

OMB Specialist (Limited Rights)

Payroll Specialist (Interview)

~~Salary Specialist - Professional Personnel~~

Salary Specialist **(Interview)**

Secondary School Cashier

Secretary I

Secretary II

Secretary III

Secretary IV

Secretary V

~~Secretary - Official Board Minutes~~

~~Secretary - Stenographer II~~

~~Secretary - Stenographer III~~

~~Statistical Clerk~~

~~Telephone Operator~~

Treasury Division Specialist (Interview)

Treasury Specialist **(Interview)**

~~Visual Aids Serviceperson~~

~~Visiting Teacher Aide~~

Worker Compensation Specialist (Interview)

2.05 Transportation Services (Local 2853)

Bus Aide
Bus Driver

Driver Trainer
Driver Trainer Assistant
Vehicle Mechanic Assistant
Vehicle Serviceperson
Vehicle Technician

3.00 Union Security

(A) All employees in the bargaining unit who sixty (60) calendar days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

The fair share amount shall be certified to Management by the Treasurer of the Local Union.

The deduction of the fair share fee by Management from the payroll check of the employee shall be automatic and does not require the written authorization of the employee.

Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction as provided herein.

The fair share fee agreement between Management and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union who are in the same bargaining unit. An internal rebate procedure by the Union and payments by employees holding religious conscientious objections shall be governed by O.R.C. Section 4117.09 (C).

(B) The Board shall provide each pay period when deductions are taken to the appropriate Local Union Treasurer, a list of those members and non-members on payroll deduction.

(C) The Board shall provide each month to the appropriate Local Union a list of new bargaining unit employees, bargaining unit employees returning from leaves of absence, and bargaining unit employees granted leaves of absence.

(D) AFSCME shall have the exclusive right to payroll deduction of dues and/or fair share for all employees covered by Article 2.00, Recognition.

In the event that the Board is held to be responsible for the repayment of monies paid to AFSCME pursuant to this fair

share fee agreement, the Union to the extent of those funds actually received, shall reimburse same to the Board and/or the designated bargaining unit employees involved.

If any provision of this article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

Management agrees to provide the Union upon request a listing of employees who pay fair share. This list will include name, address and social security number.

4.00 Management Rights and Responsibilities

Nothing in this Contract shall be construed as delegating to others the powers and responsibilities vested exclusively in Management by the citizenry of the school district or by State Laws to manage and direct the work forces including the right to hire, discipline for cause, the right to plan, direct and control Management's operations, relieve employees from duty because of lack of funds, or for other legitimate reasons.

This Contract shall be construed as requiring Management to follow the procedure and policies prescribed herein, to the extent that they are applicable, in the exercise of the authority conferred upon them in compliance with the laws of the State of Ohio.

4.01 Staffing Level Reductions

In the event of school closings, reduction in the enrollment which necessitates layoffs or major reduction in available funding makes it economically infeasible to maintain the staffing levels, the Superintendent or his/her designee and a representative of the appropriate Local Union shall enter into discussions concerning methods available to meet such financial problems prior to any action being taken. The Superintendent or his/her designee shall not, through layoff or otherwise, reduce below the staffing level before giving full consideration to the recommendations of the appropriate Local Union President resulting from such discussions.

4.02 Budget Hearings

Following submission of the Superintendent's recommended budget to the Board of Education, and before budget hearings on individual budget centers begin, the appropriate Executive

Director(s) will meet with the Presidents of the Locals covered by his/her budget to provide them with a copy of the Superintendent's budget and to discuss the same with them. The presidents will be advised as soon as possible of the date, time and place of the Board budget hearings pertaining to their locals.

5.00 No Strike - No Lockout

LOCKOUTS: No lockout of employees shall be instituted by Management during the term of this Contract.

STRIKES: No strikes of any kind shall be caused or sanctioned by the Union during the term of this Contract.

6.00 Non- Discrimination

Management and the Union agree that there shall be no discrimination against any person because of age, sex, race, religion, national origin, handicap, political affiliation, Union affiliation, marital status, or for any reason in violation of law. All references herein where the male gender is used shall be construed to include female and male persons. Nothing contained in this Agreement shall prevent the Board from complying with the requirements of any applicable federal, state or local handicap or disability laws.

7.00 Check-off of Union Dues

It is understood and agreed between Management and the Union that Management will deduct any Union dues, initiation fees, fair share, and uniform assessments owed the Union, from the paycheck of all employees who have signed proper legal authorization for such deductions who are covered by the Contract on the second payday in September and thereafter for the month for which dues and initiation fees, fair share are due the Union, unless otherwise mutually agreed by Management and the Union.

Management further agrees to remit to the Secretary-Treasurer of the Union, two (2) weeks after the pay period ending date in which dues are deducted, all Union dues, initiation fees, fair share and uniform assessments so deducted from the paycheck of such employees.

Neither the Union nor any employee shall have a claim against Management for errors in the processing of deductions unless

claim of error is made to Management in writing within sixty (60) calendar days after the date such an error is claimed. If it is found an error was made, it will be corrected at the next pay period that Union dues deductions will normally be made. Management agrees that employees after completion of sixty (60) calendar days of the original appointment probation shall have the right to join the Union or pay a fair share fee and be represented by the Union.

7.01 P.E.O.P.L.E.

Management will deduct from the paycheck of all employees who have signed a proper legal authorization for the Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee and remit monthly to said committee all such deducted monies.

8.00 Payroll Deduction Priority

Both Management and the Union recognize that in some cases because of low earnings and several authorized deductions that a negative check could result if all deductions were made. Therefore, the following schedule for precedence of deductions will be followed:

1. All deductions required by law.
2. Union dues, or Fair Share
3. Hospitalization and Insurance Funds
4. Annuities
5. Credit Union
6. P.E.O.P.L.E.
7. Savings Bonds

The Treasurer of the Toledo Public Schools may charge a fee of up to three (\$3) dollars for processing court orders, except for child support, and up to twenty (\$20) dollars for non-sufficient fund checks written by employees.

It is agreed that if because of lack of earnings or any other reason authorized deductions are not made at the agreed time, the makeup deduction will be made the next time that deduction is scheduled.

Management agrees to deduct from employees giving written authorization, any monies for any authorized Credit Union and remit same to such authorized Credit Union Office by separate check.

Management agrees to participate in the U.S. Savings Bond Program and remit holdings to the proper authorities.

Management agrees to deduct from employees giving written authorization any monies for an approved Annuity program and to remit to the proper authorities these amounts by separate check provided, however, such deductions are possible without additional expense to Management.

In the event withholding of out of state taxes is legal and not cost prohibitive, the Board will start withholding January 1, 1993.

8.01 Payday

Employees shall be paid every two (2) weeks. Direct Deposit shall be mandatory for all employees. Payday shall be on Friday. Each employee will have the option of having a paper or electronic stub. All earned pay and/or wages shall be paid on the paycheck following the close of the pay period. The pay period shall end the Friday preceding payday except for the pay period for overtime, which shall end two (2) Fridays preceding payday.

When it becomes necessary to alter paydays, non-teachers will receive a pay two (2) consecutive Fridays. The first Friday will be a two (2) week pay, the second Friday will be a one (1) week pay. Thereafter, payday will be every other Friday. The Union will be advised at least forty-five (45) days in advance when it becomes necessary to alter paydays.

All employees shall receive a copy of their ADR cards. In the event that the Payroll Department does not receive a signed ADR card, prior to holding the check, the Payroll Department shall first notify the employee in writing. If there is no response within a reasonable period of time, the second notice shall be by regular U.S. mail to the last known address of the employee.

If an employee is left off payroll or has a shortage because of mandatory deadlines, missed monies will be paid the following Friday. The Treasurer's Division will explore other options in an attempt to get employees who have been left off payroll or have a shortage paid more quickly.

It will be the responsibility of the employee and the appropriate department to ensure that the necessary information is

provided the payroll department no later than 4:00 p.m. the Tuesday preceding the next Friday.

Deadlines may be altered by payroll when shortages occur during a holiday week.

8.02 Personnel Files

Personnel files shall be kept confidential in compliance with the Ohio Revised Code, Chapters 1347 and 149 of public records. Employees or their designee may review their personnel file by scheduling an appointment in the Personnel Office. The appointment will be no later than twenty-four (24) hours (excluding non-work days) following the request. Management shall request anyone, excluding the appropriate personnel employees, and union officers of that person's local, to fill out a form identifying the name, address and phone number of the individual requesting access to the personnel file. Employees will be notified as soon as possible, but normally within twenty-four (24) hours (excluding non-work days) after individuals other than the appropriate personnel or Union representatives have requested access to their personnel file.

An employee shall have the right to answer any material in his/her file, and his/her answer shall be attached to the file copy.

A committee composed of the President of the Local in question and a representative of the Personnel Office shall inspect materials and hear complaints from employees under this article. Material will be removed from the file when an employee's claim that is inaccurate or unfair is mutually agreed upon.

Employees may request a copy of any material in his/her file except for material originally supplied to the Board as confidential previous to employment or confidential recommendations for an administrative position. Cost of reproducing the material will be paid by the employee. If the Union is asked to file a grievance on behalf of the employee, the Union shall also be entitled to a copy of any material in his/her file upon written request from the employee involved to the Personnel Office.

8.03 Purchase of Prior Service Credit

Management agrees to submit and recommend passage of a resolution to the Board of Education to allow employees to purchase service credit at the pre-tax rate, so long as permitted by SERS.

8.04 Retirement Contributions

The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81.36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System of Ohio contribution which has been designated as "picked up," by the Board shall be included in computing final average salaries, provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

9.00 ~~For the duration of the agreement July 1, 2011 through June 30, 2013; there shall be a reduction in the salary schedule of 2.5%. The salary reduction of 1% from 2010 remains in effect. This reduction also applies to Longevity pay.~~

Effective January 1, 2014 the salary schedule shall be increased by 1% (one percent.) Employees will be placed back on the wage schedule and will advance one step on the salary scale on their anniversary date.

Effective January 1, 2015, the salary schedule shall be increased an additional 1% (one percent.) Employees will advance one additional salary step on the salary scale on their anniversary date.

**SCHEDULE OF WAGES
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
Locals 272, 349, 840, 2174, and 2853**

Section 1. Building and Related Services (Local 272)

Classification:	7/01/11	1/1/14	1/1/15
Assignment Operator	17.15	17.32	17.49
Audio-Visual Equipment Repairperson	19.03	19.22	19.41
Bricklayer	19.03		
Building Operator Trainee	15.26		
Carpenter	19.03	19.22	19.41
Computer Repair Technician I	17.59	17.77	17.95
Computer Repair Technician II	19.70	19.90	20.10
Computer Repair Technician III	21.95	22.17	22.39
<u>Digital Graphics Publishing Specialist</u>	<u>19.33</u>	<u>19.52</u>	<u>19.72</u>
Electrician	19.03	19.22	19.41
Electronics Technician	19.03	19.22	19.41
Food Service Repairperson	19.03	19.22	19.41
Glazier	19.03	19.22	19.41
Grounds Equipment Repairperson	19.03	19.22	19.41
Grounds Equipment Repairperson Helper	17.36	17.53	17.71
Grounds Maintenance 1	16.75	16.92	17.09
Grounds Maintenance – 1 yr.	17.25	17.42	17.59
Grounds Maintenance 2	17.75	17.93	18.11
Group II Operator	17.75	17.93	18.11
Group III Operator	18.08	18.26	18.44
Group IV Operator	19.03	19.22	19.41
Hardware Repairperson	19.03	19.22	19.41
Hardware Repairperson Assistant			
Entrance Rate	17.59	17.77	17.95
After 1 Year	17.87	18.05	18.23
After 2 Years	18.13	18.31	18.49
After 3 Years	19.03	19.22	19.41
Heating Maintenance Repairperson	19.03	19.22	19.41
Heating Maintenance Technician	18.08	18.26	18.44
<u>Heating Ventilation Air Conditioning</u>			
<u>Repairperson</u>	<u>19.03</u>	<u>19.22</u>	<u>19.41</u>
Industrial Arts Repairperson	19.03	19.22	19.41
Light Equipment Operator			
Low Voltage Electrician	19.03	19.22	19.41
Mail Service Clerk	16.75	16.92	17.09
Office Equipment Repairperson	19.03	19.22	19.41
Office Equipment Repairperson Assistant			
Entrance Rate	17.59		
After 1 Year	17.87		
After 2 Years	18.13		
After 3 Years			19.03

Classification:	7/01/11	1/1/14	1/1/15
Painter	19.03	19.22	19.41
Plasterer	19.03	19.22	19.41
Plumber	19.03	19.22	19.41
Printer	19.03	19.22	19.41
Printer Assistant			
Entrance Rate	17.59	17.77	17.95
After 1 Year	17.87	18.05	18.23
After 2 Years	18.13	18.31	18.49
After 3 Years	19.03	19.22	19.41
Roofer	19.03	19.22	19.41
Security Monitor Technician	17.75	17.93	18.11
<u>School Resource Officer</u>	21.95	22.17	22.39
Security Officer	19.03		
Security Specialist	18.13		
Steamfitter	19.03		
Storekeeper	17.18	17.35	17.52
Storekeeper/Property Control	17.18	17.35	17.52
Storekeeper/Truck Driver CDL	17.28	17.45	17.62
Supply Technician	18.11	18.29	18.47
Telecommunications Specialist	19.03	19.22	19.41
Truck Driver	16.75	16.92	17.09
Truck Driver Assistant	16.21		
Truck Driver CDL	16.85	17.02	17.19
Utility Driver	16.75		
Welder	19.03	19.22	19.41

**Section 2. Custodial Service and Campus Protection Officers
(Local 349)**

Campus Protection Officer	16.92	17.09	17.26
Custodian I	15.81	15.97	16.13
Custodian II	15.86	16.02	16.18
Custodian III	16.44	16.60	16.77
Custodian IV	16.53	16.70	16.87
Facility Specialist	16.53	16.70	16.87
Hall Monitor	14.58	14.73	14.88
Lead Custodian	16.53	16.70	16.87
Miscellaneous Laborer (before 12/01/97)			
Entrance Rate	13.91	14.05	14.19
After 1 Year	14.88	15.03	15.18
After 2 Years	15.27	15.42	15.57
Miscellaneous Laborer (12/01/97 and after)			
Entrance Rate	9.82	9.92	10.02
After 1 Year	10.42	10.52	10.63
After 2 Years	11.01	11.12	11.23
After 3 Years	11.64	11.76	11.88
After 4 Years	12.24	12.36	12.48

Classification:	7/01/11	1/1/14	1/1/15
After 5 Years	12.84	12.97	13.10
After 6 Years	13.45	13.58	13.72
After 7 Years	14.05	14.19	14.33
After 8 Years	14.66	14.81	14.96
After 9 Years	15.27	15.42	15.57
Roving Miscellaneous Laborer (before 12/01/97)			
Entrance Rate	13.91	14.05	14.19
After 1 Year	14.88	15.03	15.18
After 2 Years	15.26	15.41	15.56
Roving Miscellaneous Laborer (12/01/97 and after)			
Entrance Rate	9.82	9.92	10.02
After 1 Year	10.42	10.52	10.63
After 2 Years	11.01	11.12	11.23
After 3 Years	11.64	11.76	11.88
After 4 Years	12.24	12.36	12.48
After 5 Years	12.84	12.97	13.10
After 6 Years	13.45	13.58	13.72
After 7 Years	14.05	14.19	14.33
After 8 Years	14.66	14.81	14.96
After 9 Years	15.27	15.42	15.57
Security Response Technician	16.92	17.09	17.26
Working Facility Site Coordinator II	17.80	17.98	18.16
Working Facility Site Coordinator III	18.13	18.31	18.49
Working Facility Site Coordinator IV	19.07	19.26	19.45

Section 3.

Food Services (Local 840)

Commissary Baker	13.91		
Commissary Cook	14.06	14.20	14.34
Commissary Worker-in-Charge	16.25	16.41	16.57
Food Service Worker I			
Step 1	9.31	9.40	9.49
Step 2	9.61	9.71	9.81
Step 3	9.86	9.96	10.06
Step 4	10.42	10.52	10.63
Step 5	11.23	11.34	11.45
Step 6	12.04	12.16	12.28
Step 7	12.86	12.99	13.12
Food Service Worker II			
Step 1	10.14	10.24	10.34
Step 2	10.47	10.57	10.68
Step 3	10.72	10.83	10.94
Step 4	11.33	11.44	11.55
Step 5	12.12	12.24	12.36
Step 6	12.92	13.05	13.18
Step 7	13.74	13.88	14.02
Food Service Worker Trainer	16.25		

Food Service Worker IIs assigned where over 300 lunches but less than 600 lunches are served shall receive \$.05 per hour above the established rate of pay.

Food Service Worker IIs assigned where over 600 lunches are served shall receive \$.10 per hour above the established rate of pay.

Section 4. Clerical and Technical Services (Local 2174)

Classification:	7/01/11	1/1/14	1/1/15
Group 1			
Office Assistant to the Nurse	12.75	12.88	13.01
Group 2 ASP Clerk			
Entrance Rate	12.95	13.08	13.21
After 1 Year	13.30	13.43	13.56
After 2 Years	13.65	13.79	13.93
After 3 Years	13.96	14.10	14.24
After 4 Years	14.24	14.38	14.52
Group 3			
Clerk Typist			
Elementary Library Secretary			
Film Inspector			
Inventory Control Clerk			
Microfilm Clerk			
Visiting Teacher Aide			
Visual Aide Serviceperson			
Entrance Rate	13.44	13.57	13.71
After 1 Year	13.91	14.05	14.19
After 2 Years	14.32	14.46	14.60
After 3 Years	14.71	14.86	15.01
After 4 Years	15.07	15.22	15.37
Group 4			
Accounting Clerk I			
Data Entry Clerk I			
Instructional Aide			
Library Technical Assistant			
Secretary I			
Entrance Rate	13.92	14.06	14.20
After 1 Year	14.35	14.49	14.63
After 2 Years	14.75	14.90	15.05
After 3 Years	15.18	15.33	15.48
After 4 Years	15.48	15.63	15.79
Group 5			
Accounting Clerk II			
Data Entry Clerk II			
Employee/Student Response Technician			
Secretary II			
Secretary Steno II			

Administration Building Receptionist-Telephone Operator

Entrance Rate	14.25	14.39	14.53
After 1 Year	14.71	14.86	15.01
After 2 Years	15.16	15.31	15.46
After 3 Years	15.56	15.72	15.88
After 4 Years	15.91	16.07	16.23

Group 6

Accounting Clerk III
Secretary III
~~Secretary Steno III~~
~~Statistical Clerk~~

Entrance Rate	14.71	14.86	15.01
After 1 Year	15.19	15.34	15.49
After 2 Years	15.62	15.78	15.94
After 3 Years	16.04	16.20	16.36
After 4 Years	16.39	16.55	16.72

Group 7

Entrance Rate	16.38	16.54	16.71
After 1 Year	16.55	16.72	16.89
After 2 Years	16.80	16.97	17.14
After 3 Years	16.96	17.13	17.30
After 4 Years	17.15	17.32	17.49

Group 8

Accounting Clerk IV
Secondary School Cashier
Secretary IV

Entrance Rate	16.51	16.68	16.85
After 1 Year	16.81	16.98	17.15
After 2 Years	17.24	17.41	17.58
After 3 Years	17.56	17.74	17.92
After 4 Years	17.98	18.16	18.34

Group 9

Accounting Specialist	18.86	19.05	19.24
Brailist	18.86	19.05	19.24
Business Specialist	18.86	19.05	19.24
Clerk Dispatcher	18.86	19.05	19.24
Communications Assistant	18.86	19.05	19.24
Computer Operations Specialist	18.86	19.05	19.24
Computer Operator	18.86	19.05	19.24
Employee Benefits Clerk	18.86	19.05	19.24
<u>Help Desk Specialist</u>	18.86	19.05	19.24
Secretary - Official Board Minutes	18.86		
Secretary V	18.86	19.05	19.24

Group 10

Clerical Specialist	19.03	19.22	19.41
Curriculum Services Specialist	19.03	19.22	19.41
<u>Fiscal Compliance Specialist</u>	19.03	19.22	19.41

<u>Human Resource Technician</u>	19.03	19.22	19.41
<u>OMB Budget Specialist</u>	19.03	19.22	19.41
<u>Payroll Specialist</u>	19.03	19.22	19.41
Salary Specialist	19.03	19.22	19.41
<u>Treasurer's Division Specialist</u>	19.03	19.22	19.41
Treasury Specialist	19.03	19.22	19.41
<u>Workers' Compensation Specialist</u>	19.03	19.22	19.41

Section 5. Transportation Services (Local 2853)

Bus Aide	13.58	13.72	13.86
Bus Driver			
Probationary Rate	13.85	13.99	14.13
Entrance Rate	14.98	15.13	15.28
After 1 Year	15.97	16.13	16.29
After 2 Years	16.43	16.59	16.76
After 5 Years	16.85	17.02	17.19
Driver Trainer	17.36	17.53	17.71
<u>Driver Trainer Assistant</u>	17.11	17.28	17.45
Vehicle Mechanic Assistant			
Entrance Rate	17.30	17.47	17.64
After 1 Year	17.60	17.78	17.96
After 2 Years	17.82	18.00	18.18
After 3 Years	18.75	18.94	19.13
Vehicle Serviceperson			
Entrance Rate	15.35	15.50	15.66
After 1 Year	15.70	15.86	16.02
Vehicle Technician	19.16	19.35	19.54

10.00 Holidays

The following holidays shall be observed for all employees with full pay at the regular hourly rate of pay for the regular scheduled hours prevailing at the time said holiday occurs unless otherwise provided in this Contract.

New Year's Day
Martin Luther King's Birthday
Third Monday in February - President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas
New Year's Eve

Also:

Any day set apart by the President of the United States or the Governor of the State of Ohio as a holiday, which is authorized by the Superintendent of Schools and/or Board of Education as a school holiday, shall be a paid holiday for AFSCME personnel.

The granting of pay for holidays shall be subject to the following regulations:

1. To be eligible for holiday pay the employee must be on the payroll during the week in which the holiday falls, except that an employee will not be paid holiday pay if the employee is off the payroll on his/her own accord for any part of the working day immediately preceding or any part of the working day following a holiday.

2. If a holiday occurs during a sick leave or other paid leave the employee shall be paid for the holiday at the regular hourly rate of pay. A sick leave day will not be charged against an employee when a holiday occurs during said leave.

3. If a holiday occurs during a vacation period, the employee shall be paid for said holiday at the regular hourly rate of pay for the regular scheduled hours and the holiday will not be charged as a vacation day.

4. When a holiday occurs on a Saturday or Sunday and the holiday is not celebrated on a Friday or Monday, an employee shall be paid at the regular hourly rate for that day or granted an additional vacation day at the option of the employee.

5. Employees who are off payroll during the summer school break shall not receive pay for holidays occurring during this period, except as provided in 1 above.

6. An employee shall be paid for those holidays that occur during the Christmas and New Year Vacation period and the spring recess period.

7. Employees who are not scheduled to work on a designated holiday shall be paid holiday pay computed at the number of hours the employee has been working on an established or regular basis at the appropriate hourly rate of pay (excluding overtime).

8. Only employees who work on a designated holiday shall be paid holiday pay plus double time for all hours worked on such holiday.

9. In the event an employee is working in a higher classification and is thus being paid a higher rate of pay for the day before and the day after a holiday, that employee shall be paid the higher rate of pay for the holiday.

10. Religious Holidays

An employee shall be entitled to leave for religious observances. Requests for such leave shall be filed in the Personnel Office at least ten (10) days prior to the observance day and shall be charged to unused personal leave, vacation, or unpaid leave at the employee's option.

11. Any Food Service Worker or Clerical employee working more than their regularly scheduled hours five (5) days before and after a holiday shall receive holiday pay for the extra hours.

11.00 Leaves

11.01 General Provisions

An employee shall be granted a leave of absence without pay for one (1) year for sickness or recuperation therefrom when his/ her sick leave and accrued vacation has been exhausted. Seniority shall accumulate during such leave of absence for up to one (1) year. Extensions beyond the original one (1) year may be granted, but shall not exceed two six (6) month periods.

A Leave of Absence without pay may be granted for other valid reasons, by mutual consent between Management and the Union. An employee may be granted, on a daily basis, an excused leave of absence without pay and without loss of seniority and fringe benefits for up to five (5) work days. Advance notice of at least seventy-two (72) hours, when possible, shall be required.

An employee may return to duty prior to the expiration of the Leave of Absence provided he/she notified Management at least seventy-two (72) hours in advance of his/her return. Upon expiration of the leave of absence without pay, an employee shall be reinstated to his/her former position. However, if such Leave of Absence exceeds twelve (12)

weeks and his/her position has been permanently filled, he/she may return only when a vacancy exists in the same, similar or lower paid job classification through the bid process.

Any absence which has not been approved may constitute an unexcused absence and may subject the employee to the disciplinary procedure which may result in dismissal.

An employee who does not return to duty upon expiration of a Leave of Absence without pay shall be removed from the service of Management.

A Leave of Absence without pay shall not be granted if an employee has not satisfactorily completed his/her original probationary period.

No Leave of Absence shall be granted for the purpose of permitting employment with an-other employer or to be self-employed.

All employees taking any type of paid or unpaid leave of absence covered by the Family Medical Leave Act (FMLA) are required to comply with employee reporting requirements of the Act.

11.02 Critical Illness in Immediate Family

Up to five (5) work days with no deduction in pay each fiscal year shall be granted for serious injury or critical illness affecting a member of the immediate family. If requested, the critical nature of the injury or illness shall be verified by a physician. These five (5) work days are not accumulative nor shall they be subtracted from accumulated sick leave.

For the purpose of this article the immediate family shall be limited to the Employee's spouse, child*, mother, father, grandparent, brother, sister, grandchild, stepbrother, step-sister, stepmother, stepfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, also a person who has lived in the employee's home as a member of the family for at least twelve (12) consecutive previous months.

* Child includes: son, daughter, stepson, step-daughter, or a child who has lived in the employee's home as a member of the family for at least the last twelve (12) consecutive months and placed by an authorized placement agency. (Extenuating

circumstances will be discussed.) If IRS changes definition of Immediate Family we will discuss with Unions. (See Article 11.03 & Article 11.09)

11.03 Funeral Leave

Employees who have a death in the immediate family shall be granted three (3) work days absence to attend to arrangements and/or attend the funeral. For the purpose of this section parents shall be granted release time to attend the funeral of a dependent child's biological father or mother. If it is necessary to extend funeral leave for immediate family beyond the funeral leave days, said extended days shall be charged to the employee's sick leave, personal leave, or unused vacation at the discretion of the employee.

If the death or funeral of a member of the immediate family occurs more than one hundred seventy-five (175) miles from Toledo, the employee shall be granted two (2) days travel time to travel to that location to make arrangements or to attend the funeral.

The three (3) work days of leave shall be taken within one (1) week of the death. For the purposes of this article the immediate family shall be defined as in Article 11.02.

Employees attending funerals of his/her aunt or uncle not in immediate family shall be allowed an absence of one (1) day with pay to attend funeral on the day of the funeral providing it falls on employee's work day.

Employees may use an unused sick day or an unused personal leave day to attend the funeral of his/her cousin, niece, nephew if funeral falls on his/her work day.

Proof for funeral leave may be required by Management. This proof may be provided by a licensed funeral director, a clergyman, or a copy of a legal document which establishes the relationship between the employee and the deceased.

Holidays shall not be counted as work days for the purpose of this article.

Vacation shall not be counted as work days for the purpose of funeral leaves. Vacation would need to be rescheduled with supervisor.

When there is a death of a staff member (including all bargaining units; teaching, non-teaching, etc.) in any school or other location, a delegation will represent the staff at the funeral. The size of the delegation will be determined based on the following:

Any school or other location with a staff of fifty (50) or more - A maximum of nine (9) staff members may be released to attend the funeral.

Any school or other location with a staff of twenty-five (25) to forty-nine (49) - A maximum of five (5) staff members may be released to attend the funeral.

Any school or other location with a staff of twenty-four (24) or less - A maximum of three (3) staff members may be released to attend the funeral.

Staff members who are members of the immediate family (as defined in the negotiated Contract) shall not be counted in the calculation outlined above.

Other employees may be released if arrangements, satisfactory to the principal or director, can be made between employees to cover each work location, classroom and non-classroom.

11.04 Return to Work/Transitional Work Program

Any employee who is, or has in the past been, injured, assaulted or disabled while in the performance of his/her duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio shall have the following options:

Option A

Remain on the regular payroll of Management through the TPS Wage Continuation Program; or,

Option B

Go off the regular payroll on an unpaid Workers' Compensation leave and receive compensation through the Bureau of Workers' Compensation.

However, an employee who has settled his/her worker's compensation claim with Toledo Public Schools through the Industrial Commission will not be eligible to participate in the

Return-to-Work/Transitional Work Program for the conditions which were settled.

OPTION A - TPS WAGE CONTINUATION PROGRAM

An employee who elects to participate in the TPS Wage Continuation Program agrees to the terms and stipulations as described in the TPS Return to Work/Transitional Work program (See Appendix B). Such Return to Work/Transitional Work program is a cooperative effort between labor and management, mutually agreed upon, and may be amended only upon the consent of the joint TPS-AFSCME Workers' Compensation Committee. The committee will consist of representatives from the Administration, a representative from Council 8 and the five (5) AFSCME Local Presidents or designees.

Eligibility for the TPS Wage Continuation Program requires the employee to be off work due to a work related injury, provided the employee reports the injury within twenty-four (24) hours of the incident of illness or injury. A Workers' Compensation claim will be filed for payment of medical benefits through the Bureau of Workers' Compensation. Paid leave shall be granted for a period of time as recommended by the program treating physician not to exceed two (2) years, during which time the employee will remain on the Board's payroll, provided proof of continued disability is submitted. Such proof shall be accompanied by a "statement of attending physician" setting forth the illness or injury, work restrictions, if any, estimated duration of disability, and estimated return to work date. Attending physician statements must be submitted to the Board within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employee, the request for wage continuation extension may not be considered. All benefits, including insurance, will continue during the duration of the Wage Continuation Program.

If an employee returns to full duty work for less than six (6) months and then is disabled at a later date due to the same injury, he/she may request to reactivate the Wage Continuation Program provided proper medical proof is submitted to Management; and, thereafter, may follow the procedure outlined above for the remainder of time unused of the original two (2) years of eligibility under the program. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of eligibility under the program.

If an employee's eligibility for the two (2) years of Wage Continuation is exhausted, the employee is eligible for additional leave time equal to

1) his/her sick leave accumulation and other accrued time; plus

2) up to a two (2) year unpaid Workers' Compensation leave of absence. The employee may elect to use either of these alternatives first.

When electing to utilize accumulated sick leave and other accrued leave, the employee will remain on payroll and will continue to receive all benefits, including insurance, but will not be eligible to receive compensation from the Bureau of Workers' Compensation.

When electing to utilize unpaid Workers' Compensation leave the employee will go off payroll and will continue to receive all benefits, including insurance. The employee may file to receive Workers' Compensation payments for which he/she may be eligible. The employee and the Board retain their respective rights under the Workers' Compensation Act. The unpaid Workers' Compensation leave will be granted for up to one (1) year. Extensions beyond the one (1) year may be granted, but shall not exceed two six (6) month periods.

When the amount of time the employee has available under one alternative has been exhausted, he/she will be placed under the other alternative. If the employee does not elect an alternative, the employee's accumulated sick leave and other accrued time will be used first.

After an employee has exhausted all leave time available under Option A, the employee's employment and seniority will be terminated. Continuation of insurance benefits, once all leave is exhausted, shall be for the balance of the month plus two (2) additional months. Thereafter, the employee may continue benefits according to COBRA regulations.

At all times during leave under this article, the employee will remain required to provide medical documentation and cooperate with the procedures of the TPS Return to Work/Transitional Work Program. An employee electing to participate in the TPS Wage Continuation Program, who returns to work during leave granted under Option A, will be reinstated to his/her former position (subject to any medical restriction(s) identified by the Program).

Any employee who chooses Option A and is not working due to his/her injury or disability as a result of an injury on the job, and voluntarily elects to enter a BWC Vocational Rehabilitation Program, agrees to accept Living Maintenance compensation for the duration of the Rehabilitation Program. During the duration of the Vocational Rehabilitation Program the employee will be removed from payroll, but will not suffer a loss of any benefits, including insurance. Time spent by an employee in Vocational Rehabilitation will not count against his/her time under the Transitional Work Program. The employee will be reinstated to an appropriate active pay status upon completion of the Vocational Rehabilitation Program in accordance with this article regarding the Collective Bargaining Agreement.

OPTION B - UNPAID WORKERS' COMPENSATION LEAVE

An employee electing not to be evaluated by Management's program physician or who elects not to follow that physician's recommended program and go only to the physician of their choice shall not be entitled to participation in the Wage Continuation Program as described above. Such an employee electing not to participate in the Wage Continuation Program will be removed from payroll and will be placed on an approved unpaid Workers' Compensation leave of absence. Notice of intent not to participate in Management's Wage Continuation Program must be given within three (3) work days of the injury. Any and all work-related injury claims will be processed through and conform with the Workers' Compensation Act. The Board and employee will retain their respective rights to pursue/defend any claims under the Workers' Compensation Act, including but not limited to Management's right to offer work within the employee's work restrictions and Management's right to have the employee examined by a physician of its own choosing.

An employee who elects not to participate in the TPS Wage Continuation Program is eligible for total leave time for

- 1) up to a two (2) year unpaid Worker's Compensation leave of absence; plus
- 2) his/her sick leave accumulation and other accrued time. While on unpaid Workers' Compensation leave the employee will go off payroll.

The unpaid Workers' Compensation leave will be granted for up to one (1) year. Extensions beyond the one (1) year may be granted, but shall not exceed two six (6) month periods.

An employee whose unpaid workers' compensation leave ends because the employee is no longer eligible to receive temporary total disability who has not exhausted two (2) years of unpaid Workers' Compensation leave and does not return to work must utilize all of his/her available accrued time. If the employee does not return to work after such accrued time is utilized, the employee will be placed on an unpaid leave of absence without benefits for a period of time equal to the remainder of the unused leave of absence available (i.e., two years less the time taken while on temporary total) after which time the employee's employment and seniority will be terminated.

An employee who has exhausted his/her two (2) year unpaid Workers' Compensation leave and does not return to work must then utilize all available accrued time, after which time the employee's employment and seniority will be terminated.

An employee who returns to full duty work for less than six (6) months and then is disabled at a later date due to the same injury is eligible for the remainder of the time unused of the original two (2) years of unpaid Workers' Compensation leave. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of unpaid Workers' Compensation leave.

An employee's eligibility for continuation of insurance benefits will be for the length of time the employee is eligible to receive temporary total disability or the length of the unpaid Workers' Compensation leave under this provision, whichever is less. Insurance benefits will also be continued during utilization of any sick leave accumulation and other accrued time. After all available leave is exhausted under Option B, the employee may continue insurance benefits according to COBRA regulations.

An employee on a leave of absence under Option B will be reinstated to his/her former position if they return to work within twelve (12) weeks. If such leave exceeds twelve (12) weeks and his/her position has been permanently filled, he/she may return only when a vacancy exists in the same, similar or a lower paid job classification through the bid procedure.

GENERAL

Management reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or

abuse of any of the provisions covered in this Article 11.04, or working for another employer while on leave under this article, and may take disciplinary action.

In the event the Bureau of Workers Compensation, the Industrial Commission or a court denies any claim as not being sustained in the course of and arising out of employment, wage continuation payments will be charged to sick leave to the extent such sick leave is available. If the employee does not have a sufficient sick leave balance, Management shall recoup the wage continuation payments made by reducing future sick leave earnings by one-half (1/2) until the wage continuation payments made are fully recouped. An employee who terminates employment with an outstanding balance owed will be responsible to reimburse the school district.

Holiday or vacation which occur during approved wage continuation periods shall be compensated as a holiday or vacation and if a claim is subsequently disallowed shall not be charged against the employee's sick leave accumulation.

An employee unable to return to the job classification in which he/she was working when the injury or disability occurred due to permanent restrictions as described by the treating physician, shall have the option of bidding in accordance with the provisions of the Collective Bargaining Agreement (Article 15.00) to a different job classification for which they are qualified and able to perform within their work restrictions. He/She will receive the rate of pay_for the job in which he/she is placed. If that transfer results in loss of his/her current benefits under the Collective Bargaining Agreement, that employee will continue with the benefits that he/she had at the time of the injury or disability. However, an employee assigned in this manner must bid on the next available job(s) for which he/she is qualified and able to perform within his/her restrictions, and which would afford those benefits. If an employee refuses to bid or accept any bid which is awarded, the employee's eligibility for benefits will be based upon the hours assigned to the position to which he/she had transferred due to his/her restrictions.

11.05 Pregnancy/Child Care Leave

Pregnancy Leave - Sick Leave

An employee shall be entitled to use sick leave for the period during which she is unable to work due to pregnancy, childbirth or related medical conditions.

The employee and her doctor shall determine the number of accumulated sick leave days to be applied and shall notify the Personnel Office of this number at least seven (7) days before the commencement of the leave, wherever possible. This notice shall include the doctor's certification that the number of sick leave days identified is the number of work days the employee is expected to be unable to work. If the number of days of actual disability exceeds that certified in advance, an additional doctor's certification shall be required for the use of additional sick leave. A medical report may be required upon the employee's return.

To the extent that an employee's accumulated sick leave is insufficient to cover the period of disability due to pregnancy, childbirth or related medical conditions, the employee shall be granted an unpaid leave of absence for the remainder of the period of disability, which must be certified by her doctor.

Child Care Leave

Child care leave is an unpaid leave of up to twelve (12) months granted to an employee for the purpose of caring for the employee's infant or newly adopted child. The employee shall specify at the time of application the intended date of return to work.

Fringe benefits shall be paid according to Article 13.12. The employee's rights upon return to work shall be governed by Article 11.01.

Child Birth and Adoption Leave

If requested, an employee shall be granted up to three (3) days child birth or adoption leave with pay to be taken immediately before or after the employee's adoption of a child or the birth of the employee's child. Child care leave is available to the employee thereafter.

11.06 Military Leave

All employees of the Toledo Board of Education, who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to

exceed thirty-one (31) working days in any one calendar year. Orders from the appropriate branch of the Armed Services must be presented prior to commencement of Leave.

11.07 Personal Leaves

All employees covered by this Contract, and full time employees hired after 2/1/88, who have satisfactorily completed their original probationary period shall be allowed a maximum of three (3) work days of personal leave each fiscal year without loss of pay or benefits, except as otherwise provided herein. Personal leave days will be prorated. Employees reaching their original probation or recalled during the months of July through October will receive three (3) days; November through February will receive two (2) days; March through June will receive one (1) day. Personal leave shall be granted without question providing that no department or operation is shut down by virtue of this provision. All notices of use of personal leave must be in writing and must be submitted at least five (5) work days in advance of the leave, if possible. If a day cannot be allowed, the employee shall be notified in writing within seventy-two (72) hours after the employee has submitted the request. The minimum period of absence shall be one-half (1/2) regular assigned work day, except Bus Drivers shall be allowed to take a minimum of one (1) run, and shall be charged therefore.

Notice of personal leave shall be processed through the immediate supervisor to the department head. In the event the leave cannot be allowed, the matter shall be subject to the third (3rd) step of the grievance procedure. Personal leave is non-accumulative. Employees working on a schedule of less than five (5) days a week, shall be entitled to personal leave as follows:

Employees working one (1) to three (3) days per week - one (1) work day. Employees reaching their original probation or recalled prior to March 1st will receive one (1) day.

Employees working four (4) days per week - two (2) work days. Employees reaching their original probation or recalled during the months of July through December will receive two (2) days; January through June will receive one (1) day.

Employees hired as of 2/1/85 working less than twenty-four (24) hours per week (part time) - one (1) work day. Employees reaching their original probation or recalled prior to March 1st will receive one (1) day.

For the purpose of this article, a day shall be the number of hours regularly scheduled on the day of the leave.

The employee need not provide a reason for the request; these days shall not under ordinary circumstances be taken in more than one (1) day increments, nor shall these days be used just to extend a vacation, holiday or leave of absence, except with the permission of their supervisor, which shall not be unreasonably withheld. Such days shall not be taken when operations would be immediately hindered.

11.08 Sick Leave Accumulation

An employee shall be entitled to an accumulation of fifteen (15) days of sick leave credit during any employment year, the same to be computed at the rate of one and one-fourth (1-1/4) days for each month of employment. For the purpose of this article, employment shall be interrupted only by severance or by approved leaves of absence without pay. Sick leave shall be cumulative in an amount not to exceed three hundred and seventy (370) days.

See Article 15.03 for conversion of hours to days for transfer purposes only.

Full-time persons hired on or after 1/1/85 shall receive the following sick leave:

1. 9-1/2 - 10 month employees or less, shall receive twelve (12) days per year.
2. 11 month employees - thirteen (13) days per year.
3. 12 month employees - fifteen (15) days per year.

Employees who have accumulated 100-199.99 sick days on December 1 shall be paid one (1) additional day at their daily rate. Those who have accumulated 200 or more sick days on December 1 shall be paid two (2) additional days at their daily rate. Payment shall be made in December at the same time as the longevity payment.

11.09 Sick Leave/Sick Leave Definition

Sick leave is the necessary absence of an employee with pay from duty in a regularly scheduled work day because of personal illness, injury or exposure to contagious disease which could be communicated to other employees, or illness

in the employee's immediate family as would necessitate the employee's absence from work or result in serious hardship to the employee's family.

For the purpose of this article the immediate family shall be defined as in Article 11.02.

Sick leave pay shall be paid according to the established work day at the time the employee becomes sick. (Excluding overtime hours, etc.)

Sick leave pay for regular Bus Drivers shall be established by the bid route driven at the time they went on sick leave. Sick leave pay for relief drivers shall be established by the average number of hours per day driven in the preceding five (5) work days.

Sick leave pay for Food Service employees shall be established by their regular assignment at the time they went on sick leave. Extra hours shall not be considered as part of the established work day unless they have worked these extra hours for more than five (5) work days prior to going on sick leave.

11.10 Sick Leave Use, Reporting Proof of Illness and Misuse

Sick leave shall not be used by employees who are not on payroll.

Transfer of sick leave shall be permitted as provided by the Ohio Revised Code.

An employee, in order to be compensated while absent on sick leave, must notify their department head in accordance with departmental practices.

Any absence from duty as the result of a claimed illness or injury may be investigated at any reasonable work hour by an authorized Management representative.

Any employee found guilty of abusing sick leave provisions hereto set forth or whose reasons for absence are falsified shall be subject to disciplinary action. Employees identified as having excessive or patterned absence will be subject to discipline up to and including discharge. The Union will be advised of those employees considered to have such excessive or patterned absence. Such employees may

be examined at the Board's expense by a physician of the Board's choosing, upon approval of the Personnel Office, and may be required to provide a physician's statement to document absences in order to return to work.

When the use of sick days extends beyond three (3) consecutive work days, the employee shall furnish the Toledo Public Schools with a written statement provided by their attending physician substantiating the facts concerning the employee's physical condition at no expense to Management. After five (5) consecutive days of family illness leave, a doctor's statement must be presented to the Personnel Office to verify continuing need of attendance to family member.

Any employee who has used twelve (12) days or more undocumented personal sick leave, between July 1st and the following June 30th, may be required to have a physician's statement indicating the employee's

- 1) physical ability to perform their job, or
- 2) the need to assist immediate family regarding medical needs.

For the purpose of this article, undocumented family illness shall be considered as personal sick leave. The provisions of this paragraph will not prevent or limit Management's right to discipline for excessive or patterned absence.

The Union and Management will cooperate to prevent abuse of sick time.

All employees shall receive a copy of all their ADR cards.

11.11 Sick Leave Donation Program

The Sick Leave Donation Program is to allow employees covered by this collective bargaining agreement to voluntarily provide assistance to AFSCME co-workers who are in need of leave due to serious illness or injury of the employee.

Donors:

- Participation will be voluntary and open to AFSCME employees who have reached their original probation.
- Only employees who have thirty (30) days of accrued sick leave are eligible to donate.
- AFSCME employees may donate a maximum of five (5)

of their accrued sick leave days each fiscal year (July 1st through June 30th).

- Donors wishing to contribute sick leave will be required to submit the appropriate contribution form to the Non-Teaching Personnel Office. This form will be date and time stamped in upon receipt.
- Sick leave will be converted by Non-Teaching Personnel to reflect the actual number of days to be posted to the recipient's sick leave balance. Regardless the number of hours worked, the donor can only donate five (5) days of sick leave per year.

Recipients:

- Only AFSCME employees who have reached their original probation and are active on payroll at the time of the donation are eligible to receive donated sick leave.
- Employees are not eligible for donated sick leave until all accrued sick leave, vacation, compensation time (for appropriate locals) or other chargeable time is exhausted excluding personal leave days.
- Coverage will be limited to:
 - each serious illness
 - injury requiring hospitalization; or,
 - time away from work in excess of four consecutive weeks.
- Donated sick leave will not commence until a doctor's statement is received from the recipient's physician substantiating the fact that the employee is physically unable to work.
- Employees on Workers compensation are ineligible for donated sick leave.
- Donated sick leave will be distributed to the recipient in increments of thirty (30) work days. For each thirty (30) day renewal, the employee is required to submit an additional statement from his/her physician substantiating the fact that they are physically unable to work.
- An employee (or his/her estate) who receives donated sick days and subsequently retires or passes away, will be ineligible for severance for donated sick days. The final thirty (30) day contributions will be reviewed and those individuals whose contribution form was received last will have their sick leave days returned.
Donation of sick leave will remain confidential and will only be disseminated to those individuals responsible for processing the request.

11.12 Union Officials or Union Delegates Leaves

Management will grant release time for the AFSCME Local Presidents and their Executive Board Members to attend monthly meetings not to exceed 1.5 hours. The schedule will be established each year by September 1st. The Local Unions will notify Management of any changes in Executive Board Members as they occur.

Management will grant a total of twenty-five (25) days of leave of absence with pay for each calendar year of this Contract for each bargaining unit which numbers one hundred fifty (150) or less.

Management will also grant a total of fifty (50) days of leave of absence with pay for each Calendar year of this Contract for each bargaining unit which has one hundred fifty (150) members or more.

All absences must be requested in accordance with Toledo Public Schools (professional leave) policy through the employee's immediate supervisor and department head.

These absences shall be used to attend functions of the Unions such as legislative conferences, State and National conventions and seminars. The Union shall give advance notice in writing of fifteen (15) days when possible. It is recognized by the Union that Management must confirm these absences prior to payment for the absence. Leaves of absence for Union officials or delegates shall not be accumulative from year to year.

A minimum of twenty-five (25) days of leave of absence with pay will be granted, if required, for each bargaining unit. A maximum of five (5) days may be used by a bargaining unit from days of leave of absence available to another bargaining unit. The total number of days of leave of absence potentially available to the Union, in accordance with the formula provided herein, shall not be exceeded by the Union.

An employee in the bargaining unit will not be granted a leave of absence to attend conferences, state or national conventions, or seminars except as provided by this Contract.

The Union agrees to cooperate with Management to minimize the impact on the work force.

11.13 Political Leave

Any employee with three (3) years seniority shall, upon request, be granted a leave of absence without pay to serve in a public office. Said leave shall be granted for the full term of the elective office. The Board may grant a leave without pay to any employee to campaign as or for a candidate for public office. Upon termination of such a leave, the employee's reinstatement rights will be governed by Article 11.01 of this agreement.

11.14 Assaults and Assault Leave

A. "No person shall intentionally or willfully and wantonly engage in any conduct that causes physical harm to another." This statement constitutes the definition of an assault.

B. Notwithstanding the provision of Section §3319.141 of the Ohio Revised Code, the employer will grant assault leave to covered employees absent due to physical disability resulting from an assault under the following conditions:

1. Any employee who must be absent from his or her duties due to physical disability resulting from an assault by a student, an intruder on school property, or the parent or legal guardian of a student, while performing the duties of his/her job, or in school related activities, on or off school premises before, during or after school hours, will be paid his/her full scheduled compensation during his/her period of disability. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

2. Before assault leave can be approved, the employee (if physically able) shall furnish to the superintendent, a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location and time of the assault, names and address of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the superintendent a statement of the nature of the disability and its probable duration which has been signed by a licensed physician.

3. Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or

the physician's statement, shall be grounds for suspension or termination of employment as per Article 17.00.

4. Assault leave, which is approved by the superintendent, shall not be charged against sick leave earned by the employee or leave granted under regulations adopted by the Board, pursuant to ORC § 3319.08, or any other leave to which the employee is entitled. Covered employees will receive their full scheduled compensation under assault leave benefits for the period of disability not to exceed forty-five (45) days less any amounts received by the employee as compensation under the Workers' Compensation Act of Ohio for disability payments during the aforesaid period.

5. No payment shall be made or required for any period which the employee elects to take sick leave, however, the employee may also use sick leave after assault leave has been exhausted.

6. Nothing in this article or otherwise shall prohibit the employee's right for all benefits of every kind, nature, and description prescribed by law (medical, partial and permanent disability benefits), exclusive of assignment as described in paragraph 4, above.

7. Payment of assault leave shall be at the regular rate of pay at the time of the assault, plus any adjustments granted as if the employee had been in regular service.

8. Payment shall be discontinued in the event that the employee begins to receive retirement benefits under the School Employees Retirement System. In all other respects not covered by this article, the provisions of ORC § 3319.143 shall apply.

9. Nothing in this article shall be construed to cover injuries resulting from instances of simple negligence only.

10. The Student Discipline Code will be followed when physical assault by a student is reported by an employee. The administrator in charge will process all physical assault charges per the Due Process Procedure. AFSCME employees are to forward all reported assaults to the appropriate department director and their union leadership.

12.00 Longevity Pay Plan

~~For the duration of the agreement July 1, 2011 through June 30, 2013; there shall be a reduction in the salary schedule of 2.5%. The salary reduction of 1% from 2010 remains in effect. This reduction also applies to Longevity pay.~~

Employees shall receive longevity pay for years of service based upon the following schedule.

<u>Years of Service</u>	<u>December, 2013</u>
5 - 9	\$346.52 \$359
10 - 14	\$400.58 \$415
15 - 19	\$453.67 \$470
20 - 24	\$534.75 \$554
25 or more	\$588.80 \$610

This payment shall be made in December of each year and shall be paid by a separate check by December 15 of each year.

Years of service shall be credited for the determination of longevity from the date of original employment and shall be considered interrupted only upon termination of the employee.

Longevity pay will be paid only once a year and will be paid from the year January 1 through December 31. An employee, for the purpose of this article, shall be given credit for the full year's service if the original appointment date is prior to December 31 and shall receive longevity accordingly. Only in the case of death, retirement, or eligibility for SERS retirement and ten (10) years or more of service will longevity payments be made for that year on a prorated basis.

Any leave of absence without pay or layoff exceeding one (1) year shall be deducted in computing continuous service for longevity purposes.

13.00 Miscellaneous Provisions - General Section

13.01 Adult Education Classes

Employees on payroll shall be permitted to attend individual Toledo Public Schools Adult Education classes on their own time, free of charge, providing they register in accordance with the normal procedure and present a letter from Management verifying employment at the time of registration.

If desired classes are not available in Adult Education the Staff Development committee will be requested to consider the establishment of the courses.

13.02 AFSCME and TAAP Labor-Management Committee

AFSCME Ohio Council 8 and its affiliated Locals, Locals 272, 349, 840, 2174 and 2853, in cooperation with the Toledo Association of Administrative Personnel agree to form a joint Labor-Management committee. The purpose of this committee is to educate all parties concerned about AFSCME and TAAP functions in the building. AFSCME further agrees to participate in TAAP's annual in-service program to assist in educating principals and administrators as to the responsibilities of AFSCME personnel in the building.

13.03 Blood Donation

If it is necessary to schedule blood donation appointments when an employee is on duty, he/she shall be released from duty up to two (2) hours per appointment and no more than six (6) appointments per school year with no loss of pay. If release time exceeds more than two (2) hours, employee must provide verification from the blood bank. An employee who, due to a blood donation, would be legally prohibited from working because of such a donation shall not lose any pay.

Proper notice should be given to his/her Department Head or his/her designated representative, if possible, seventy-two (72) hours prior to such a donation. The Union and Management will cooperate to minimize interference with productivity.

13.04 Calamity Days

At any time the normal operations of all the Toledo Public Schools are shut down due to an emergency such as excessive snowfall, fuel shortages, or other calamity, employees not required to work shall receive their normal salary.

Employees required to work during such calamity days shall be paid at the regular rate of pay in addition to the pay set forth in the preceding paragraph.

Nothing in this article shall be construed to limit the employees' right under the Reporting Pay provision of this Contract. No Reporting Pay payments shall be made provided Management gives notice of closure by telephone,

local radio and/or television broadcasts as soon as possible but no less than thirty (30) minutes before the employee's regular starting time.

If an employee is off payroll the day before and the day after a snow day the employee will not be paid for the snow day.

13.05 Emergency Shut Down

If, due to emergency (other than calamity) it is necessary to close any single building the personnel shall call their appropriate supervisor (Local 2174 should call Non-Teaching Personnel) for reassignment. All personnel shall be reassigned and shall be paid at their appropriate rate of pay. Until the building is reopened or a decision is made that the building shall be shut down for a long term the bid, bump, and layoff procedure shall be followed as appropriate. The temporary assignment shall continue while the bidding, bumping and layoff procedure is being implemented.

13.06 Calendar Committee

Management agrees to membership on the Calendar committee for the Union designated representative. One (1) member from each Local Union will be allowed to attend the meeting of this committee on an advisory basis.

Management will notify each local president of the date, time and location of the meeting.

The school calendar will be cooperatively agreed upon by Management and the Union.

13.07 Call Back Pay

An employee requested to work outside of his/her regularly scheduled shift, but not contiguous to his/her shift, shall be guaranteed a minimum of three (3) hours pay at the appropriate rate.

13.08 Conference Day

A Conference Day shall be provided each calendar year of the Contract with pay and shall be determined by the Calendar Committee and Locals of the Union. The programs will be discussed between the Union and Management prior to being presented.

Conference days are to be scheduled on a day that will be least disruptive and least costly to the operation of the schools. Conference days are to be requested in writing at least thirty (30) days prior to being scheduled through their appropriate department head and the personnel department.

13.09 Hazard Pay

Whenever any unlisted hazardous condition exists as determined and agreed to by the Union and Management forty cents (40¢) per hour additional pay for all such work shall be paid for that period of time in which such work is performed.

13.10 Health and Welfare Trust Fund

The parties will continue negotiations on an arrangement whereby health insurance plans could be jointly administered by the Union and Management in accordance with Ohio law.

13.11 Hospitalization and Medical Expense Benefits

TYPES OF COVERAGE

The board shall offer a program of health insurance as described in the Summary Plan Description and as may be modified from time to time by the action of the Insurance Committee. (See Appendix _ for the current outline of benefits and cost of options.)

1. Hospital, Surgical and Supplemental Major Medical

The Board shall provide to each member of the bargaining unit, except as set forth herein, Hospitalization/Surgical and Major Medical insurance on a pre-tax or after tax basis. Depending on the medical option (Option 1, 2, or 3) selected, (i) a premium contribution may be applicable, (ii) there may be an In-Network or Out-of Network per person or family deductible applicable, and (iii) there may be an In-Network or Out- of Network per person or family coinsurance applicable. Option 1, 2, or 3 co-payment for in-network primary care physician office visits is \$15.00 per visit. There is a maximum benefits payable per lifetime as provided by the Summary Plan Description (SPD) for all covered services. There are no pre-existing condition limitations associated with any of these benefits through the new hire enrollment or annual open enrollment. All levels of benefits are ultimately determined and may be

changed from time to time by the Toledo Public Schools Insurance Committee.

2. Dental

The Board shall provide to each member of the bargaining unit, except as set forth herein, Dental insurance on a pre-tax or after tax basis. Depending on the employee options as provided by the SPD, which may be changed from time to time by the Toledo Public School Insurance Committee. Employee shall refer to the summary plan description.

3. Prescription Drug

The Board shall provide to eligible employees a prescription drug plan as described in the summary plan description. The plan calls for up to a ninety (90) day supply of maintenance prescription medication per script if prescribed for a chronic condition. Oral contraceptive prescriptions are included in the plan up to a sixty (60) day supply per script. Insulin shall be considered a generic drug for purposes of determining the per script co-pay.

4. Optical

The Board shall provide to each member of the bargaining unit, except as set forth herein, Optical insurance on a pre-tax or after tax basis. Depending on the employee options as provided by the SPD, which may be changed from time to time by the Toledo Public School Insurance Committee. Employee shall refer to the summary plan description.

Employee contributions:

Single \$1.20 per month

Family \$1.60 per month

5. Life Insurance

The Board shall provide term life insurance to each eligible member of the bargaining unit during the duration of their employment in the following amount: \$50,000.

A standard disability waiver of premium is included in the policy.

GENERAL

1. Effective Date

The effective date of coverage for new employees is the date of completion of original probationary period

The effective date of coverage for present employees not enrolled in the plan is the date established at the regular open enrollment periods. There will be an active enrollment of employees where plans are presented to them and each employee completes an enrollment form and payroll deduction authorization. If employees do not complete necessary paperwork within the predetermined deadline, they will automatically be placed in Plan Option 1. Option to change plans will be made available annually during an open enrollment period. Effective date of coverage for spouse and dependents are the same as employees. Spouses are eligible for coverage provided they comply with the spousal eligibility criteria set forth in this article.

Employees, except transportation employees, hired on or after February 1, 1985, shall receive full insurance benefits if employed on a regular basis for twenty-four (24) hours per week, none if employed less. All other employees hired before May 1, 1978, will receive full coverage regardless of hours worked. Employees hired on or after May 1, 1978, through January 31, 1985, shall receive the following coverage:

HOURS	COVERAGE	OPTIONAL
Less than 12 hours	No Coverage	Optional at cost
12 hours to less than 15 hours	½ single	½ single family optional at cost
15 hours to less than 20 hours	full single	family optional at cost
20 hours and over	full coverage	

Insurance benefits for all transportation employees will begin after the original ninety (90) day probationary period has been completed.

Effective dates of coverage for spouse and dependents are same as employees. Spouses are eligible for coverage provided they comply with the spousal eligibility criteria set forth in this Article.

2. Exhaustion of sick leave or absence without pay

When an employee is on approved sick leave or absence without pay, the Board will pay for insurance coverage as detailed above for the remainder of the month they are on payroll, plus two (2) additional months. Life insurance coverage shall be extended for the balance of the month, plus eleven (11) additional months.

Thereafter, employees shall be permitted to purchase insurance coverage while on leave status pursuant to COBRA regulations.

3. Death benefit

If an eligible employee dies, the Board will continue coverage for the rest of the month in which the death occurred, plus one (1) additional month, or until other coverage can be obtained, whichever is sooner.

Thereafter, family members of deceased employees shall be permitted to purchase insurance through the COBRA regulations.

4. Spouse and/or dependent eligibility

a. Spouse Eligibility

Eligible employees married to other eligible employees are not required to contribute to the monthly premium for spouse coverage. In such a case, the eligible employees may select either two single plans or one family plan.

Effective January 1, 2002 hospitalization coverage will be provided to spouses of eligible employees according to the following:

In order for any spouse of an eligible employee to be covered under the Board's hospital, surgical, supplemental major medical, and prescription drug plans, such spouse must fully enroll for single

coverage, regardless of cost, in any available employer/government sponsored health, surgical, major medical and prescription drug plan (such as, but not limited to, an HMO, PPO, comprehensive major medical plan, supplemental major medical plan, prescription drug plans, etc. Spouses do not have to enroll in dental or optical plans but are encouraged to do so.) An available employer/government sponsored plan means any plan made available to the spouse during employment or as a retiree, for which the spouse is/was eligible, and includes any period of health care continuation coverage available to the spouse under COBRA or other applicable laws. If a spouse declines available hospitalization, surgical, major medical or prescription drug coverage; elects another benefit or cash payment in lieu of coverage; or otherwise elects not to receive such coverage, said spouse shall not be eligible for Board coverage.

(1) Exemption from Above Healthcare Hardship

The Administration agrees to establish a Healthcare Hardship fund for all of its employees, including AFSCME members. Employee eligibility to participate in the funds shall be as follows:

1. Family Plan: Household income of less than \$50,000 shall receive a \$35 discount per month from their health care premium costs. This discount shall be for a six (6) month period beginning January 2012. The Healthcare Hardship fund will expire after six (6) months unless otherwise provided by the Healthcare Insurance Committee.
2. Single Plan: Household income of less than \$35,000 shall receive a \$25 discount per month from their health care premium costs. This discount shall be for a six (6) month period beginning January 2012. The Healthcare Hardship fund will expire after six (6) months unless otherwise provided by the Healthcare Insurance Committee.

The application and requirements of proof of income will be established by the TPS Insurance Committee.

	<u>Option 1</u>		<u>Option 2</u>		<u>Option 3</u>	
	<u>Effective 9/1/2011</u>		<u>Effective 9/1/2011</u>		<u>Effective 9/1/2011</u>	
	<u>10 Mo.</u>	<u>12 Mo.</u>	<u>10 Mo.</u>	<u>12 Mo.</u>	<u>10 Mo.</u>	<u>12 Mo.</u>
<u>Emp. Only</u>	<u>\$95.18</u>	<u>\$79.32</u>	<u>\$98.27</u>	<u>\$81.89</u>	<u>\$103.42</u>	<u>\$86.18</u>
<u>Emp. & Children</u>	<u>\$132.17</u>	<u>\$110.14</u>	<u>\$149.71</u>	<u>\$124.76</u>	<u>\$160.01</u>	<u>\$133.34</u>
<u>Emp. & Spouse (Pri)</u>	<u>\$195.04</u>	<u>\$162.53</u>	<u>\$201.22</u>	<u>\$167.68</u>	<u>\$211.52</u>	<u>\$176.26</u>
<u>Emp. & Spouse (Sec)</u>	<u>\$126.02</u>	<u>\$105.02</u>	<u>\$129.10</u>	<u>\$107.58</u>	<u>\$134.26</u>	<u>\$111.88</u>
<u>Emp. & Retired (TPS) Spouse (Pri)</u>	<u>\$126.02</u>	<u>\$105.02</u>	<u>\$129.10</u>	<u>\$107.58</u>	<u>\$134.26</u>	<u>\$111.88</u>
<u>Emp., Ret. TPS Sp (Pri) & Children</u>	<u>\$203.72</u>	<u>\$169.77</u>	<u>\$211.52</u>	<u>\$176.26</u>	<u>\$221.87</u>	<u>\$184.89</u>
<u>Emp., Spouse (Pri) & Children</u>	<u>\$215.64</u>	<u>\$179.70</u>	<u>\$223.88</u>	<u>\$186.57</u>	<u>\$236.24</u>	<u>\$196.87</u>
<u>Emp., Spouse (Sec) & Children</u>	<u>\$203.72</u>	<u>\$169.77</u>	<u>\$211.52</u>	<u>\$176.26</u>	<u>\$221.87</u>	<u>\$184.89</u>

To receive or maintain an exemption 2010 tax information will be used for 1/1/2012 copay.

(2) An eligible employee who wishes to cover his/her spouse as primary under Board hospitalization, surgical, supplemental major medical and prescription drug coverage may do so (1) if the spouse does not have any employer/government sponsored plan available as set forth in paragraph (a) above (for example, but not limited to: spouse does not work; spouse has exhausted health care continuation coverage rights under COBRA or other applicable law; spouse is covered by Medicare; spouse is self-employed and no health care benefits are provided/available, e.g. as a partner or co-owner of a business, and (2) the eligible employee contributes to the monthly premium through a payroll deduction plan.

Amount to be determined by the TPS Insurance Committee.

(3) An eligible employee whose spouse is a retired employee of Toledo Public Schools (said spouse having worked at least ten (10) years with TPS) and whose spouse is receiving retirement benefits from either STRS or SERS, may elect to cover the spouse as primary. Refer to employee deduction chart on page 44.

(4) An eligible employee whose spouse has enrolled in an available employer/government sponsored plan and who wishes to cover his/her spouse as secondary under Board hospitalization, surgical, supplemental major medical and prescription drug coverage may do so 1) by documenting the spouse's primary coverage and 2) by contributing to the monthly premium through a payroll deduction plan. Refer to employee deduction chart on page 44.

(5) Any employees on the ten (10) month pay plan who become eligible for benefits after January shall be required to pay any outstanding balance due for the spousal portion of the premium for the summer months at the time of enrollment. Failure to submit such payment at the time of enrollment will result in no spousal coverage for that year. Spouses would be eligible for benefits only during the Board's next open enrollment period or as specified in this agreement.

(6) The Board shall make available a Section 125 Flexible Benefits Plan to employees electing to enroll in this program to cover spouses._

b. Dependent Eligibility

Dependents are covered through the end of the calendar year in which they reach age 26.

Where a dependent of an eligible employee has available an employer paid hospitalization policy, said dependent must enroll in such policy to the fullest extent possible in order to qualify for Board coverage as secondary.

If a dependent declines hospitalization coverage as specified above because he/she elected a different benefit or cash payment when employer provided, said dependent shall not be eligible for Board coverage.

No spouse or dependent shall lose access to coverage through the Board as a result of the Board's requirement to wait for an open enrollment period, or as a result of a pre-existing condition in such other policy.

5. Layoffs

The Board shall provide group health care coverage and life insurance to laid off eligible employees for the rest of the month in which the layoff occurred, plus four (4) additional months provided that the person had accrued one (1) school year's seniority prior to layoff. Laid off eligible employees who have accrued less than one (1) school year's seniority shall have coverage for two (2) additional months beyond the months in which the layoff occurred.

If an employee currently holds a position and is eligible for insurance benefits and during a bump session there are no positions available that have enough hours to maintain benefits, the Board shall provide group health care coverage and life insurance to eligible employees laid off for the rest of the month in which the layoff occurred, plus four (4) additional months provided that the person had accrued one (1) school year's seniority prior to layoff.

Eligible employees who have accrued less than one (1) school year's seniority shall have coverage for two (2) additional months beyond the months in which the layoff occurred.

Thereafter, employees shall be permitted to purchase coverage while under layoff status pursuant to COBRA regulations.

6. Disability retirement-optional insurance benefits

An eligible employee on disability retirement leave shall be allowed to purchase vision and dental benefits pursuant to COBRA rates for the duration of the disability retirement leave. New enrollments shall be permitted during the Board's open enrollment periods. This provision shall include those already on disability leave.

7. Employees who falsify or fail to report any information including, but not limited to, information required to determine proper enrollment, eligibility and coverages for themselves, spouses or dependents, will be subject to discipline under the terms of the collective bargaining agreement, and such employees, spouses and dependents will be subject to all legal remedies under law, including, but not limited to, claims of insurance fraud and repayment of claims paid for ineligible spouses or dependents.

COBRA

Benefit coverages under the COBRA regulations for eligible employees, spouses and dependents who are no longer eligible for coverage due to separation from employment, layoff, death, divorce or legal separation, retirement, dependent reaching age limitations, etc., are as follows:

Pursuant to 4117.10(A) and in lieu of the requirements of O.R.C. 3313.302 and O.R.C. 3923.28, it is hereby provided that, effective July 1, 1998, Title XXII of the Public Health Service Act, 42 U.S.C. #201, et. Seq., solely shall specify the Board's obligations to offer continuation of group health care benefits to covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act. Additionally, the parties agree that the Board's obligation to carry employees on its payroll records under O.R.C. 3313.202, or the terms of this agreement as it pertains

to group life or any insurance other than group health care benefits covered by the Public Health Service Act, shall be limited to the length of time permitted by the Board's insurance carrier(s) or twelve (12) months, whichever is less.

The time provided for purchase of benefits under COBRA shall not be added to any time which benefits are already provided following a qualifying event whether or not this agreement requires the Board to pay any portion of the benefits after the qualifying event. This provision shall not be intended to remove the Board's obligation to pay for benefits otherwise agreed to in this contract.

It is not the intent of the above language to reduce any benefits found elsewhere in this agreement.

It is the employee's responsibility to notify the Fringe Benefits Department of a qualifying event such as divorce or legal separation, death, or dependent reaching age limitation, etc., within 30 days of such event. Failure to do so will subject the employee to the provisions of Section B-7 of this Article.

INSURANCE COMMITTEE

The insurance committee shall consist of six (6) members; three (3) appointed by the superintendent and one each by TFT, AFSCME, and TAAP. This committee shall perform functions as required by this agreement to implement health care provisions. The administration represented by the superintendent's three (3) appointments and the unions represented by TFT, AFSCME, and TAAP shall each represent fifty percent (50%) of the committee.

Interest money from the self-insurance fund accrued during the life of this contract shall be applied for benefits and/or increased medical costs as determined by the insurance committee.

The investment fund balance is determined by accumulating the monthly premiums less an amount set by the insurance committee necessary to maintain an adequate run-out balance, less paid claims and less ASO costs. Interest earnings are computed monthly and added to the investment fund balance.

The Board agrees to explore with TAAP, TFT, and AFSCME the feasibility of extending certain insurance benefits not

covered by the applicable retirement system to employees who are retiring. It is understood by all parties that impact on insurance experience, and cost containment are factors which shall be given equal consideration in any exploration. In the event that it is agreed to extend such benefits, it is further understood that such benefits would be extended to those employees retiring at their own expense pursuant to COBRA rates.

The Board's designee will hold regular information sessions with the Presidents of the AFSCME Locals following health insurance committee meetings to update the Presidents regarding pending health insurance committee matters. The Presidents will be provided with copies of the insurance committee minutes.

13.12 New Hires & Full/Part Time Status Designation

Direct Deposit shall be mandatory for all employees hired on/after the effective date of this Contract. All employees hired after February 1, 1985, will be placed into one of two categories, part-time or full-time. Employees working less than twenty-four (24) hours per week will be considered part-time. Employees working twenty-four (24) hours or more per week will be considered full-time. Local 2853 employees will be considered full-time at the completion of the original ninety (90) day probationary period.

Full-time employees will receive all negotiated fringe benefits after completing their original probationary period.

Part-time employees will receive the following fringe benefits after completing their original probationary period:

Holidays that fall during their work schedule providing they are on payroll the day before and the day after the holiday.

Coverage in School Employees Retirement System

Adult Education Classes

Blood Donation

Calamity days

Conference day

Critical illness

Funeral Leave

Jury Duty

Pregnancy and Child Care Leave

Military Leave
Personal Leave (1 day)
Sick Leave
 12 month employees - 15 days per year
 11 month employees - 13 days per year
 9-1/2 & 10 month employees - 12 days per year
Vacation Schedule
Life Insurance
Longevity

13.13 Job Audit

Employees may request a review of their job in writing to the Director of Non-Teaching Personnel and Paraprofessionals for a determination as to proper job title, classification or rate of pay of the work being performed. This review and determination must be made by Management within thirty (30) working days of the request in compliance with Article 2.00 of this Contract.

During this review the employee and/or the Union may present evidence on behalf of the employee.

Clerical employees should refer to Article 32.22, Section 1-(b) and Article 32.12 regarding job audits.

13.14 Jury Duty and Court Appearances

Any employee required by any court to report for or to serve on a jury on any day when the employee would normally be working shall receive full compensation from Management, as if the employee had worked his/her regular assignment. Upon receipt of jury duty notice, the employee shall report same to his/her immediate supervisor. Upon completion of jury duty the employee shall request a letter from the Clerk of Courts stating the time and dates served. This letter shall be sent to the Personnel Office through the proper supervisor.

If an employee is subpoenaed to appear as a witness in any court in any case other than one initiated by himself/herself, the employee shall receive full compensation from Management, as if the employee had worked if said appearance occurred at a time an employee normally would be working his/her regular assignment. Upon receipt of the subpoena, the employee shall report same to his/her immediate supervisor. When released as a witness by the court, the employee shall request a letter from the Clerk of Courts stating time and dates which

the court required the employee to be available as a witness. This letter shall be sent to the Personnel Office through the proper supervisor.

Any employee required to attend court, participate in pre-trial meetings, give depositions, etc., on behalf of the Board, regardless of whether the attendance is during scheduled work hours or not, shall be compensated for all hours for which attendance is required.

If an employee is required to be in court on behalf of himself/herself, or for a member of the immediate family, or on his/her own case, he/she shall be allowed time off without any loss in benefits, except he/she shall be docked for the hours he/she is required to be away from his/her job, except as otherwise provided in this Contract. The employee may elect to use vacation or personal leave for such time.

If an employee is dismissed by the court from jury duty or as a witness before 10:00 a.m., the employee shall report to his/her supervisor and return to perform the remainder of his/her regular scheduled duties, except for the purpose of this article an employee serving on jury duty or subpoenaed as a witness shall be considered as a day-shift employee.

13.15 License Pay - High Pressure Boiler

Any current employee possessing a high pressure boiler operator's license who is not required to have said license for the performance of his/her duties, shall be paid at the rate of ten cents (10¢) per hour in addition to his/her regular hourly rate of pay.

Effective 1/1/85 all employees except above employees obtaining high pressure boiler operator's license through the Toledo Public Schools training program who are not required to have said license for their performance of their duties, shall be paid ten cents (10¢) per hour in addition to their regular hourly rate of pay.

13.16 License Pay - Refrigeration Air Conditioning

Any current employee possessing a refrigeration air conditioning license, who is not required to have said license for the performance of his/her duties, shall be paid at the rate of five (5¢) per hour in addition to his/her regular hourly rate of pay.

Effective 1/1/85, all employees except above employees possessing a refrigeration air conditioning license obtained through Toledo Public Schools training program who are not required to have said license for the performance of their duties, shall be paid at the rate of five cents (5¢) per hour in addition to their regular hourly rate of pay.

13.17 License Pay - General

Anyone who is being paid for having a boiler or air conditioning license but who is not required to have said license for the performance of his/her duties shall not be paid the license pay if they refuse an assignment in an emergency situation such as: no other relief Operator available to be assigned to work straight time hours. The license pay will discontinue until such time as the license is used.

Differential license pay does not apply to overtime or premium pay.

~~BUILDING OPERATOR TRAINEE~~

~~1. Employees in Locals 272 and 349 will receive preference for one-half (1/2) of the class composition. Local 272 will have first preference, then Local 349. The remainder of the class will be placed by composite score, regardless of Local.~~

~~2. Applicant must have two (2) years' experience as a Toledo Public Schools employee.~~

~~3. Applicant must have an acceptable discipline record for the preceding year and no long term discipline problems. A pattern of one (1) or two (2) sick days at a time will not be acceptable; long term illness will be evaluated.~~

~~4. The Board and Local 272 will establish a Labor-Management Committee to explore options for testing, establish selection criteria, as well as establish criteria as to when another class will be needed. This committee will be responsible for insuring that the Building Operator Trainee program meets the minimum state standards.~~

~~5. Any test will be graded and each applicant must pass each section of the test. Failure of any section will disqualify the applicant. The trainees will be appointed from this list~~

using the following procedure:

~~— A. Applicants will be ranked according to test score.~~

~~— B. If vacancies occur during the ninety (90) day probationary period, selections will be made using this established list.~~

~~— C. This list shall only be good for ninety (90) days. After this period of time the process will be started over again for the next class.~~

~~6. During the training period, the trainees will be assigned to a number of different locations to familiarize them with different buildings, heat plants, and personnel.~~

~~— A. During this training period, the Operators shall send a monthly progress summary sheet on the trainees to the appropriate department head.~~

~~— B. The trainees shall be evaluated monthly by Management. Failure to have satisfactory evaluations during the training period will disqualify trainees. Management will make every effort to improve the applicant's evaluation shortcomings.~~

~~— C. Trainees shall be tested periodically during training and test scores shall be part of the evaluation process.~~

~~— D. Trainees must maintain a good attendance and discipline record during the training period.~~

~~— E. Dropping out or flunking out, for this article, will be considered the same. In the event a trainee drops or flunks out, he/she will immediately revert to their previous position.~~

~~— F. All trainees, during the complete training period, will meet with Management and Local 272 once per month.~~

~~— G. If a trainee fails any section of the required schooling, the trainee will be permitted to retest on a one-time basis only. This provision also provides for the state licensing test.~~

~~7. The rate of pay for trainees shall be their current rate, but not less than the second-year Miscellaneous Laborer rate.~~

~~8. Trainees shall not work overtime, except in emergency~~

situations, excluding calamity days.

~~9. Trainees will be required to have a minimum of nine hundred (900) hours of on-the-job training. The classroom instruction shall be conducted by an instructor approved by Management. The trainee must complete classroom instruction accredited by the State of Ohio for six hundred (600) hours credit or meet the State of Ohio minimum licensing requirements as determined by Labor-Management Committee.~~

~~10. All trainees that are trained within the same program shall have one (1) license date as agreed upon by Management and Union. License seniority will be determined by drawing lots.~~

~~11. If a trainee refuses to take a position on a permanent basis, the trainee will revert to the bottom of the list.~~

~~12. Trainees that are licensed shall remain in Local 272. Job duties will be determined by the Labor-Management Committee.~~

~~13. This does not exclude Management's right to hire qualified individuals to fill vacancies, if by using the above procedure enough qualified employees are not available to fill vacancies.~~

~~14. When placed as a temporary Operator, out-of-classification will be paid.~~

~~15. Building Operator Trainees shall serve a one (1) year probationary period.~~

~~16. All employees who successfully complete the Building Operator Trainee program shall forfeit their rights to bid, except for vacant Operator positions for a period of five (5) years.~~

~~17. For an employee who completes the Building Operator Trainee class their rate of pay shall be ten cents (10¢) less than an Assignment Operator.~~

13.18 Life Insurance

Management shall provide to all employees covered by this Contract fifty thousand dollars (\$50,000) term life insurance

for the duration of their employment subject to a benefit reduction schedule for those members of the bargaining unit age seventy (70) or over.

Original appointment employees will not be eligible until completion of a satisfactory probationary period.

13.19 List of Employees Status Changes

The Union shall be provided with a seniority list, a list of newly hired employees, a list of current addresses, position reclassifications, transferred employees, resignations and retirements.

These lists shall be made available on a bi-weekly basis.

13.20 Employee Address and Phone Number

It is the responsibility of each employee of the Toledo Board of Education to furnish the personnel department a current place of residence and telephone number. If the employee does not have a telephone, he/she must provide a current telephone number through which they can be contacted.

13.21 Lunchroom, Restroom and Locker Facilities

All areas now designated as lunchrooms for all personnel shall be maintained. Where lunchrooms are not provided Management will designate and maintain lunchrooms. Individual lockers shall be provided for all personnel upon request where needed. All areas now designated as lunchrooms and restrooms for teachers and faculty shall continue to be available for the use of all employees without discrimination.

13.22 Medical Appointments

Absences for doctor or dental appointments for time up to and including two (2) hours will be allowed if the employee has the approval of the Department Director, Principal or Supervisor and the time is made up. All time for these appointments, if over two (2) hours, will be charged as one-half (1/2) day sick leave or more depending upon the amount of time off required by the doctor or dental appointment. Medical appointments will be verified with a doctor's statement upon return to work.

13.23 Physical Examinations

Tuberculosis examinations and other physical examinations required by law will be carried out at no expense to the employees.

Management agrees to engage doctors to perform the above physical examination. The employee may have the physical examination performed by a licensed physician of their choice. The physician will be reimbursed the established fee paid to the board doctors. All tuberculosis examinations are to be performed by the Health Department or your own doctor.

13.24 Pony Express

The Union will be permitted to use the inter-school mail service (Pony Express) subject to the following regulations:

1. The service will be used by the Union for Union business only.

2. Mail shall be delivered to the designated individual in each building by Management or Management's representative. Mail placed in an assigned and properly identified mail box shall be construed as having been delivered to the addressee. Pony Express mail shall be considered confidential.

3. The Unions shall provide their own envelopes. Envelopes may be sealed envelopes, shall be a color or have distinctive markings, such as Union Seal, return address or the like, that identifies them as being Union property. Non-confidential matter may be distributed via inter-school mail without being placed in envelopes if presented in a manner for delivery that can be easily handled by the mailing facilities.

4. The inter-school mail service shall not be available for use by any employee organization except the exclusive bargaining unit representative.

5. Inter-school mail will be delivered to the AFSCME offices on the school schedule. Bulk deliveries will be kept to a reasonable level.

13.25 Professional Development/Training

Recognizing the importance of professional development and training, the Board of Education will meet with representatives

from each AFSCME local in February to determine in-service and training for next school year.

- The Board of Education will establish a Professional Development Committee (P.D.C.) to administer the district's P.D.C. program.
- Committee will consist of Chief Business Manager or his designees and a representative from each local.
- All requests for training must be in writing and submitted to the P.D.C.
- All requests for training must be approved by the P.D.C.
- The P.D.C. committee will meet once a month.
- The Board of Education shall provide resources not to exceed the designated amount to fund the program effectively.

13.26 Protective Equipment and Clothing

The following employees shall be provided with gloves for work purposes:

1. Ground crew.
2. Plumbers - when doing sewer work.
3. Durable, fuel-proof work gloves shall be available to Bus Drivers when gassing and inspecting vehicle.
4. Food Service Workers - Plastic gloves for those employees preparing or serving cold foods that are not handled with tools. Rubber gloves for those employees washing pots and pans. Insulated gloves for those employees required to reach into ovens.
5. Present policy of providing gloves for custodial staff will continue. Unserviceable gloves, as determined by the foreman, supervisor, or manager, may be exchanged for new gloves.
6. For Clerical and Technical, protective gloves shall be provided as needed.

Protective goggles and/or shields shall be provided employees engaged in work involving potential eye hazards.

Safety head gear will be provided employees while working in areas involving potential head injury.

Durable rain gear (not ponchos) and boots shall be provided to all employees who are required to work in the rain.

Bib aprons will be provided for Food Service Workers. Employees will launder the aprons.

Insulated coats will be provided when requested, at all walk-in freezers.

Management agrees to provide durable rain gear (not ponchos) for each Bus Driver who drives a lift-equipped bus and is (regularly) required to leave the bus to assist in student loading. Management shall replace rain gear only when worn out or damaged in normal service and is turned in for replacement.

Management agrees to provide transportation Vehicle Mechanics with a clean, undamaged uniform daily and insulated coveralls. In addition, Management agrees to clean the coveralls twice per season. Uniforms and coveralls will be replaced when damaged.

13.27 Skilled Trades Clothing Allowance

The skilled trade classifications, which are listed below will be entitled to **one hundred dollars (\$100.00)** for clothing annually.

Assistant Hardware Repairpersons

Audio Visual Repairpersons

~~Bricklayers~~

Building Operators

Carpenters

Digital Graphics Publishing Specialist

Electricians

Electronic Technicians

Food Service Equipment Repairpersons

Glazier

Grounds Equipment Repairpersons

Grounds Maintenance Technicians

Hardware Repairpersons

Heating Maintenance Repairpersons

Heating Maintenance Technicians

Heating Ventilation Air Conditioning Repairperson

Industrial Arts Equipment Repairpersons

Low Voltage Electricians

Office Equipment Repairpersons

~~Office Equipment Repairperson Assistants~~
Painters
Plasterers
Plumbers
Printers
Roofers
~~Steamfitters~~
Vehicle Equipment Mechanic assigned to Maintenance Center
Vehicle Mechanics
Vehicle Mechanic Assistants
Vehicle Servicepersons
Vehicle Technician
Welders

13.28 Reporting Pay (Other Than Transportation)

Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be guaranteed a minimum of three (3) hours pay at the appropriate rate.

13.29 Rest Periods - General

Rest periods may not be accumulated, taken in conjunction with lunch periods, or be used to make up for tardiness, or time off.

13.30 Rest Periods (Other Than Transportation and Food Service)

Hours per day shall be considered consecutive and shall include rest breaks but shall not include the lunch period.

Employees who work a continuous four (4) hours work schedule may take a rest period of not more than fifteen (15) minutes. Full time employees may take a rest period of not more than fifteen (15) minutes for each half (1/2) shift of work. Rest periods shall be scheduled at the middle of each half (1/2) shift of work whenever possible. Rest periods shall be taken at a time and in a manner so as to minimize interference with the productivity of the employee or his/her work unit.

13.31 Safety Committee

Management and the Union agree to promote safety and health and will cooperate in a program of accident prevention

and observance of safety and health rules and regulations. For this purpose there will be a separate safety committee established for each local composed of whatever number the board and local agree upon and will be a cooperative committee who will be responsible for its organizational structure and will meet at least once a month. The safety committee shall give consideration to OSHA guidelines in the course of its deliberations.

13.32 Severance Pay

Employees with ten (10) or more years of continuous service with Toledo Public Schools will be granted severance pay at the time of their retirement. Thirty three and one third percent (33 1/3%) of their accumulative sick days will be paid if they have accumulated less than one hundred twenty (120) days at retirement. Seventy percent (70%) of the accumulated sick days will be paid if they have accumulated one hundred twenty (120) or more sick days at retirement. Severance will be paid at the employee's daily rate.

At the option of the retiring employee, payment of severance may be made at the time of retirement or immediately after January 1 of the year following the retirement or after January 1 of the three (3) succeeding years following the retirement in equal installments.

Accumulated Sick Leave Paid as a Death Benefit (2/1/88)

A Non-Teaching person who dies while employed by the Toledo Board of Education shall have sixty percent (60%) of his/her accumulated sick leave paid to his/her beneficiary provided he/she was eligible for retirement as defined by SERS.

13.33 Shift Differential

Shift differential of ~~twenty-four cents (24¢)~~ **twenty five cents (25¢)** per hour will be granted to employees whose work schedule starts after 11:59 a.m.

Shift differential of ~~twenty-nine cents (29¢)~~ **thirty cents (30¢)** per hour will be granted to employees whose work schedule starts after 8:59 p.m.

Premium pay will not be paid when an employee is away from work due to illness, vacation, or leave.

Overtime premium pay shall not apply to the shift differential.

13.34 Staff Development

A staff development program which shall include committee's approved adult education courses and professional growth courses shall be instituted for bargaining unit employees. The PGC Committee shall give consideration to the times courses are offered to make classes available at times convenient to bargaining unit employees.

The sum of ~~twenty-four dollars and thirteen cents (\$24.13)~~ **twenty five dollars (\$25)** per year shall be added to an employee's salary upon completion of each professional growth course or adult education course which equals one (1) full credit. Courses will be developed by the Training and Development Office with Union representation of the staff development committee. The administrator in charge of Training and Development shall serve as chairman of the committee.

The pay for completion of each course shall be made at the same time longevity checks are issued.

Credit for additional compensation shall be earned and calculated as follows:

- (a) One (1) credit = 12 to 16 class hours.
- (b) Three-quarters (3/4) credit = 9 to 11 class hours.
- (c) One-half (1/2) credit = 5 to 8 class hours.
- (d) One-quarter (1/4) credit = 2 to 4 class hours.

Class hours shall be considered clock hours.

If an error is discovered either by the employee or Management in number of credits, payment will be awarded for that year and each succeeding year. There will be no retroactivity.

The employer will provide the necessary training for those employees that are recertifying in accordance with their job description for a Class B CDL or school bus endorsement.

13.35 Tickets for Athletic Events

Employees shall receive free tickets to Athletic events upon request to the Athletic Director of the sponsoring school before 4:00 p.m. of the last school day prior to the date of the event. Requests and arrangements for the tickets to be picked up at the school or gate may be made personally or by telephone.

There will be a maximum of twenty-five (25) tickets for these events under direct sponsorship of Toledo Public Schools made available to AFSCME bargaining unit employees on a first come first serve basis at the sponsoring school.

Free tickets will not be available for city championship or tournament games.

13.36 Travel Pay

Employees shall be paid mileage rate permitted by Internal Revenue Service at the time it is officially announced by Internal Revenue Service if required to provide their own transportation in the performance of official Toledo Public Schools business.

Payment for travel shall not be made to the employee for the personal use of his/her automobile to transport himself/herself or other employees to and from their place of employment and his/her home.

Prior authorization for use of a private automobile for official business must be obtained. Authorizations and requests for payment will be submitted on mutually agreed upon forms.

Parking fees incurred as a result of approved employee's use of private automobile shall be reimbursed upon presentation of paid receipts.

Payment for travel shall be made monthly by separate check. Travel pay requested for mileage that is in excess of the mileage listed in the table pre-pared by Financial Services may be questioned.

Travel pay requested for mileage between destinations not listed in the mileage table pre-pared by Financial Services may be questioned if deemed excessive by Financial Services.

13.37 Voluntary Demotion / Involuntary Demotion

Voluntary Demotion

1. *Definition:*

A voluntary demotion shall be defined as the voluntary move of an employee to a position which carries a lower hourly rate.

2. *Procedure:*

Employees who wish to be voluntarily demoted shall do so only through the procedures outlined in "Lateral Bidding," or the layoff procedure.

An employee may request a voluntary demotion when a vacancy exists for which he/she is qualified.

Voluntary demotions are permissible to qualified employees in a layoff situation.

A qualified employee will be awarded a voluntary demotion over a promotional probationary appointment.

A voluntary demotion and a lateral transfer into the same bargaining unit will be considered equal in bidding and the most senior qualified will be awarded the appointment.

Custodial Voluntary Demotion - See Article 30.14.

Operators Voluntary Demotion - See Article 29.24.

Food Service Voluntary Demotion - See Article 31.02.

Clerical Voluntary Demotion - See Article 32.03.

Transportation Voluntary Demotion - See Article 33.03.

Involuntary Demotion

When an employee is involuntarily demoted, Management places the employee's name on an involuntary demotion list to be reinstated to previous classification by seniority before another employee may be promoted. This becomes Management's responsibility, not the employees. It should be understood Management only has to offer these employees one (1) opportunity, (the first) vacancy, to move back or up

to their previous classification. If the employee turns down this opportunity he/she will not have another chance. He/She automatically remains in his/her current classification. He/She must then promote or transfer through procedure outlined in this Contract.

14.00 Vacations

14.01 General Vacation Provisions

All employees whose date of employment is prior to January 1 will receive six (6) days vacation with pay, plus one (1) day of vacation for each full month of continuous service prior to January 1.

The number of vacation days earned and used will appear on all check stubs.

Employees hired between January 1 and July 1 will not receive vacation time or vacation pay during their first vacation year. The daily rate of pay for vacation purposes shall be the number of hours the employee was appointed to work, (not including any over-time, out-of-classification, night differential, hazard pay, or any other compensated hours), or as otherwise agreed. Transportation relief drivers shall be paid vacation based on their average hours for the proceeding five (5) work days.

Vacation for personnel assigned to buildings must be scheduled during the time of summer recess, except as otherwise provided. Where two (2) or more building service department employees are assigned to a building, their vacation may be staggered.

Vacations may be rescheduled in emergency situations. In such situations, the employee will be given a minimum of forty-eight (48) hours notice of the cancellation.

Elementary Secretaries, ten (10) month secretaries, Library Secretaries, Bus Drivers, Food Service Workers, and all other bargaining unit employees who work less than twelve (12) months shall take vacation during the Christmas and Spring recess periods. Any additional vacation days due will be paid by separate check in July.

Vacation days for Elementary Secretaries, ten (10) month secretaries, Library Secretaries, Bus Drivers, Food Service

Workers, and other bargaining unit employees who work less than twelve (12) months will not be scheduled while school is in session, except as approved by the immediate supervisor.

Employees must take vacation time in units of at least two (2) working days. Single days may be used only when there is an uneven number of days left after a one (1), two (2) three (3), or four (4) week period. Employees entitled to three (3) or more weeks of vacation must take at least two (2) weeks at school down time. Any exceptions to these rules must be approved by the immediate supervisor and the director of the department. The only exception to taking vacation in less than one (1) day increments will be for an employee who is enrolled and attends school beyond the secondary education in an accredited college. Approval for half day increments for this purpose must be received by the immediate supervisor and the director of the department. It is also understood that any course attended during the working schedule is not available during off working time. Evidence of attending these classes must be submitted at the end of the course.

For purposes of this article, the vacation year shall be defined as the period from July 1 through June 30 inclusive. If an employee is off payroll on leave of absence for a total of twenty-one (21) work days or more, vacation credit of one (1) day per twenty-one (21) work days shall be lost for that period.

Service with the State of Ohio and all its political subdivisions shall be counted to determine total service for vacation purposes for all employees hired prior to 2/1/88. The employee must submit this information from the previous employer on their official letterhead.

No vacation credit shall be accumulated beyond the period of one (1) year.

Vacation days not taken before June 30 will be forfeited except as agreed to by the Director of Non-Teaching Personnel and Paraprofessionals.

Employees may not take two (2) years of vacation period consecutively except as agreed by the Director of Non-Teaching Personnel and Paraprofessionals.

Employees transferring between vacation calendars (i.e. 9, 9.5, 10 or 10.5 month calendar to a 12 month calendar or vice versa), will have the opportunity to either: 1) carry the number

of vacation days they have earned at the point of transfer which must be used by June 30th of the current school year; or 2) to be paid off for the days they are owed. At no time will an employee be able to do both. Once they have made their decision, it cannot be changed. At the point of transfer they will begin accruing vacation at the appropriate rate for the new position they are working.

14.02 Vacation Credit

An employee shall receive two (2) additional vacation days if no more than five (5) days of personal sick leave and family illness sick leave is used in the previous vacation year.

An employee shall receive one (1) additional vacation day if no more than seven (7) days of personal illness sick leave and family illness sick leave is used in the previous vacation year.

These vacation days must be used in conjunction with regular vacation.

Vacation year shall be defined as the period of July 1 through June 30 inclusive.

14.03 Vacation Schedule

Bus Driver and Food Service Vacation Schedule

Total hours worked per year shall include all hours worked and/or scheduled to be worked except overtime hours.

Times

Vacation hours earned based on 8 hour day (see table below)

Divided by 1440

Equals

Earned Hours of Vacation

88 hours after completing one year of service
96 hours after completing the sixth year
112 hours after completing the ninth year

128 hours after completing the twelfth year
144 hours after completing the fourteenth year
152 hours after completing the sixteenth year
160 hours after completing the nineteenth year
168 hours after completing the twenty-third year
176 hours after completing the twenty-fifth year
184 hours after completing the twenty-seventh year
192 hours after completing the twenty-eighth year
200 hours after completing the twenty-ninth year

Eleven and Twelve Month Employees

13 working days after completing one year of service
14 working days after completing the sixth year
15 working days after completing the eighth year
16 working days after completing the tenth year
17 working days after completing the twelfth year
18 working days after completing the fourteenth year
19 working days after completing the fifteenth year
20 working days after completing the eighteenth year
21 working days after completing the twentieth year
22 working days after completing the twenty-second year
23 working days after completing the twenty-fourth year
24 working days after completing the twenty-sixth year
25 working days after completing the twenty-seventh year
26 working days after completing the thirtieth year

Nine and One-Half and Ten Month Employees

11 working days after completing one year of service
12 working days after completing the sixth year
14 working days after completing the ninth year
16 working days after completing the twelfth year
18 working days after completing the fourteenth year
19 working days after completing the sixteenth year
20 working days after completing the nineteenth year
21 working days after completing the twenty-third year
22 working days after completing the twenty-fifth year
23 working days after completing the twenty-seventh year
24 working days after completing the twenty-eighth year
25 working days after completing the twenty-ninth year
26 working days after completing the thirtieth year

14.04 Vacation Preference

An employee with the highest bargaining unit seniority shall

have vacation time preference providing the vacation is scheduled and approved prior to May 1.

Vacation time revisions may be made after May 1 if they do not conflict with other vacations scheduled and approved in accordance with this article.

14.05 Vacation Payment

~~For the duration of the agreement July 1, 2011 through June 30, 2013; there shall be a reduction in the salary schedule of 2.5%. The salary reduction of 1% from 2010 remains in effect. This reduction also applies to Longevity pay.~~

Employees shall receive vacation payments for years of service based on the following schedule:

Years of Service	July, 2014
5 - 9	\$62.74 <u>\$65.00</u>
10 - 14	\$186.29 <u>\$193.00</u>
15 - 19	\$311.78 <u>\$323.00</u>
20 - 24	\$403.47 <u>\$418.00</u>
25 or more	\$527.99 <u>\$547.00</u>

This payment shall be made the first week of July each year and shall be paid by a separate check.

Years of service shall be credited for the determination of vacation payment from the date of original employment and shall be considered interrupted only upon termination of the employee.

Vacation pay will be paid only once a year and will be paid from the vacation year July 1 through June 30. An employee, for the purpose of this article, shall be given credit for the full year's service if the original appointment date is prior to June 30 and shall receive Vacation Payment accordingly. Only in the case of death, retirement, or eligibility for SERS retirement and ten (10) years or more of service will vacation payments be made for that year on a pro-rated basis. Any leave of absence without pay or layoff exceeding one (1) year shall be deducted in computing continuous service for vacation payment purposes.

15.00 Bidding Procedure - General Provisions

15.01 Bids

All job vacancies which Management determines are to be filled will be advertised. All such job vacancies shall be bid according to the following procedure:

1. Bid notices shall be posted each Monday of each week at all work locations and/or mailed to each employee within the bargaining units. The bid notice shall specify the title of the job, location of the job, hours to be worked, days to be worked, months to be worked and all other pertinent information not available to the employees by reference to the Contract.

2. All advertised job vacancies shall be filled within forty-five (45) working days of the occurrence of the vacancy.

A. All job vacancies to be filled will be posted as soon as possible but not to exceed fifteen (15) working days after vacancy occurs. All bids shall remain posted until the following Monday.

B. Successful bidders shall be notified within five (5) working days of the close of the bidding period and the employee will be assigned within twenty (20) working days of this notification. (Clerical and Technical see Article 32.03.)

3. An employee serving his/her original probationary period shall not be eligible to bid **unless such transfer results in more hours or pay.**

Lateral Bids

1. A lateral bid is a bid into the same classification or a position at the same rate of pay or as provided for in individual unit sections.

2. All lateral AFSCME bids for advertised positions shall be awarded as provided in the individual unit section. Bid procedure must be completed in the bargaining unit where opening occurs, then to qualified bidders in other AFSCME bargaining units. Employees will be placed on the appropriate pay step as indicated by their years of service in an AFSCME bargaining unit.

3. A maximum of two (2) lateral bids shall be permitted per year, unless otherwise approved by Management and the Union. For the purposes of this paragraph the year begins on the date of the first transfer. This does not apply to Bus Drivers and Bus Aides.

4. Lateral trial periods are periods where Management or the employee can determine whether the employee will return to his/her former position. Trial periods for all AFSCME bargaining unit employees will be twenty (20) working days.

Employees will be evaluated not later than the tenth (10th) and the twentieth (20th) days of the trial period. Prior to an employee being returned, the Union and Management will make every attempt to resolve any issues identified.

5. In the event an employee returns to his/her former position during one of the trial periods provided for in this article, or their individual units, the position shall be offered to that person having the next higher seniority on the bid list developed by the bid procedures outlined above. The position shall be rebid only if the original bid list is exhausted.

Persons interviewing employees bidding shall not intimidate the employees nor shall they add to or subtract from the list of qualifications as established in the job description for the job classification.

Employees under promotional probationary status cannot make lateral transfers unless there would be an increase in hours resulting in an increase in pay. This article does not apply to Bus Drivers/Bus Aides.

15.02 Promotions and Inter-Unit Bidding

PROMOTIONS

1. After the lateral bid procedure has been completed for all advertised job vacancies, either original or those created by the bid procedure, and a job vacancy still exists, the job vacancy shall be filled by a probationary promotion.

2. Bidding for a promotional position shall be done according to the bid procedure and shall be awarded to the most senior qualified employee from the next lower classification on a probationary basis unless otherwise

provided in this agreement. Qualifications of employee shall be determined by reviewing personnel file. The employee may also attach any qualifications to the bid sheet.

3. For the purpose of bidding, seniority shall be determined by the period which the individual has worked within the bargaining unit which the subject opening occurs except as provided to the contrary in specific unit sections.

4. The term, promotion, for the purpose of this article, shall mean an upward movement from one class to another involving an increase in salary.

INTER-UNIT BIDDING

5. In those situations in which there are no qualified bids submitted by employees within a bargaining unit in which an opening occurs, an employee outside of that bargaining unit may make an inter-unit bid (whether promotional, lateral or a demotion). The most senior qualified employee bidding, using total AFSCME bidding seniority, shall be appointed on a thirty (30) working day probationary promotional basis. If no qualified bids are received from bargaining unit employees, outside applicants may be considered. Employees will be placed on an appropriate pay step as indicated by their years of service in an AFSCME bargaining unit.

6. Employees will be evaluated not later than the tenth (10th), the twentieth (20th) and the thirtieth (30th) days of the promotional probationary period.

7. Prior to an employee being removed, the Union and Management will make every attempt to resolve any issues identified.

8. If an employee is removed from a position by Management during a promotional, or inter-unit bid probationary period, the employee shall be returned to his/her former position. If an employee decides during the first thirty (30) working days after being promoted not to accept the position, the employee shall be reinstated to the employee's former position without any loss.

15.03 Transfers from One AFSCME Bargaining Unit to Another AFSCME Bargaining Unit

An employee who transfers from any one of the AFSCME bargaining units to another AFSCME bargaining unit as the result of a bid, promotion, demotion, job abolishment, layoff, or recall, shall have bidding seniority as of the first date they work in the bargaining unit to which they have transferred.

Employees who voluntarily bid from one AFSCME bargaining unit into another AFSCME unit, upon returning to the previous AFSCME unit and after working thirty (30) days he/she shall have bidding seniority credit for the time they had previously worked in the bargaining unit. Their bidding seniority date shall be adjusted back from the date they returned to the previous AFSCME bargaining unit to reflect this credit. If the transfer was the result of a job abolishment, layoff, involuntary demotion, or recall, the employee's bid seniority shall be frozen in the bargaining unit from which they were displaced, unless they waive their right to return to the bargaining unit from which they were displaced. Their bidding seniority date shall be adjusted back from the date they returned to the previous AFSCME bargaining unit to reflect this credit.

A transfer from one AFSCME bargaining unit to another AFSCME bargaining unit shall not interrupt an employee's layoff seniority.

For the purpose of determining sick leave accumulation on a transfer bid (inter-unit) the following formula shall be used:

Number of sick days accumulated by employee reduced to hours by average hours per day worked over last sixty (60) work days, divided by the number of hours to be worked per day in the new unit, shall give the number of days accumulated sick leave transferring with employee.

Example - 20 days (x) 6 hours - 120 hours divided by 8 hours - 15 days sick time transferred.

If an employee's sixty (60) work days average equals the new positions' hours, no reduction in sick leave shall occur.

15.04 Transfers Outside AFSCME Bargaining Unit and Return

An employee who accepts employment within Toledo Public Schools outside the AFSCME bargaining unit of the Toledo Public Schools shall have thirty (30) work days to return to the bargaining unit, retain their seniority and previously held position.

After thirty (30) work days working outside AFSCME bargaining unit the employee's seniority shall be frozen. Employees that had been employed in a position in any AFSCME bargaining unit may return to the previous AFSCME bargaining unit only after all bid and transfer rights provided by this Contract to employees in the bargaining units have been exhausted.

Upon re-entering the bargaining unit and after working thirty (30) days he/she shall have bidding seniority and layoff seniority credit for the time they have previously worked in an AFSCME bargaining unit, and their layoff and bidding seniority date shall be adjusted back from the date they re-enter the AFSCME bargaining unit to reflect this credit.

After working outside AFSCME bargaining unit, beyond the thirty (30) work days described above, the employee may return to the bargaining unit at the option of Management. This employee will be red-circled at the current rate of pay of the classification he/she held when he/she left AFSCME. During the first thirty (30) work days, if a vacancy occurs after the bid/transfer procedure has been exhausted, the employee shall be placed in the vacancy if qualified. After thirty (30) work days the employee must bid on every available position, regardless of classification, he/she is qualified for, using the bid procedure.

After an employee has been red-circled for a period of twelve (12) months, he/she must fill any vacancy that he/she is qualified for in any AFSCME bargaining unit after the bid procedure has been exhausted. After the above procedure has been followed the employee shall be terminated.

Employees from Local 2853 may return to a relief driver position, and shall remain there for the period of thirty (30) work days, and then shall have full rights under this Contract.

16.00 Conformance to Classification

16.01 General Section

An employee shall work within his/her classification and shall not be required to perform duties outside his/her classification except Management may request the employee to perform work outside his/her classification under the following conditions.

An employee shall not be requested to work below his/her classification if there is any other employee classified

lower working above that classification in the same unit or classification.

16.02 Working Below Classification

An employee temporarily requested to work below his/her classification or pay rate shall receive his/her regular rate of pay.

For summer miscellaneous laborer work, refer to Article 30.02.

16.03 Working Above Classification

An employee shall not be required to work above his/her classification unless he/she is specifically authorized by the employees' supervisor, foreman or other appropriate official of Management.

If an employee is specifically authorized to work above his/her classification by a supervisor, foreman or other appropriate official of Management he/she shall receive the higher rate of pay for said higher classification. (High School, Junior High, and Elementary principals and department heads shall be considered as appropriate officials of Management for purposes of this paragraph only when assigning clerical employees, except as otherwise provided.) (See working out of classification for Food Service rate of pay.) (Clerical and Technical see Article 32.01.)

For summer miscellaneous laborer work, refer to Article 30.02.

16.04 Working Out of Classification

An employee shall not be requested to work out of classification, if there is a vacancy, although it is recognized by the Union that a forty-five (45) work day period is necessary for the advertising of vacant positions for the requisitioning, certification and selection of employees to fill vacant positions and that during these periods of time it may be necessary to the operation of Management to work an employee out of classification.

An employee who is working out of classification shall be compensated at the appropriate rate of pay for every day spent in that assignment including down time and holidays. (See Working In Higher Classification for Food Service rate of pay.) (Clerical and Technical see Article 32.01.)

If an employee feels he/she is performing work above his/her classification as a result of a change in duties of his/her position or as a result of performing the duties of another position, he/she may request a job audit be conducted as provided in the Contract Article 13.13).

If a position is reclassified either upward or downward, the classification change shall be made in compliance with this Contract.

If a position or class of positions is reclassified downward, wages of the incumbents of these positions or class of positions shall be maintained (red-circled) at the same wage level of the higher position until the wage of the reclassified position exceeds the wage of the higher level position or until the employee is transferred or promoted to another position that is not red-circled.

16.05 Temporary Assignments to Supervisory Positions

During the absence of any supervisor or foreman due to extended sick leave, leave of absence or vacations, a member of the appropriate work force of the affected section may be assigned on a temporary basis to perform the duties of the supervisor or foreman at the appropriate rate of pay. The person assigned must have the physical fitness and the ability to perform the duties of the position to be filled.

17.00 Disciplinary Action

17.01 General

In the event that Management seeks to take disciplinary action against an employee the following procedure shall be followed. Disciplinary action may result in demotion, suspension or dismissal. The employee shall be entitled to a hearing prior to the imposition of demotion, suspension, or dismissal unless:

A. The employee specifically waives such hearing in writing with copies to all parties, or

B. The employee may be relieved from duty prior to a hearing if charged with any of the following, but not limited to: thievery, being under the influence of, or the use of, alcoholic beverages or illegal drugs or narcotics during working hours, the selling or offering for sale of illegal drugs or narcotics,

physical violence, offenses involving immoral conduct or gross insubordination on the job, or behavior which presents an immediate danger to the safety of students or other employees. However, where an employee is suspended under this provision, a hearing before the division head, or designated hearing authority, shall be held prior to the end of the next regularly scheduled work day unless otherwise scheduled and agreed. (In this situation, steps A and B of Article 17.02 in the following hearing procedure are eliminated for the purpose of an immediate decision.)

When management is considering placing a School Resource Officer on suspension, it shall consult with the Local 272 President and/or Vice President prior to making that decision.

17.02 Procedure

The employee shall be presumed to be innocent and the burden shall be upon Management to show fault by the evidence presented at the hearing.

A. Procedures outlined in this article will be followed and the disciplinary procedure under this article is not subject to a separate grievance. If a party disputes a decision at any step of this procedure, the only recourse is an appeal to the next step under this procedure.

B. The employee shall have the right to be represented by the Union unless such representation is specifically waived in writing with copies to all parties. In any event the Union shall have the right to attend any disciplinary actions conducted hereunder.

C. The employee shall have the right to confront and question the accuser, the right to examine all witnesses in the employee's own behalf, the right to refuse to testify against his/her self, the right to have all pertinent records of the employee made available and the right to file a written answer to the charges. The Superintendent or his/her designee shall render a decision within ten (10) work days of the conclusion of the hearing. Copies are to be sent to the employee, Union, supervisor, department head, and personnel department.

D. **Step One.** Every attempt shall be made to resolve any infraction of rules and regulations in an informal way between the employee and the employee's immediate supervisor.

E. **Step Two.** If an impasse is reached under Section D., the employee's supervisor (or the individual preferring charges) shall reduce those charges to writing and shall serve copies on the employee, the Union and the department head and personnel director. Those charges shall be brought within ten (10) work days of the occurrence of the alleged offense or ten (10) work days of the date, or in the exercise of reasonable diligence of Management's knowledge of the occurrence of the alleged offense and shall be concise and specific. The department head shall review the charges and any defense of the employee and/or Union wishes to offer and shall endeavor to ascertain the truth. The department head will consult with the Personnel department before making a recommendation. A hearing will be conducted within ten (10) work days of the receipt of the supervisor's recommendation. The department head shall make his/her recommendations to the Superintendent or his/her designee within five (5) work days after the hearing. This recommendation can be appealed within ten (10) work days.

F. **Step Three.** Upon appeal of this hearing recommendation the Superintendent or his/her designee shall schedule a hearing within not more than ten (10) work days and shall notify the employee and the Union, Department Head, and the Personnel Department. Upon written application of the employee and/or Union to Management, one extension of time may be granted not to exceed ten (10) work days. Every effort will be made to schedule meeting at mutually agreed time.

G. Charges shall be preferred by the individual originally lodging them and the Superintendent or his/her designee shall serve as the hearing officer.

H. Should the charges be sustained, the judgment of suspension, reduction in rank or discharge shall be as of the date the employee was relieved from duty. Should the charges not be sustained, the employee shall be restored to the payroll as of the date he/she was relieved from duty. Should the charges be sustained but, in the opinion of the Superintendent or his/her designee, only a suspension is warranted, an order of suspension dating from the date the employee was relieved from duty may be made. Copies are to be sent to the employee, Union, supervisor, department head and the personnel department.

I. Step Four. Any suspension, reduction in rank or discharge per above procedures may be appealed within fifteen (15) work days from the date of such action to Arbitration in the grievance procedure.

J. Reprimands: In the event of an oral or written reprimand the supervisor shall render that reprimand in private. At the employee's request a Union official may be present.

K. All discipline records are permanent records that cannot be destroyed, however, employees can submit a written request to the Non-Teaching Personnel Department to have disciplinaries removed to their green health folder located in the employee's personnel file after thirty six (36) months providing there are no intervening disciplinary actions. The employee's request will be decided by the Superintendent or his/her designee. Any offenses that involve the welfare and safety of students will not be removed.

18.00 Grievance and Arbitration Procedure

It is the goal of the parties to use their Labor-Management Committee(s) and Employee Involvement processes to continuously improve relations between the parties, and to resolve problems before they become grievances. The parties agree that a full discussion of the facts and circumstances surrounding a grievance is an important part of the grievance process.

The parties agree that resolution of grievances as early as possible in the grievance procedure is desirable and that once resolved it is the parties mutual goal that additional grievances, on the same issue, should then be unnecessary. To promote early resolution of grievances the parties agree that any grievance granted which is not moved to the next step of the grievance procedure or any grievance mutually agreed upon as settled by the Union and the Board at Steps 1 or 2 of the grievance procedure are without precedent. If either party feels an issue is the subject of repeated grievances that issue should be moved along the grievance procedure for resolution or arbitration.

When a grievance is granted and accepted by the Union or mutually settled, the administrator who resolved the grievance is responsible for notifying all affected parties (including but not limited to the grievant, the President of the Local, the Director of the Department, the Director of Labor Relations, Human Resources and Payroll) within ten (10) work days of

the resolution.

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of the Contract, unless specifically excluded by this Contract, shall be settled in the following manner and within the stated time limits, unless jointly agreed upon in writing:

STEP 1 - The aggrieved employee who may be represented by a representative of the Union shall present the grievance orally to his/her immediate supervisor within ten (10) work days of the date of the occurrence of the grievance or ten (10) work days of the date, in the exercise of reasonable diligence, of the employee's knowledge of the occurrence of the grievance, who shall render his/her decision orally to the employee and the Union representative within five (5) work days from the day the grievance was presented.

STEP 2 - If the grievance is not resolved in Step 1, the employee or Union representative shall, within ten (10) working days, reduce the grievance to writing on a standardized form and present it to the department head. The grievance shall contain a brief summary of the complaints and shall list the names of the affected employees or class of employees. The grievance form shall be signed by the Union representative. The department head shall notify the employee and the Union of his/her decision in writing within ten (10) work days from the day the grievance was submitted to him/her.

STEP 3 - If the grievance is not resolved in Step 2 the employee or the Union shall refer the grievance in writing to the hearing level on the form to the Superintendent of Schools or his/her designated representative, within ten (10) work days of the Supervisor's answer. The Superintendent of Schools or his/her designated representative shall schedule a hearing, with the designated representatives of the Union, within ten (10) work days of receipt of the appeal, with a written decision to be issued to the employee and the Union within ten (10) work days thereafter. Such hearing may be mutually waived.

The parties agree to utilize the following mediation process:

A. Mediation Procedure

1. A request to mediate must be submitted within fifteen (15) work days following the Step 3 answer. If mediation is requested by a party and the other party agrees to mediate, the time lines for filing a request for arbitration will be tolled

subject to the mediation procedure. A party refusing mediation must give written notice to the other party within five (5) work days of the request. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in the parties Collective Bargaining Agreement shall commence on the day the refusal notice is issued.

2. The parties agree to utilize the services of the Federal Mediation and Conciliation Service, or other agreed upon mediation service. Notices of mediation requests are to be signed by the parties. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, then either party may withdraw its consent to mediation and the grievance may proceed to arbitration.

3. The grievant shall have the right to be present at the mediation conference.

4. Each party shall have one principal spokesman at the mediation conference, who shall have authority to resolve the grievance.

5. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.

6. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.

7. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

8. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided. The mediator shall state the grounds of his advisory decision.

9. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree. If either party requests, the settlement will

be reduced to writing and signed by the parties.

10. If no settlement is reached at mediation, the parties are free to arbitrate. If the parties do not accept the advisory opinion of the mediator the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the parties' collective bargaining agreement shall commence on the day the advisory opinion is issued.

11. In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.

12. The parties agree the mediator may conduct more than one (1) mediation conference in a day.

B. Costs of Mediation

1. The mediator's fee and expense, if any, as well as any associated costs of mediation (administrative charges, room charges, cancellation fees, etc.) will be divided equally between the parties.

ARBITRATION - If within fifteen (15) work days the Union has not accepted the answer in Step 3, the Union may request the matter be submitted to arbitration. An arbitrator from the existing list on a rotating basis must be notified to schedule a hearing within one hundred twenty (120) days. If the arbitrator is not selected or notified within one hundred twenty (120) days, Management may argue that any back pay or other remedy should be mitigated due to such delay. Expenses of the arbitrator will be shared equally between Management and the Union.

The arbitrator is mandated to rule on the basis of the evidence presented and the terms of this Contract and he/she may not add to or subtract from or modify the Contract.

TIME LIMITS - If at any step of the grievance procedure, the time limits are not adhered to, by the Board, the grievant shall have the right to process his/her grievance to the next step. The arbitrator shall be requested to submit the decision within fifteen (15) work days.

If after Step 1 of the grievance procedure the grievant fails to process in accordance with the above time limits, the grievance shall automatically pass to the next step provided, however, the total days passed may not exceed a total of thirty-five (35) work days.

Any step of the grievance may be waived by mutual agreement in writing.

19.00 Layoff and Recall Procedure

19.01 Layoff Procedure

It is agreed that when there is a lack of work or funds which requires reduction in the work force, Management may lay off employees as herein provided. An employee who is removed from employment shall be considered laid off. An employee who is required to bump outside his/her bargaining unit shall have the same recall rights in his/her unit as those employees who are laid off. Seniority for the purpose of layoff and recall shall be only as described in Article 22.05 of this Contract.

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. Positions of Management paid completely by federal funding shall not necessarily be laid off before other employees, but these positions shall be included in those positions to which a bargaining unit employee may bump in case of layoffs.

The President, Vice-President, Recording Secretary and Treasurer (in that order) of each Local of the bargaining unit shall have the highest seniority of all employees within the bargaining units for the purpose of layoff and recall.

In case of layoff, seasonal, temporary, substitute, original probationary period, and promotional probationary employees shall be laid off in that order before any regular, classified employees are laid off.

If a promotional probationary employee held a permanent classified position prior to the commencement of a layoff procedure, said affected employee shall be returned to his/her former classified position and the layoff procedure implemented with said affected employee considered as a permanent classified employee. (For Clerical and Technical Unit see Article 32.24).

An employee may bump into a lower classification in their bargaining unit at anytime, if qualified, during the layoff procedure.

An employee may:

- Bump within employee's classification or equal rate of pay, within same bargaining unit.
- Bump lower classification within promotional chain in same bargaining unit, or if not, the position of equal or lower pay for which the employee is qualified in the same bargaining unit.
- Take a vacancy, if qualified, in higher classification within same bargaining unit by seniority.
- After all positions in same bargaining unit have been exhausted an employee can bump or fill a vacancy (after advertised) into another AFSCME bargaining unit for which he/she is qualified by seniority, if equal or lower pay.

Employees cannot bump into a higher classification regardless of seniority. They may, however, fill a vacancy in a higher classification on a promotional probationary basis, if qualified, and after all other qualified employees with more bidding seniority of equal or higher classification have been placed.

If necessary a bump session will be held at which time limits will be waived on postings and all jobs will be filled at that session.

Management will make final determination of whether an employee is qualified per job description. If dispute arises as to qualifications for a higher classification Management will make the final determination of qualifications per the appropriate job description. Union may appeal to arbitration within fifteen (15) work days of the grievance. If the job to which he/she bids and/or bumps has a training period as a newly appointed employee, said employee shall have the same benefits of training as a newly appointed.

If it becomes necessary to lay off permanent employees, Management agrees that supervisory personnel shall have no right to bump into any position in the bargaining unit. It is also

recognized by the Union that supervisory personnel cannot be bumped if a layoff or job abolishment occurs.

19.02 Recall Procedure

An employee who is removed from employment shall be considered laid off. An employee who is required to bump outside his/her bargaining unit shall have the same recall rights in his/her unit as those employees who are laid off. Names of employees laid off shall be placed on a recall list based upon layoff seniority. Employees shall be recalled according to their seniority with the most senior employee having been laid off being recalled first within his/her bargaining unit. Names of laid off employees shall remain on the recall list for period of four (4) years or length of employment, whichever is less. A copy of this list shall be provided to the Union.

After all bidding within that bargaining unit has been completed, employees on layoff shall have the right to be recalled to vacancies of Management within his/her bargaining unit by seniority, if qualified. If there are no employees laid off within the bargaining unit where a vacancy occurs, qualified employees from other bargaining units will be recalled by seniority. Employees on layoff, however, must sign a classification preference recall list for all bargaining units and will only be recalled for those positions they have listed. All vacancies shall be advertised prior to utilizing the recall procedure.

Recall notices shall be in writing. This shall be sent by certified mail, return receipt requested, to the employee's address of record or by personal contact which must include a signed and dated receipt. A copy of said recall notice shall be sent to the Union. Recalled employees shall have forty-eight (48) hours from receipt of notice to answer the notice. Employees must report to work within fifteen (15) days from the date of acceptance of position. If employee does not respond in forty-eight (48) hours and/or report to work in fifteen (15) days he/she will automatically be notified of termination and the next person on the list will be recalled.

If an employee is recalled and accepts a position other than the position held at the time of layoff, said employee shall be afforded a non-probational forty-five (45) work days to familiarize himself/herself with the job. He/She shall also have the right to bid into the position held at the time of layoff or any other job being filled by recall according to his/her seniority

if he/she has the basic qualifications. An employee shall have bidding rights in the local to which he/she is recalled beginning with his/her effective date on the official recall notice to that recalled position. He/She shall have bidding seniority credit for the time they have previously worked in the same bargaining unit. Bidding seniority credit, which was frozen when the employee left this unit, shall be returned to the employee upon re-entry to that unit. The time spent outside that bargaining unit will not be credited, as no one can accrue bidding seniority in two (2) locals simultaneously.

If an employee wishes to amend or withdraw his/her name from the list, he/she shall notify Management and the Union in writing. The employee shall maintain his/her right to recall to his/her classification at the time of layoff in accordance with the provisions in the layoff and recall procedure irrespective of the classification preference recall list. A copy of the classification preference recall list shall be made available to the Union. For purposes of the layoff procedure the method of breaking ties in seniority dates shall be by lot or original seniority for classifications entering bargaining units 1973 and 1978, 1981, 1985, etc. when the tie is within same classification. See Article 22.04 of this Contract.

No new employees shall be hired by Management while any employee is on layoff unless all employees laid off who are qualified refuse the position to be filled.

20.00 Probationary Period

An employee serving his/her original probationary period shall not be allowed to bid. During the original probationary period, employees will be evaluated at the end of thirty (30) working days, sixty (60) working days, and ninety (90) working days. Thereafter, all employees will be evaluated on an annual basis in addition to evaluations as required in the promotional and transfer articles of this Contract. Clerical and Technical Unit see Article 32.03.

The original probationary period for all employees covered by this Contract shall begin the first day the employee works and receives pay. Transportation employees hired after January 1, 1981, and all other employees hired after January 1, 1985, shall serve their original probationary period as follows:

To complete the original probationary period, an employee must work ninety (90) actual work days. For the purpose of determining work days under this article, jury duty, paid

leave, holidays, vacation time, departmental conference day, operation cancellations, calamity days, summer break (for less than 12-month employees) and other operational days not worked will not be considered as days worked.

Upon completion of the original probationary period, the employees original seniority date shall be adjusted back the length of the original probationary period, ninety (90) actual work days, excluding jury duty, paid leave, holidays, vacation time, departmental conference day, operation cancellations, calamity days, summer break (for less than 12-month employees) and other operational days not worked, from the date original probationary period is completed.

This shall be their original adjusted seniority date for all purposes under this Contract, unless as otherwise provided.

Work performed on a temporary or substitute basis shall apply to the original probationary period, including fringe benefits, however; if the ninety (90) actual work days were not in the permanent position, three (3) satisfactory evaluations will be necessary within ninety (90) actual work days after appointed to a permanent position.

In the event more than one (1) employee completes their probation on the same date, the order of preference on the seniority list shall be determined by the drawing of lots using the following procedure:

The drawing shall be conducted by using consecutively numbered slips of paper.

A slip shall be drawn from a container by each individual involved. (Example - if number one (1) is drawn they are first on the seniority list, etc.) Management and the Union shall prepare the slips and shall be present at the drawing, and both shall be equally responsible for the legality of the procedure.

The Union shall not have the right to represent the employee in a disciplinary matter until the employee has completed their original probationary period. However, in contractual matters the Union can represent them after sixty (60) completed calendar days of their original probationary period.

Employees shall not be eligible for fringe benefits according to the schedule until completion of the original probationary period.

The term, promotion, for the purposes of this article, shall mean: an upward movement from one class to another involving an increase in salary.

21.00 Reporting Absence and Return to Work

21.01 General Provisions

Failure to report absences from work or return to work in compliance with the proper procedure may warrant disciplinary action.

An employee who is late due to extreme weather conditions shall be considered as being on the job even though the employee may arrive for work after the prescribed starting time. An employee who does not report for work shall be considered as absent, except as otherwise provided in this Contract.

An employee shall maintain his/her current address and telephone number on file with the proper department and Non-Teaching Personnel.

22.00 Seniority

22.01 Definition of Seniority

Seniority shall be defined as an employee's total continuous service unless as otherwise provided in this Contract.

An employee shall not accumulate seniority during their original probationary period. However, upon completion of their original probationary period their employment date shall be adjusted (as provided in Article 20.00 of this Contract, if necessary) and this shall be their adjusted seniority date for all purposes under this Contract, unless as otherwise provided.

22.02 Termination of Seniority

Seniority shall terminate upon:

1. Retirement
2. Discharge
3. Failure to report after termination of a leave of absence.
4. Failure to report for work within fifteen (15) days after

notification of recall or failure to report his/her intent to return to work within forty-eight (48) hours after notification of recall.

5. If an employee is laid off and not recalled for a period exceeding his/her seniority or four (4) years, whichever is less their name shall be removed from the seniority list.

6. Voluntary severance except as otherwise provided.

7. If an employee terminates and returns to employment with Toledo Public Schools within one (1) year, his/her seniority shall not have been interrupted, except that the employee shall not have been credited for the time between his/her termination and re-employment.

22.03 Seniority Lists

~~Two (2) times per year seniority lists will be provided to each bargaining unit by "A to Z" and also by layoff date.~~
Upon request, all AFSCME Presidents shall receive an electronic copy of their Bargaining Unit's seniority list by "A to Z" and also by layoff date. The parties understand the seniority list will not be available immediately after the bump (i.e., 2-3 weeks).

22.04 Bidding Seniority

Bidding seniority (transfers and promotion procedures) shall be the original permanent appointment date, unless otherwise provided in this Contract.

Classifications which were accepted into the bargaining unit on January 1, 1973, i.e., former Library Aides, Visiting Teacher Aide, Library Technical Assistant, Instructional Aide, shall have a bidding seniority date of January 1, 1973.

Classifications accepted into the bargaining unit on May 2, 1978, shall have a bidding seniority date of May 2, 1978. (Office Assistant to Nurse, Bus Aide, Campus Protection Officer). Classifications accepted into the bargaining unit April 6, 1981 shall have a bidding seniority date of April 6, 1981. (Security Specialist, Inventory Control Clerk). Classifications accepted into the bargaining unit on January 1, 1985, shall have a bidding seniority date of January 1, 1985. (Security Monitor Technician, Security Response Technician, Clerical Specialist, Commissary Cook and Employee/Student Response Technician).

If ties exist, the ties shall be broken by original date of hire within their classification and then by lot.

22.05 Layoff Seniority - General

Layoff seniority shall be uninterrupted service as defined in Article 22.01 and shall begin on the date of permanent appointment into the bargaining unit unless otherwise provided in this Contract. Only "aide" time worked in those titles which are part of the bargaining unit (i.e., classifications as listed above) will be counted. New titles shall be added as mutually agreed upon. For the purpose of resolving seniority among aides, etc., only *(1-1-73, 5-2-78 and 4-6-81) layoff seniority will be the original date of hire within their classification. The method of breaking ties in original seniority shall be by lot. *(1-1-73 Instructional Aide, former Library Aides, Library Technical Assistant and Visiting Teacher Aide), (5-3-78 Office Assistant to Nurse, Bus Aide and Campus Protection Officer), (4-6-81 Security Specialist, Inventory Control Clerk). (1/1/85 Security Monitor Technician and Security Response Technician, Clerical Specialist, Commissary Cook and Employee/ Student Response Technician.) A transfer from one AFSCME bargaining unit to another AFSCME bargaining unit shall not interrupt an employee's layoff seniority.

Bus Driver

Layoff Seniority for Bus Drivers shall be their adjusted date after completion of their original probationary period.

Clerical Substitute Seniority Credit

For the purpose of layoff procedure any person having had a substitute Clerical position, upon receiving a permanent appointment, shall receive seniority credit for prior service. The total number of hours worked as substitute divided by seven (7) shall determine the number of work days seniority credit allowed. The seniority date at the time of appointment shall be so adjusted by work days, but the adjusted seniority date shall never be before the original date of hire.

Building and Related Services

Layoff seniority shall be their adjusted date after completion of their original probationary period.

Custodial Services

Layoff seniority shall be their adjusted date after completion of

their original probationary period.

Food Service Substitute Seniority Credit

All Food Service employees placed prior to January 1, 1981 will use their original permanent appointment date for layoff purposes.

Food Service Employees placed after January 1, 1981, will have a layoff date determined by the number of days worked as a food service substitute. However no layoff date under this method shall be prior to the last Civil Service date (February 25, 1980) established by the previous procedure. An employee with sufficient substitute days to go beyond that date will be adjusted to February 26, 1980, with a lottery number reflecting earliest date at No. 01, etc. However, those hired from layoff from another AFSCME unit will retain their layoff date from prior AFSCME affiliation.

22.06 General and Layoff Seniority Upon Reinstatement

If an employee terminates and is reinstated within one (1) year his/her seniority for layoff and recall purposes shall not be considered to be interrupted except that the employee shall not be credited for the time between his/her termination and his/her reinstatement.

If an employee terminates and is reinstated or re-employed within one (1) year his/her seniority for purposes of building seniority, longevity, and bidding seniority shall be considered to be forfeited. Therefore, the employee must start at the first step of the salary range and shall be placed at the bottom of the job class seniority list.

Vacation credit shall not be interrupted except that the employee shall not be credited for the time between his/her termination and reinstatement.

23.00 Work Rules - General

23.01 Establishment

All existing and future general work rules not covered in this Contract shall be subject to the following conditions before becoming effective.

Establishing:

Management agrees to discuss changes in existing work

rules or the establishment of new work rules with the Union and provide copy to Local Union Presidents.

In addition, when existing rules are changed or new rules are established, they shall be adequately and prominently posted on bulletin boards for a period of ten (10) consecutive work days before becoming effective.

Informing Employees:

New employees shall be provided with a copy of the rules at the time of hire.

Any unresolved dispute of any new or existing rule or any complaint involving the application of a new or existing rule shall be resolved through the grievance procedure. Both parties agree the grievance may be submitted by either party directly into the arbitration step of the grievance procedure and further, that if the dispute results from a new work rule, the new work rule shall not be implemented until the dispute has been settled. If the dispute involves the application of an existing work rule, said application shall be deferred until the dispute is resolved. All rules shall be uniformly applied and uniformly enforced and violations shall subject an employee to a uniformly applied and uniformly administered disciplinary procedure.

23.02 Miscellaneous Work Rules

(a) Cleaning After Evening Sessions

In buildings where evening sessions are held, or second shift maintenance employees are working, the Building Operator/Site Coordinator shall be responsible to see that all classrooms and floor space used for the session must be swept and dusted thoroughly either after the session or on the following morning.

(b) Removal of Snow and Ice

Building Operators/Site Coordinator and Custodial Personnel shall remove all snow from steps, entrances and walks.

De-icer or sand should be applied when walks are in a slippery condition.

The removal of snow shall take precedence over all other work except the heating of the school and other duties which cannot be omitted without interference with the instructional

program.

(c) Contamination with Vomited Matter

In every instance when a child vomits the custodial personnel shall see that the vomited matter is immediately removed, and the affected area shall be properly sanitized. In the case of vomited matter on a school bus, the driver will remove it or if it has created such a problem that it cannot be removed by the driver, then it shall be reported to the foreman of mechanics and it shall be his/her responsibility to have the bus cleaned.

~~**(d) Cleaning of Grease Traps and Exhaust Fans and Filters**~~

~~Once each thirty (30) days, during the school term, the top of the interceptor shall be removed, inspected and if required work orders submitted to Pearson Center for appropriate action. The top shall be securely replaced.~~

~~All exhaust fans, unit ventilators, grease hoods, and spray booths will be cleaned as required.~~

~~This duty shall be the responsibility of the Building Operator.~~

~~**(e) (d) Cleaning of Drains and Gutters**~~

All sewer gratings, outside and inside, shall be inspected and cleaned of debris in order to ensure proper function as necessary. All roof drains shall be cleaned of debris as often as required. These duties shall be the responsibility of the Building Operator/**Site Coordinator**

~~**(f) (e) Fire Protection and Safety**~~

1. All necessary precautions should be taken against fire. Exits, fire escapes, and all entrances are to be kept clear and in good order at all times.

2. All employees should become familiar with the use, type and the location of all fire extinguishers in the building. When a fire extinguisher has been used, a request for maintenance must be sent to the Pearson Center or in the case of a Bus Driver it shall be reported to the Foreman of Mechanics.

3. All emergency exit lights in all parts of the building shall be lighted at all times.

4. The Operator/~~or Working Facilities~~ **Site Coordinator** on duty shall be notified as soon as possible by the Principal or his/her designated representative of an emergency.

5. All employees shall assist in every way possible in all fire drills.

~~(g)~~ **(f) Storage of Materials**

1. Material of any nature shall not be stored in corridors, stairs, landings, air plenums, behind urinals or toilets, or in front of electrical control panels.

2. Oily rags, cloths, or waste shall be kept in closed metal containers.

3. All basements, storerooms, boiler rooms, attics, openings under stair ways, etc. shall be kept clean and in order at all times.

4. These responsibilities shall normally be the responsibility of the Building Operator/**Site Coordinator**, however, certain areas such as food service storerooms or secretarial supply areas shall not be the operator's responsibility.

~~(h)~~ **(g) Display of Flag**

1. Only the United States flag is to be displayed unless otherwise instructed by special notice.

2. The flag shall be flown at full mast from 8 a.m. until the last class is dismissed in the afternoon.

3. The flag shall be flown at half mast only on those periods designated by the Superintendent's office.

4. When the weather is inclement, or during rain, snow or wind storm which might injure or destroy the flag, it shall not be flown.

5. The Building Operator/**Site Coordinator** shall be responsible for the proper raising and lowering of the flag.

6. In a building where there is no Operator/Site Coordinator, Management will designate a person to raise and lower the flag.

7. The flag shall be maintained in good order and repair. When the flag becomes torn, dirty, or faded, it shall be burned privately. Flags, when taken down, shall be neatly folded and stored in a secure place. The flag must not be allowed to touch the ground.

These provisions shall be the responsibility of the Building Operator/Site Coordinator.

~~fj~~ (h) Receiving of Supplies

Appropriate employees are to receive and assist in unloading of supplies and goods delivered to the building. Every effort must be put forth not to delay the school delivery trucks.

~~fj~~ (i) Private Use of Property and Tools

Building personnel shall exercise due vigilance to see that property belonging to the Toledo Public Schools is not put to private use. Property shall include supplies, tools, or apparatus owned by the Toledo Public Schools.

~~fk~~ (j) Damage to Property

Building personnel shall obtain the name of any person responsible for the damage to school property where possible, and report same to the responsible supervisor immediately.

~~fk~~ (k) Report of Burglary, Vandalism, Etc.

All criminal activity shall be immediately reported to the Board's Security Department. Evidence of criminal activity should not be touched until after the Security Office and/or police department have concluded their investigation. Reports of criminal activity shall be reported to the Security Department no matter when they occur. In all such cases the Building Operator/Site Coordinator will be called out and will be met at the building by the police, or a supervisor, or another designated person.

~~fm~~ (l) Installation of Equipment or Fixtures

Only persons authorized by the Business Office shall be

permitted to install or cause to be installed any additional or special equipment, fittings, lights or appurtenances, whether temporary or permanent.

~~(m)~~ (m) *Unauthorized Persons in Buildings*

No person, not a member of the bargaining unit, shall be permitted to work in the building or to assist any employee in his/her duties if such work or assistance would deprive the employee of work normally performed by him/ her.

~~(n)~~ (n) *Loitering and Visits*

No one is permitted to loiter in or around Toledo Public Schools premises. School employees shall not receive visits of relatives, friends, or business associates in or on the school premises.

~~(o)~~ (o) *Parking*

Parking on school property shall be limited to designated parking lots or areas and only school personnel, students and visitors shall be allowed to use these facilities on a first come first served basis.

It is understood that students shall park in areas designated for student parking.

~~(p)~~ (p) *Sleeping in Buildings*

Employees shall not sleep while on duty.

~~(q)~~ (q) *Use of Telephones*

Telephones, computers, and televisions are placed in the buildings for school business. Personal use of telephones, cell phones, computers and televisions should be limited to emergencies and used only when not on duty. Employees who abuse this are subject to discipline.

~~(r)~~ (r) *Compliance with Rules and Special Notices*

Appropriate personnel shall post all bulletins and notices in a designated area as indicated by the notice or bulletins. A posting area will be designated at each work location and employees shall be held responsible for knowledge of such posted bulletins and notices.

~~(t)~~ (s) Authorized Absence from Work Location

An employee shall not be excused or absent from a work location without proper authority.

~~(t)~~ (t) General Safety Rules

Employees will be expected to familiarize themselves with general safety rules and also with the specific safety rules issued from time to time for their particular occupation. This list of rules shall not be considered all inclusive.

~~(t)~~ (u) Cleaning after Day Sessions

1. In order that the school buildings may be properly cleaned, custodial personnel are to be permitted to begin classroom cleaning not later than thirty (30) minutes after the close of the school session. Judgment must be exercised when school or non-school activities are using classrooms after school.

2. Teachers are to permit the custodial staff to enter their respective rooms for the purpose of cleaning one-half (1/2) hour after the close of the school day. If the teacher does not vacate the classroom within one-half (1/2) hour or permit the custodial staff to enter while he/she is present, the custodial staff shall inform his/her supervisor in the Building Services office and the Supervisor will work out the problem with the school principal.

3. The principal and assistant principal may remain in the building at his or her own discretion. However, it is understood that such persons will at all times secure the exit used.

~~(w)~~ (v) Food Service and Custodial Personnel Responsible for Cleaning the Cafeteria

Employees working in the Food Service Department will be responsible for cleaning the food preparation and serving areas of the cafeteria, as well as all food service equipment. All food service workers will be trained in safe and efficient methods of cleaning. Food Service Workers will be responsible for removing trash to the dumpster in buildings which do not have a day Custodian on duty during the hours the cafeteria is open.

Employees of the Custodial Services Department, Custodians and Miscellaneous Laborers, shall remain responsible for cleaning the eating and seating area of the cafeteria **once per week except in High Schools.**

23.03 Operation of Board Vehicles

1. The Board, as part of its requests for quotes, will request from fleet insurance carriers their criteria for determining an employee's uninsurability. This information will be given to a representative of all five (5) locals. Bureau of Motor Vehicle (BMV) reports will be submitted to the fleet insurance carrier annually.

2. If an employee is determined to be uninsurable by the fleet insurance carrier and the employee is required to drive a Board vehicle as part of his/her job duties, the employee:

a. will not be permitted to drive Board vehicles;

b. will not be permitted to bump into another position but may bid into a vacant position for which they are qualified in his/her bargaining unit according to the provisions of this agreement;

c. may bid on another AFSCME bargaining unit position for which they are qualified in accordance with the provisions of this agreement.

d. If no position is available under these steps, the employee will be laid off. The layoff recall time limit under this agreement may be extended for one (1) additional year if it would allow the employee to meet the fleet insurance carrier's criteria within that time. Said employee must submit a driving record (BMV report) when requested to the Board and fleet carrier to determine if insurable.

3. In the event any employee is determined to be uninsurable the Board and the Union further agree to review the circumstances and the employee's job to determine if work is available within the employee's bargaining unit, or any other bargaining unit without violating any article of this Contract. This shall be done through the Labor Management Committee established for this purpose, consisting of the Ohio Council 8 Staff Representative, the Presidents (or their designees) of the five (5) Locals, the Board's Insurance Administrator, the Director of Labor Relations and the Business Manager or his/

her designee. However, the Board shall not be required to “make work” or add additional positions to accommodate any such employee. The employee will be paid at the hourly rate applicable to the position in which he is placed.

Commercial Driver’s License

1. Management will provide training to those employees whose current job requires them to hold a commercial driver’s license. If it is necessary for an employee to take time off from work for testing for the Commercial Driver’s License, or to obtain the Commercial Driver’s License, the time off will be without pay or through the use of personal leave or vacation. Use of Toledo Public School’s vehicles for the road test or practice will be made available upon request within a reasonable amount of time.

2. An employee who loses his/her CDL as a result of his/her driving record or failure to timely renew his/her license will be subject to the provisions of Article 23.03 2. A.

3. Employees who lose their commercial driver’s license or who are determined to be uninsurable as the result of on-the-job conduct remain subject to discipline under this agreement.

24.00 Maintenance of Standards

Management agrees that all conditions of employment relating to wages, hours, and general working conditions shall be maintained at not less than the highest minimum standard in effect at the time of the signing of this Contract and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Contract. It is further understood and agreed that any wages agreed to that are in excess of those established herein shall not be reduced during the life of this Contract. Provided that nothing herein shall be construed to abridge Management’s right to direct the work force, direct and control its operations, relieve employees for legitimate reasons, and eliminate operations.

Management agrees to negotiate with the Union the wages, hours and other conditions of employment of all non-teaching employees, including but not limited to substitutes, aides,

seasonal employees, and students. Management agrees that no substitute (except Local 2174 retirees), aide, student or seasonal employee will be paid a rate higher than a regular employee performing comparable duties. This article shall not be interpreted to include supervisory personnel.

25.00 Savings Clause

If any provision hereof is declared illegal or invalid or shall become so hereafter by any change in the statute laws, Federal or State, or the decision of the Supreme Court of the United States or of the State of Ohio, such provision shall not invalidate this Contract or any provision hereof but shall be considered as deleted and the remainder of the Contract shall subsist and continue with the same force and effect as if such provision had not been a part of this Contract in the first instance. In such event, however, the parties to this Contract will endeavor to negotiate substitute provisions without delay.

26.00 Subcontracting

Management may continue to subcontract work or services that are being presently subcontracted; however, work that is being performed by the employees shall continue to be performed by those employees, unless the Board is unable to perform the work because of lack of personnel, skill or equipment.

Union and Management will make every attempt to fill budgeted positions prior to subcontracting. No work shall be subcontracted to any outside contractor or group of persons or retirees that is performed by the AFSCME bargaining unit personnel unless otherwise provided herein. Work that has been generated through a work order system shall be first offered to employees covered by this collective bargaining agreement, except when funding prohibits internal labor costs.

All transportation requests must be approved by the Transportation Director, or his designee, prior to outsourcing.

The Union and Management will utilize their Labor-Management Committees to discuss all subcontracting issues.

Notwithstanding the foregoing, the parties recognize that students, parents, and other booster groups, other community organizations may be permitted to provide services or

accomplish work projects per-formed by bargaining unit employees, so long as:

1. No city, state, or federal inspection (i.e., code work) is required,
2. The work is approved in advance by the School District Department Head charged with supervision of such work,
3. The appropriate AFSCME Local President(s) is advised in advance of such work,
4. No AFSCME employee is laid off as a result of such work.
5. Such activity does not prohibit future growth of the bargaining unit.
6. Non-board persons will not be given keys to any open board buildings, except for special circumstances and with prior notice to the Union.
7. Employees who are not assigned to a permit shall not be held responsible for issues that result from the permit.
8. Board must consistently enforce the rules governing the use of school facilities.

Workfare

Workfare/Welfare program workers will not displace AFSCME Bargaining Unit personnel or be placed in Bargaining Unit vacancies over AFSCME Bargaining Unit personnel. In addition, they shall not prohibit future growth of the Bargaining Unit.

27.00 Successors and Assignees

If Management sells, leases or contracts any of their business and/or operation or portion thereof, Management shall inform the purchaser, lessee or contractor of the exact terms of this Union Contract and shall make the sale, lease or contract conditional on the purchaser, lessee or contractor to assume all the conditions and obligations of this Union Contract including but not limited to the retention of all employees of Management involved in the business or operation of Management which was sold, leased, or contracted.

Management further agrees that any sale, lease or contract it enters into shall include a provision requiring the purchaser, lessee or contractor to be bound by all the provisions of the Union Contract until its next expiration date at which time the purchaser, lessee or contractor will recognize and negotiate with this Union and no other employee organization.

28.00 Union Representatives and Stewards

Management agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether Local Union representatives, district council representatives, or International representatives shall have access to the premises of Management at any time during normal working hours upon presentation of proper credentials.

The accredited Union representatives shall report his/her presence to the appropriate official of Management when entering a school building or work area. The Union agrees to notify Management in writing as to the identity of these accredited representatives.

The Union shall be permitted a reasonable number of stewards or officers and will furnish their name and elected position to Management. The steward and officers will be permitted a reasonable amount of time to investigate and process grievances without loss of pay. However **officers and stewards must shall** be released by their supervisor/foreman who will notify the Director of Non-Teaching Personnel.

The Union agrees to provide Management with the names and offices of employees elected to Union positions.

All stewards and officers for the Union Locals are subject to all the rules and regulations regarding the conduct of employees on Management's premises, and it is understood and agreed that they are employed to perform work for Management except when performing those duties specified in this Contract. It is understood and agreed by the parties that each will cooperate with the other in reducing to a minimum the actual time spent by the stewards and officers in investigating, presenting and adjusting grievances or disputes and this activity shall not interfere with Management's operations.

APPENDIX B

TOLEDO PUBLIC SCHOOLS RETURN TO WORK/ TRANSITIONAL WORK PROGRAM

Statement of Policy

Toledo Public Schools has experienced ever increasing costs in the area of Workers' Compensation. It is the goal of both management and labor, through the TPS-AFSCME Workers' Compensation Committee, to implement a return to work/transitional work program that will assist in reducing these costs as well as benefiting the injured employee and Management. These benefits include, but are not limited to:

For Employee

- Increased morale
- Full wage vs. 72%, then 66-2/3% after 12 weeks of BWC compensation
- No interruption of benefits
- More "hands-on" claims management
- Ability to return to work as determined by physician

For Management

- Reduced workers' compensation costs
- Increased revenues in the General Fund
- Increased productivity
- Decreased absenteeism
- Increased employee relations
- More "hands-on" claims management
- Assistance with compliance to ADA and FMLA

This program shall emphasize that job accommodation, modified duty activity or transitional work will not aggravate the medical condition of injured employees. Every effort will be made to ensure that their safety and health will be protected while they are working within physical restrictions. Additionally, job accommodation, alternate duty assignments, and transitional work are meant to be temporary, not permanent work assignments.

Goals & Objectives

Managed return to work allows employees who are temporarily or partially disabled due to work-related injuries or illnesses to return to the workplace in a restricted or modified capacity and be productive before they are able to return to their normally assigned duties at full capacity. The goals and objectives for the Toledo Public Schools Return to Work/ Transitional Work program include, but are not limited to:

- Develop a plan to return injured employees to work safely and in a meaningful capacity, without risk of re-injury, aggravation of the injury, or risk to others.
- Ensure that managed return-to-work develops within the requirements of the Americans with Disabilities Act (ADA) and applicable state laws.
- Coordinate with Human Resources representatives.
- Create an effective process for monitoring injured employees from the date of injury or illness until the injury is resolved or the injured worker is maximum medically improved (MMI).
- Focus on what the employee can do, not on what he or she cannot do.
- Focus on the temporary nature of the modified work assignment or job accommodation.
- Enlist the support and commitment of management, labor, and co-workers.
- Perform detailed job assessment/analysis for each job classification identifying the physical demands and requirements of each job, especially for jobs or classifications that have a high accident rate, to include:
 - (a) the essential and nonessential tasks,
 - (b) the tools, machines, and equipment used,
 - (c) posture requirements,
 - (d) height and weight of object to be lifted and/or moved,
 - (e) endurance factors, such as degree of strength and physical demands required.
- Develop detailed job descriptions (including essential and nonessential functions and physical requirements) to help medical care providers and medical care reviewers understand the physical and mental demands of each job.

Return to Work Options

When an injury occurs, Management intent is to return the employees to work as quickly as circumstances permit as determined by the provider of record. Instead of waiting until an injured employee reaches maximum medical improvement (MMI), or 100 percent

recovery, to bring the employee back to work, the focus should be on what the employee can do during recovery to accommodate the injury or disability. (One hundred percent recovery means the employee has regained his or her pre-injury physical capacity. MMI means the employee has recovered as much as possible.)

Managed return to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary, supplemental positions and are not considered to be regular bid jobs or to become regular bid jobs. Such positions within the AFSCME bargaining units are intended for AFSCME employees and not employees of any other bargaining unit unless specifically agreed to by the TPS-AFSCME Workers' Compensation Committee.

Job accommodation. The first choice is to bring the employee back to his/her regular job through a process called job accommodation, which is intended to allow employees to return to their regular jobs while recovering from an injury. Accommodation may require some modification of the injured employee's regular assignment. For example, it may be possible for the employee to return to his/her regular job with instructions not to perform specific activities or to complete only a limited number of the tasks usually performed in a day's time. This type of job modification is often most desirable because it enables injured workers to perform familiar work. It also helps avoid injuries that could result from performing unfamiliar tasks.

Temporary alternate duty assignments. If job accommodations are not possible, another option is to place the disabled employee in temporary alternate duty assignments. In some cases, provisions shall be made to allow employees to *temporarily* perform work in a different job classification or even a different department. If a transitional work assignment results in a dispute regarding work assignment between bargaining units, the matter will be resolved through the TPS-AFSCME Workers' Compensation Committee. Alternate duty assignments shall be integrated into mainstream operations as much as possible. Jobs or tasks for alternate duty assignment shall be identified in advance and reviewed by both management and labor for approval. Each alternate duty job shall be assessed/analyzed and its physical requirements documented. Returning injured employees will be matched with suitable alternate work, given his/her medical restrictions. Alternate duty assignments shall keep pace with the injured workers improvement and shall not be considered either long-term or permanent.

Transitional work. An important part of both job accommodation and temporary duty assignments is a concept known as transitional work

(work hardening). With work hardening, injured employees may return to their regular job or an alternate job on a reduced schedule (in keeping with their medical restrictions), possibly working only a two- to three-hour work-day during early recovery. The number of hours gradually increases to keep pace with the employee's recovery and rehabilitation and is tailored to the employee's changing medical restrictions. Other work hardening activities could include exercise programs to rebuild strength, and these could be obtained off-site in a hospital or rehabilitation center setting.

Coordinating with Treating Physician

A Toledo Public Schools program physician(s) and medical facility(s) shall be selected from submitted proposals and approved by the TPS-AFSCME Workers' Compensation Committee.

Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will receive treatment by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to work, and under which option as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties; or, if restricted, returning to work under the options as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the pro-gram physician. The employee's personal physician will be the physician of record for Workers' Compensation purposes.

Upon the program physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by Management.

If the opinion of the employee's treating physician conflicts with that of the program physician and such opinion is presented to Management in three (3) work days of the program physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. A panel of occupational health specialists for third opinions shall be established by the TPS-AFSCME Workers' Compensation Committee. The third opinion shall be determinative of the employee's injury pay status under the Contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee enters and later drops out of the plan, then Management can recoup injury wage continuation pay from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, Management shall recoup the injury pay by reducing future sick leave earnings by one-half (1/2) until the injury pay is fully recouped.

Employees in an alternate work assignment shall be evaluated at least once a week and any appropriate modifications and upgrades shall be discussed with the program physician. A medical release from either the program or personal treating physician of an injured worker is required prior to returning an employee in an alternate work assignment to his/her original position.

Employees who sustain injury in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio who choose NOT to be evaluated by the program physician or who choose NOT to follow that physician's recommended program and go only to the physician of their choice are NOT entitled to any paid wage continuation benefits contained in this program.

Compensation

An employee working in the return to work/transitional work program will be compensated at their regular rate of pay. The employee will not be entitled to bid rights (except bus drivers and bus aides), overtime (unless the employee is performing within his/her bid position and overtime does not violate work restrictions), etc., since the employee is not fit to perform all of the duties of the classification. With regard to the rights of other employees, the employee in the return to work/ transitional work program will be deemed not to be working out of classification.

An employee shall be given up to two (2) hours release time, if needed, to attend workers' compensation hearings.

An injured employee will make every effort to schedule follow-up examinations and/or physical therapy during non-working hours. These appointments shall be coordinated with the Toledo Public Schools' Managed Care Organization. If scheduling during non-working hours is not possible, an employee shall be given up to two (2) hours release time, if needed, for follow-up appointments and/or physical therapy appointments.

Permanent Restrictions/Disability

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, or is applying for a disability retirement, and if the employee has followed the wage continuation program, Management will continue wage continuation for a period of forty-five (45) days in addition to the two (2) years of wage continuation for which the employee is eligible under Article 11.04 of the Collective Bargaining Agreement. Human Resources will continue to review the vacancy list every two (2) weeks for a position for which the employee would qualify. Where appropriate, if the employee qualifies for BWC rehabilitation, Management will cooperate with the BWC in allowing on-the-job training to help qualify the injured worker for a position.

FOR THE UNION

Cheryl Tyler-Folsom, Staff Representative
Eugene Vicroy, President, Local 272
Andrew Hurley, President, Local 349
Jean Ford, President, Local 840
Patricia Cook, President, Local 2174
Sara Soto, President, Local 2853

FOR THE BOARD

Eugene T.W. Sanders, Superintendent and CEO
James P. Fortlage, Business Manager
Carol A. Thomas, Director, Labor Relations
Daniel J. Burns, Assistant to the Business Manager
Richard Jackson, Executive Director

PART II

BUILDING AND RELATED SERVICES (LOCAL 272)

Miscellaneous Provisions

Bidding Procedure
Building Checks
Building Group Level Determination
Building Operator License
Building Operator Trainee Program
Building Permit Procedure
Commercial Driver's License
Employee Involvement - Subcontracting at the
Pearson Center
Grounds Personnel
Hand Tool Allowance
Hazard Pay
Hours of Work
License Pay
Maintenance Work in Building
Overtime Rates
Relief Assignment of Building Operators
and Overtime Rotation
Reporting Absence and Return to Work
Safety Committee
School Operator's Responsibilities
Second Shift
Security Monitor Technicians
Sub Pool
Utility Driver/Substitute Pool
Vacation for Operators and Heating Maintenance
Voluntary Demotion
Weather Delay Program
~~Appendix C – Electronic Work Order and Building Permit Systems~~
Appendix D – Shift Hours
Appendix E – Compensatory Time

29.00 Building and Related Services Miscellaneous Provisions

29.01 Bidding Procedure

For the purpose of promotional bidding, Operator's seniority shall be determined by the date on which the individual's license became effective. (Also see Building Operator Trainee, Article 13.17).

For lateral bids, overall seniority within the bargaining unit shall govern utilizing the following procedure:

(a) Lateral bids shall be accepted from all employees in the same classification (or in a higher classification in the promotional chain, i.e., Operator II, III, etc.) and shall be awarded to the employee with the longest seniority in the affected classification.

(b) In the event the position is not filled by the procedure outlined in (a) above, it shall be filled per the promotional bid procedure outlined in Article 15.02 of this Contract. Promotional positions will be filled by seniority, except as otherwise provided.

(c) All employees who choose to be a Heating Maintenance Technician shall forfeit their rights to bid or voluntarily demote (except by mutual agreement) for a period of two (2) years from the date they are placed in the position. After the two (2) year period has expired, the employee shall then be qualified to bid on an open Heating and Maintenance Repairperson position or shall have the right to demote to their highest previously held Group Operator position. All employees who choose to be a Heating Maintenance Repairperson shall forfeit his/her bid rights for a period of five (5) years from the date they are placed into the position.

(d) Heating maintenance personnel who desire to bid out of the Heating Maintenance Shop shall be allowed to bid as a Group II Operator, or their highest previously held Group Operator classification, whichever is greater, without re-entering the promotional chain.

(e) Management agrees to provide training to Heating Maintenance Technicians to qualify them to be Heating Maintenance Personnel.

Employees bidding an open, advertised position on a non-promotional bid shall have a trial period of twenty (20) work days during which the Employee or Management may request a transfer to the position previously held.

29.02 Building Checks

Building checks shall be performed by the Building Operator.

Personnel performing building checks shall be compensated

at time and one-half (1-1/2x) for two (2) hours for building check time except as otherwise provided.

All buildings shall be checked on Saturdays, Sundays and Holidays by the Operator.

Building checks shall be performed during the time period of October 15 through April 15. Both parties further agree to combine the building check into one (1) four (4) hour block, thus permitting more efficient maintenance during the first two (2) weekends in April and the last two (2) weekends in October. These four (4) hour blocks will occur on either Saturday or Sunday as directed by Management and will be based on weather conditions, permits, or construction activity. In the event the aforementioned are not factors, the employee will have the prerogative of determining if a Saturday or Sunday is utilized.

29.03 Building Group Level Determination

For the determination of building group levels the following shall be used:

Group II Buildings	1 - 70,000 sq. ft.
Group III Buildings	70,001 - 150,000 sq. ft.
Group IV Buildings	Over 150,000 sq. ft.

29.04 Building Operator License

A Building Operator in a building which has a boiler covered by state regulatory standards (i.e., heating surface more than 360 square feet) shall not be required to perform duties that will require the Operator to be away from the boiler for a length of time that exceeds the boiler's evaporation time.

The Building Operator in all buildings will, subject to supervisory direction, be expected to continue at all times to prioritize his/her duties in such a way as to accomplish necessary tasks safely and efficiently. The parties recognize good communications between the Building Operator, Building Principal and the Building Services Department as an important element in accomplishing these tasks.

Outside of those times when the boiler is being operated, the Building Operator is expected to perform all other duties for which he/she is responsible.

A Building Operator in a building which does not have a boiler covered by state regulatory standards (i.e., heating surface of less than 360 square feet), may reasonably be required to continue to perform other duties for which he/she is responsible as expected and directed.

A Building Operator in a building which has a boiler covered by state regulatory standards (i.e., heating surface of 360 square feet or more) may reasonably be required to continue to perform other duties in the building for which he/she is responsible as permitted given the evaporation time of the building's boiler. The performance of those other duties for which the Building Operator is responsible which cannot be performed within the evaporation time while the boiler is being operated will be identified. The Building Operator may continue to schedule snow and ice removal, or assistance with snow and ice removal as has been done in the past.

The Board will identify alternative means or staff other than the Building Operator to re-move lunch room trash. Clean ups in the building will be handled on a call-by-call basis. Should applicable regulations be changed, the parties agree to meet and cooperatively discuss the impact of such changes on the Building Operator's duties.

29.05 Building Operator Trainee Program

All Building Operator Trainees will be represented by Local 272.

License pay will be paid when the license is obtained; however, the rate of pay for trainees shall be their current rate, but not less than the second year Miscellaneous Laborer rate. When placed as a temporary Operator, out-of-classification will be paid.

29.06 Building Permit Procedure

Permits must be obtained for the use of school buildings and/or school property. Building and/or school property shall not be used without an approved permit.

All permits shall be forwarded to the Operator assigned to the building at least forty-eight (48) hours, whenever possible, prior to the activity.

Personnel who would have been scheduled to work a permit

shall be paid not less than two (2) hours pay at the appropriate rate if a permit cancellation is received by an Operator less than forty-eight (48) hours prior to the start of the permit activity.

It shall be the responsibility of the Building Operator, Working Facility Site Coordinator, and Custodial Crew Leader to assign the necessary personnel required by the permit. In the event there is disagreement as to the responsibilities, a foreman will be contacted. If heating or ventilation is required as designated on the permit by the permit office, the permit will be awarded to the Building Operator. If no heat or ventilation is required and the work has traditionally been done by the Building Operator (i.e., stadium set up), the permit time will be awarded to the Building Operator. If the work has traditionally been done by the custodial staff (i.e., clean up), the permit time will be awarded to the custodial staff.

Personnel required to work a permit shall start to work not less than three-quarters ($3/4$) hour prior to the start of all permits requiring or requesting heat or ventilation and shall work at least one-half ($1/2$) hour beyond the end of the permit.

Personnel required to work a permit not requiring or requesting heat or ventilation shall start to work not less than one-fourth ($1/4$) hour prior to the start of the permit and shall work at least one-fourth ($1/4$) hour beyond the end of the permit unless cleaning is required in which case the personnel shall work the necessary time to complete the cleaning.

It is further understood that if as the result of a permit, heating and/or ventilation and cleaning both are required, Operators and cleaning personnel shall work the time required as a result of the permit to complete the cleaning and properly secure the premises and boiler.

Permits shall designate the specific area and/or property to be used.

All groups using school property under a permit must have proper supervision and the supervision shall be indicated on the permit. Building Operator shall be notified as to who is the person responsible during the permit activity and may require this person to comply with the terms of the permit.

If building and/or other school property are used in violation of this procedure, the personnel who would have worked had these proper procedures been followed shall be paid as if they

had worked the permit. Principals and matrix personnel with official business relating to the building may be in building anytime for official school business provided they turn off lights, secure building and are responsible therefore. It shall be the principal's responsibility to notify the Operator.

A permit shall be issued so as to minimize the interference with the normal operations of the school system and an employee's scheduled time off from work.

29.07 Commercial Driver's License

All employees whose job requires a Commercial Driver's License will be paid an additional ten cents (10¢) per hour.

29.08 Employee Involvement - Subcontracting at the Pearson Center

The parties will establish an Employee Involvement Committee for the Pearson Center staff within sixty (60) days of the ratification of the collective bargaining agreement. This committee shall meet on a monthly basis for the first three (3) months and on a quarterly basis thereafter unless the parties mutually agree that they need to meet more frequently. The Employee Involvement Committee will be responsible for identifying those projects that have traditionally been subcontracted and prioritizing which jobs can be returned to the bargaining unit. This committee shall "bench-mark" companies that have brought more work in house. The committee is also empowered to develop an alternative work day (e.g. four (4) ten (10) hour days for the summer months). This alternative work schedule shall be a pilot project for the first year and either party may request to modify the project or discontinue the pilot program at any time after the first year.

In addition, the Employee Involvement Committee is empowered, subject to the approval of the affected employees, to mutually agree to set aside work rules or provisions of the Collective Bargaining Agreement in order to accomplish defined goals. Furthermore, the committee shall identify training needs for Operators and trades to improve efficiency in the maintenance operation.

The President of AFSCME Local 272, a member of the affected classifications, the Toledo Public Schools Business Manager or designee, Director of Maintenance and the appropriate foremen from the Pearson Center will meet on a

monthly basis to develop a planning process for projects that need to be completed.

29.09 Grounds Personnel

The grounds crew will consist of two classifications: Grounds Maintenance 1 and Grounds Maintenance 2. Vacancies in the grounds department may be advertised and filled at the Grounds Maintenance 1 level. Grounds Maintenance 1 employees will progress to the Grounds Maintenance 2 position after two (2) years with the following conditions:

1. When hired, employees will be given measurable goals and will be periodically evaluated throughout the two (2) year period.
2. All new employees, who have just entered the grounds department, shall be evaluated after
 - a. completing thirty (30) days.
3. After one (1) year and with a successful evaluation, individual employees will be eligible to receive an increase in pay equal to 50% of the base rate difference of a Grounds Maintenance 2 person.
4. The two (2) year (final) evaluation will determine if the employee may or may not progress to the higher classification.

The employer may extend the probationary period of a Grounds Maintenance 1 employee for up to sixty (60) days. The extension must be in writing and sent to the employee, the union, and the human resources department.

At present two (2) employees occupy the position of Grounds Maintenance 1. Both employees will be eligible, upon successful evaluation, to receive pay equal to 50% of the difference in pay at the base rate of the higher classification. After which, one (1) year from the first day of this contract both employees will be eligible, upon a successful final evaluation, to be promoted to the Grounds Maintenance 2 position.

29.10 Hand Tool Allowance

Employees working in the classifications listed below are expected to furnish their own hand tools or specialized clothing. An allowance shall be granted to cover replacement and upgrading of an employee's hand tools or specialized clothing. This allowance is to be for his/her personal use and in no way is it to be transferable. Tool and clothing allowance

is to begin after satisfactorily completing one (1) year in the classifications listed below:

~~A ninety-six dollars and fifty-three cents (\$96.53)~~ **one hundred dollar (\$100)** per fiscal year allowance shall be granted to the following classes of employees:

Assignment Operator, Assistant Hardware Repairperson, Audio Visual Equipment Repairperson, ~~Bricklayer~~, Carpenter, Electrician, Electronic Technician, Fireman, Food Service Repairperson, Glazier, Grounds Equipment Repairperson, Grounds Equipment Vehicle Mechanic assigned to Maintenance, **Digital Graphic Publishing Specialists**, Grounds Maintenance, Grounds Maintenance Technician, Hardware Repairperson, Heating Maintenance Repairperson, Heating Maintenance Technician, **Heating Ventilation Air Conditioning Repairperson**, Industrial Arts Equipment Repairperson, Low Voltage Electrician, Office Equipment Repairperson, ~~Office Equipment Repairperson Assistant~~, Operator, Painter, Plasterer, Plumber, Printer, ~~Steamfitter~~, Telecommunications Specialist and Welder.

A separate check for the tool allowance will be issued to those employees who have been in the eligible position for at least one (1) year preceding July 1, of each fiscal year. Employees having less than one (1) year as of July 1, will receive a pro-rated check for the full months worked.

Tools and specialized clothing purchased within the provisions of this article shall be used for Board of Education work directly related to the employee's current job classification.

Uniforms for Local 272 employees working in the Security Department will be furnished and replaced as needed.

29.11 Hazard Pay

Employees who are required to work in excavations that exceed six (6) feet in depth shall receive ~~thirty-nine (39¢)~~ **forty cents (40¢)** per hour additional pay for all work performed below the six (6) foot level for the period of time that work is performed in an excavation.

Employees required to work from swinging stages, portable platforms, ladders and scaffolding fifteen (15) feet or more in the air shall receive forty cents (40¢) per hour additional pay for all work performed above the fifteen (15) foot level for the period of time work is performed above that level.

Employees required to spray paint will be paid ~~thirty-nine (39¢)~~ **forty cents (40¢)** per hour additional pay for that period of time that such work is being performed.

Employees licensed to spray pesticides will be paid ~~thirty-nine (39¢)~~ **forty cents (40¢)** per hour additional pay for that period of time that such work is being performed.

Removal and replacement of glass blocks will be paid ~~thirty-nine (39¢)~~ **forty cents (40¢)** per hour additional pay for that period of time in which such work is being performed.

Whenever any unlisted hazardous condition exists as determined and agreed to by the Union and Management ~~thirty-nine (39¢)~~ **forty cents (40¢)** per hour additional pay for all such work shall be paid for that period of time in which such work is performed.

In no case will a double hazard premium be paid.

29.12 Hours of Work

It is agreed that Management shall have the right to fix the work day, the number of hours of work, the number of shifts, and the starting and ending time of each. However, any such changes shall be negotiated with the Union.

The hours of work for all personnel in the Building and Related Services bargaining unit shall be eight (8) consecutive hours per day. The work week shall be five (5) consecutive days, Monday through Friday except as otherwise provided.

The regular starting time shall be: (A) 7:30 a.m. for all staff designated by management as first shift; and (B) 3:00 p.m. for all staff designated by management as second shift.

This section shall adhere to the memorandum of understanding MOU#AFS-12-002 (Appendix D).

The hours of work for Operators assigned to the Administration Building shall be 5:00 a.m. to 1:00 p.m. for the first shift and 1:00 p.m. to 9:00 p.m. for the second shift.

The work week for Security Monitor Technician shall be Sunday through Saturday, five (5) consecutive days and eight (8) consecutive hours per day. The hours of work shall be Second shift, 3:30 p.m. through 11:30 p.m. and third shift,

11:30 p.m. through 7:30 a.m. for the non-heating season. For the heating season, the hours shall be: second shift, 5:00 p.m. through 1:00 a.m., third shift, 1:00 a.m. through 9:00 a.m.

For purposes of this article consecutive hours shall be interpreted to include lunch periods [thirty (30) minutes] and two (2) rest periods [fifteen (15) minutes each]. The Union and Management will cooperate to prevent abuse.

Summer hours - subject to negotiation between the Union (272) and Department Head.

This article shall not be construed as a guarantee of work.

29.13 License Pay

Licensed personnel responsible for operating refrigeration and air conditioning equipment will be paid forty-five dollars (\$45) each ~~September~~ **July**. Refrigeration and air conditioning equipment must be of a single unit type of at least fifty (50) ton capacity. A number of separate units with a combined capacity of fifty (50) tons will not meet the above requirements. This premium will be paid to the licensed person on duty.

Employees in Local 272 will be reimbursed annually for any license required for the performance of their job duties. Reimbursement will be made on a quarterly basis for those employees submitting a copy of their renewed license during the quarter for which payment is being made.

Employees in Local 272 who have successfully completed OPOTA (Ohio Police Officers Training Association) Training will receive an annual payment in ~~October~~ **July** of each school year. Employees who have one (1) OPOTA certificate will receive ~~ninety six dollars and fifty three cents (\$96.53)~~ **one hundred dollars (\$100)**; those possessing two (2) or more will receive ~~one hundred ninety three dollars and five cents (\$193.05)~~ **two hundred dollars (\$200)**.

29.14 Maintenance Work in Building

When a maintenance crew of three (3) or more men have work to perform requiring access to interior of building, the Operator or his/her building personnel designee may be present as long as such crews are working in the building. It shall be understood that if the work is being done on the heating plant, the Operator shall be present.

It shall be further understood that the Operator or his/her building designee shall be used for assistance in any work and clean up.

When there is maintenance work to be performed in a building that requires less than three (3) maintenance persons, the Building Operators will be provided advance notice whenever possible. Where such notice is not possible the maintenance crew in the building will be responsible for leaving information for the Building Operator identifying what maintenance work was performed in his/her building.

When cleaning is required as a result of the maintenance work performed in the building, the employees performing the maintenance work will continue to clean in accordance with past practice. Where additional cleaning is required, the Building Operator will have discretion on how to get the area cleaned.

If work requiring access to interior of building is being performed by an outside contractor the Operator or his/her building personnel designee shall be present, but shall not assist the contractor in the fulfillment of their contract.

The regular hours of work of assigned personnel shall not be altered or changed to accommodate a contractor. If a contractor works hours other than the regular hours of assigned personnel, the hours shall be considered overtime and paid the appropriate rate.

The Operator need not be present when an outside contractor is doing work in a building and the custodial people are in the building as part of his/her regular shift.

29.15 Overtime Rates

All work performed over eight (8) hours in any one day or forty (40) hours in any one week shall be considered as overtime and paid at the overtime rate of time and one-half (1-1/2) the regular hourly rate of pay or as otherwise provided.

All work performed before 4:00 p.m. on Saturday shall be paid at one and one-half (1-1/2x) the regular hourly rate.

All work performed after 4:00 p.m. Saturday and all day Sunday shall be paid at double (2x) the regular hourly rates, except building checks. All work performed as a result of a permit activity which occurs on Sunday which requires heat or

ventilation shall be paid at double (2x) the regular hourly rate except that building check time will not be paid.

All work performed on a holiday, as provided in this Contract, shall be paid at the rate of double (2x) the regular hourly rate for hours worked in addition to a regular day's pay.

All overtime shall be posted only upon the request of the majority of the employee's affected. All time and one-half (1-1/2x) and double time (2x) shall be posted separately for the classification affected. For the purpose of distribution of overtime, an employee who is requested to work overtime and refuses shall be credited with such overtime worked. All overtime shall be distributed as equally as possible among the employees in the classification necessary to perform the work.

An employee required to work on a day that other employees are not required to work, such as an Education Conference Day, shall be paid at the rate of one time (1x) the regular hourly rate of hours worked in addition to a regular day's pay.

All activities will be authorized by permit.

There shall be no duplicating or pyramiding of overtime pay. Overtime shall be approved in advance.

In the elementary buildings the first shift Operator shall make the building check. It is understood that only second and third shift Operators can be designated by the first shift Operator to make the building check except during the summer.

Calamity Days

Employees who report prior to his/her normal hours shall be paid at the appropriate rate of pay (1-1/2x).

Compensatory Time

An employee who has worked prior approved overtime shall be allowed to receive compensatory time off at the appropriate overtime rate, if they elect to do so, in lieu of pay. They shall receive this time off with pay in such a way as not to impair the operations of the work unit. In the absence of such election by the employee, he/she shall receive pay as provided herein. The employee must designate his/her intention of either compensatory time or overtime pay at the time that overtime is offered.

Time off must be scheduled and approved in advance. Every attempt shall be made to acquire a zero balance by August 31st of each year.

Compensatory time must be documented on the appropriate form with the immediate supervisor. Compensatory time will be tracked by the appropriate department supervisor.

This section of the contract shall adhere to MOU #AFS-12-003 (Appendix E).

No more than one hundred twenty (120) hours can be accrued within a one (1) year period from July 1st through June 30th each year. All other overtime beyond the one hundred twenty (120) must be paid at the appropriate rate of pay. If an employee has between eighty (80) and one hundred twenty (120) hours in their compensatory time bank, they can be forced to take only the hours over 80 based on operational needs. No more than one hundred twenty (120) hours of compensatory can be banked at any given time. The accrual shall be at the appropriate overtime rate as provided elsewhere in this Collective Bargaining Agreement. Compensatory time shall be considered overtime.

Payment to employees covered by this Collective Bargaining Agreement for accrued compensatory time upon termination of employment shall be calculated based on their hourly rate.

29.16 Relief Assignment of Building Operators and Overtime Rotation

Relief assignments will be assigned as follows:

- a. All Assignment Operators.
- b. All Unassigned Operators in Local 272.
- c. All Heating Maintenance Technicians.
- d. Number of Heating Maintenance personnel assigned down to four.
- e. All other licensed employees within Local 272.
- f. Remaining Heating Maintenance
- g. Licensed Personnel outside Local 272.

Overtime Rotation

- a. All Assignment Operators.
- b. All Heating Maintenance.
- c. All Heating Maintenance Technicians.

- d. All Other Licensed Employees within Local 272.
- e. Licensed Personnel outside Local 272.

For assignments other than the Assignment Operator's home school, Assignment Operators will be assigned by the ~~Building Services~~ **Maintenance and Operations** department using a rotation list based on license dates. Heating shop personnel will be assigned from a list established by the Mechanical Foreman using license dates.

A relief day shall be described as 12:01 A.M. to Midnight the same day.

An assignment will be considered a relief assignment regardless of the amount of time the assignment is for.

For the purpose of relief Sunday through Saturday will be considered a week. If a Relief Operator is on an assignment on Friday, the Saturday permits and/or building check will be considered part of the assignment. If a Relief Operator is assigned to a building on Monday, the Sunday building check will be considered part of the assignment. A Relief Operator shall not be assigned more than one relief assignment a day unless all relief personnel are either assigned or not available.

Relief Operators will not be assigned to any building for more than a two (2) week period at any one time except for Assignment Operators who may be assigned to their home school for as long as necessary in the absence of the home school Operator.

A relief assignment shall not be completed until the Operator returns. In the event an Operator waives his/her building checks for Saturday and Sunday the assignment shall be given to one (1) person for both days.

Building Operators shall not arrange for their own relief. When a Building Operator intends to be absent they must notify the ~~Building Services~~ **Maintenance and Operations** during normal working hours, otherwise they must contact Security. All relief will be assigned through the ~~Building Services~~ **Maintenance and Operations**. Assignment Operators will have preference for building checks and permits at their home schools, subject to the limitation that Relief Operator may have only one (1) assignment per day.

Assignment Operators shall be returned to their home building if the Operator in charge is off more than one (1) day.

The parties agree that the rotation plan will be evaluated in May. If there is a discrepancy (10%) in the distribution of overtime, an overtime board for the Assignment Operators will be established.

29.17 Reporting Absence and Return to Work

All Maintenance Center employees shall report their intended absences to their assigned Foreman by his/her regular starting times on the first day of absence or earlier. Employees assigned to the Maintenance Center shall report their intention to return to work by 3:00 p.m. on the preceding day of return. Second shift Maintenance Center employees will report their intention to return to work by 10:00 a.m. of the day they are returning.

A Storekeeper in the Purchasing Department shall report his/her intended absence to the Foreman of Warehousing by his/her regular starting time on the first day of absence or earlier. Truck Drivers and Laborers assigned to the Purchasing Department shall report their intended absence to the Foreman of Warehousing one-half (1/2) hour prior to starting time or earlier. Purchasing Department employees shall report their intention to return to work by 3:00 p.m. of the preceding day to the Foreman of Warehousing.

Employees assigned to the duplicating and mailroom shall report their intended absences on the first day to the Foreman of Duplicating Services one-half (1/2) hour prior to starting time, or earlier. Mail Service Clerks shall report their intention to return to work no later than 3:00 p.m. of the preceding day of return.

All Operators scheduled to work first shift in a school building shall report their intended absence to the Foreman of ~~Building Services~~ **Maintenance and Operations** Department before 5:00 a.m. All Operators scheduled to work second and third shift in a school building shall report their intended absence to the Foreman of ~~Building Services~~ **Maintenance and Operations** Department before 6:30 a.m. Operators and Assignment Operators shall report their intention to return to work by 2:00 p.m. on the preceding day of return.

Employees shall not be permitted to return to work unless he/she has notified his/her department head in compliance with this procedure and if the work has been assigned to other employees.

29.18 Safety Committee

Management will budget Two Thousand (\$2,000) Dollars per school year to provide the Local 272 Labor-Management Safety Committee with resources to continue its program of accident prevention and observance of safety and health rules and regulations as outlined in Article 13.29.

29.19 School Operator's Responsibilities

In the interest of work efficiency and proper communication, the Operator with the highest classification, or in the case of two (2) Operators with the same classification, the day Operator shall execute policy and relay information from the Foreman of the ~~Building Services~~ **Maintenance and Operations** Department to all custodial personnel and shall execute policy and relay information from the Foreman of ~~Building Services~~ **Maintenance and Operations** to all operators.

The day Operator in each building is responsible for the physical operation of the school plant to which he is assigned and the safe and efficient operation of the heating plants. The day Operators are directly responsible to the Foreman of ~~Building Services~~ **Maintenance and Operations**. The site, building and grounds care and upkeep are the responsibility of the day Operator.

Policies and directives shall be relayed to Operator in written form where appropriate.

This article shall not change the duties or the responsibilities of any other Operator.

This article shall not usurp or emasculate the authority of supervisory personnel to direct the work force.

Although Operators are part of the Department of ~~Building Services~~ **Maintenance and Operations** and under its administrative responsibility, Operators shall continue to report to the Heating Foreman at Pearson Center for matters such as obtaining technical assistance for boilers and mechanical repairs, etc. according to past practice.

Operators will continue to cooperate with all Foreman involved in directing the operation, cleaning and maintenance of buildings.

Operators will cooperate with the Principal.

29.20 Second Shift

Four (4) Ten-Hour (10-Hour) Days

A shift and hourly schedule will be established by July 1 of each year to define the hours and shifts to be worked by the second shift. The schedule will be created by a committee consisting of the Director of the Pearson Center or his/her designee and the President of Local 272 or his/her designee.

All second shift employees shall work four (4) ten-hour (10-hour) shifts per week. The hours will be 1:00 p.m. to 11:00 p.m., Monday through Thursday. Overtime shall be paid for hours worked over and above the employee's regularly scheduled shift.

An employee on his/her final year before retirement shall be allowed to work, on a one-time basis, the one hundred twenty (120) days that is required to make a year, as per SERS, at a five (5) day a week at eight (8) hours per day on the day shift.

All second shift employees will work as first shift employees during spring, summer and winter breaks as per the schedule. Second shift employees may take a rest period of not more than fifteen (15) minutes for each half shift worked. All second shift employees shall be given a lunch break at not more than thirty (30) minutes.

If a calamity day occurs on a scheduled day off, no pay will be granted for that day. If a second shift employee has jury duty on a scheduled day off no pay will be granted for that day.

Sick days for second shift employees will be charged at one (1) day when the employee is scheduled to work an eight-hour (8-hour) shift and one and a quarter (1.25) days when the employee is scheduled to work a ten-hour (10-hour) shift. A half-day sick leave will be charged at .50 of a day when the employee is scheduled to work an eight-hour (8-hour) shift and .63 of a day when the employee is scheduled to work a ten-hour (10-hour) shift as per the established work schedule.

Vacation days for second shift employees will be charged as one (1) day when the employee is scheduled for an eight-hour (8-hour) shift and one and a quarter (1.25) days when the employee is scheduled to work a ten-hour (10-hour) shift as per the established work schedule.

Personal Leave days for second shift employees shall be charged in the same manner as sick leaves for second shift employees. Funeral leave for second shift employees will be charged as per the contract. Critical illness and family leave for second shift employees will be charged in the same manner as sick leave for second shift employees.

Prior to the end of the fiscal year if an employee has a balance of less than a day of vacation or personal leave. The employee shall be allowed to use the percentage of the leave left.

On weeks where there is a paid holiday day off the shift to be worked will be as per the schedule.

On Union meeting day, second shift employees will work beginning at 7:30 a.m., either eight (8) hours or ten (10) hours, as scheduled.

When scheduled overtime is available second shift employees may schedule work for Friday on afternoons or Saturday on days, but not both.

Flex Time

Second shift employees will be allowed to flex on to the day shift up to six (6) times per year. A flex day will be charged as a full day as per the work schedule (8 hours or 10 hours), beginning at 7:30 a.m. and ending at 3:30 p.m. or 5:30 p.m. as appropriate. Reasons for requesting temporary shift change will be for family related matters such as to attend a sports function, a sport or academic banquet, etc.

Spring break, winter break, summer break or any other time that the second shift works days is excluded.

Employees will give the foreman two (2) working days notice of their intention to shift hours. In the event more than one (1) employee in any one (1) classification requests temporary shift change for any particular day, seniority shall prevail and only one (1) person, per classification, will be allowed temporary shift change on that day.

Employees will use or lose the day (not cumulative).

If management requests a temporary shift of nights to days, these days will not be counted against the six (6) days.

All other leaves are to be used in the proper manner.

29.21 Sub Pool

- There is an occasional need for trained, extra help at the warehouse, computer services, mail room, Pearson Center, etc. to perform various bargaining unit functions.
- A sub pool will be created by advertising to members of Local 272 through their newsletter or by letter to the members. The qualifications required will be listed in the notice. Those employees signing up for the pool must successfully complete a short warehouse training program.
- A sub pool list will be created from those Local 272 employees who sign up for the pool. These employees will be called in rotation, when needed, starting with the most senior of the Local 272 employees. Employees from other locals may be called only if there are no Local 272 employees or not enough Local 272 employees to fill the need.
- An employee may refuse three (3) times before being removed from the sub pool list. However, if overtime is required in the employee's own classification, the employee must work the overtime in his own classification. This will not be counted as a refusal. Employees scheduled for vacation or absent due to personal illness will not be counted as a refusal.
- Response time to the request to work overtime will be at the Director's discretion, but in no case will be less than fifteen (15) minutes.
- Advertising for employees for the sub pool will be done on an annual basis.
- A separate sub pool will be established for driving functions. Local 272 employees, if qualified, may sign up for both sub pools.

It is further understood by all parties that the sub pool(s) will not be used in lieu of a full-time position(s).

29.22 Utility Driver/Substitute Pool

The Utility Driver will be responsible for relief driving for the Mailroom, Purchasing Department, and Food Services Department.

The Utility Driver will receive out-of-classification pay when appropriate. When not working out of classification the Utility Driver will be paid at the Truck Driver's rate.

If the Utility Driver is not working as a substitute driver, he/she may be assigned to work in the warehouse as a Storekeeper/Property Control person at the appropriate rate of pay.

Truck Driver relief will be assigned in the following order:

1. Utility Driver
2. Warehouse down to three (3) drivers
3. Second and third shift employee pool
4. Grounds Crew down to four (4) employees
5. Other Qualified Locals

A pool of second and third shift employees will be established for the purpose of substitute driving. All second and third shift employees interested in working as a substitute driver shall submit their name to the Business Manager's Office. Names will be taken from the list using a rotation starting with the most senior employee. An assignment will be considered a relief driving assignment regardless of the number of days assigned. In no event will a relief driving assignment exceed five (5) consecutive days. After five (5) days, the next person in rotation will be given the option to work. All substitute pool relief driving will be done as overtime with the employee being responsible to report for his/her regular shift. If an employee on the list is asked to report and does not take the assignment he/she will be moved to the bottom of the rotation. Three (3) refusals will be cause to remove the employee's name from the list.

The Utility Driver and the substitute pool shall not be utilized in a manner that would prevent a vacancy from being filled or result in the loss of overtime to the employees of the affected classifications.

29.23 Vacation - Operators and Heating Maintenance

No more than a total combination of five (5) Assignment Operators and Operators will be granted vacation at the same time during the heating season. If a large number of unassigned licensed employees are available, more than five (5) employees may be granted vacation by mutual agreement. These vacations are limited to two (2) weeks, except by mutual agreement. This article shall not cause or create overtime.

29.24 Voluntary Demotion

As a result of Layoff or Voluntary Demotion, an employee holding an Operator's license who voluntarily demotes to an Operator's position will be placed no higher than the highest licensed position previously held. If he/she has not held a previous licensed position as an Operator, he/she must bid into the lowest position.

Heating Maintenance Technician - See Article 29.01 (c)

If an employee in this bargaining unit takes a voluntary demotion, he/she will lose the right to return to his/her former classification after a period of one (1) year except through the bid procedure.

29.25 Weather Delay Program

All weather delays are for two (2) hours and when a weather delay is implemented:

1. All Local 272 employees will start two (2) hours later than their normal starting time.
2. Second and Third shift personnel's starting time will not be affected by the weather delay.
3. If the employee on the day shift is already at work when the weather delay occurs, he/she will work their normal shift and receive additional pay for two (2) hours at straight time as outlined in Article 13.04 of the negotiated Agreement.
4. Any employee who has a scheduled day off (e.g. vacation day, personal leave day, funeral leave, etc.) will be charged for a whole day.
5. If an employee calls in sick on a weather delay day, they will be charged for a whole day.
6. All other conditions are covered under Article 13.04 Calamity Days of the negotiated Agreement.

29.26 Security Monitor Technicians

The full time Security Monitor Technicians are to be used to cover each other's scheduled Vacation and Personal

Leave Days. These days are to be scheduled in advance to avoid conflicts and the possibility of someone working 24 hours in one day. They shall also cover any other absences. The combined shift cannot exceed 16 hours for the day. This 16 hour limit includes any and all overtime worked in other departments as well as in security.

~~APPENDIX G
TOLEDO BOARD OF EDUCATION ("BOARD") AND
AFSCME OHIO COUNCIL 8 AND
LOCAL 272 ("UNION")~~

~~During collective bargaining for a successor labor agreement in May, 2001, the Board and the Union addressed multiple issues involving customer service, accountability, productivity and quality.~~

~~To address these issues all parties mutually agree to a collaborative effort as follows:-~~

~~The Board and the Union are committed to the development and implementation of, including but not limited to, a district-wide electronic work order system and a district-wide electronic building permit system.~~

~~The parties agree this memorandum will be considered part of the parties' collective bargaining agreement and will continue in effect for the term of that agreement unless mutually modified by the parties.~~

APPENDIX C
MEMORANDUM OF UNDERSTANDING
between
TOLEDO BOARD OF EDUCATION (BOARD)
and
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 272

RE: Article 29.12, Shift Hours (MOU #AFS-12-002 – Board Approved 3/27/2012)

The following is agreed to by and between the undersigned for Local 272:

1. All Local 272 employees currently working first shift will have an opportunity to bid on second shift positions.
2. Depending on the number of current first shift workers who chose to assume second shift positions, all current and future

vacancy may be filled by Management for second shift. That could be up to eight (8) positions.

3. Should any shortfall regarding second shift positions remain after the above action is taken, it will be addressed by changing the hours of first shift positions to second shift hours as those first shift positions become vacant.

4. Except for the provisions contained in number five (5) below, no current employee of Local 272 will be forced to work second shift hours.

5. Management reserves the right, on an annual basis, to review the current shifts of Carpenters, Heating Maintenance personnel, and Heating and Maintenance Technicians, and make adjustments to the number of employees working first and second shifts.

6. If, following the annual review, management determines any Carpenters and Heating and Maintenance personnel first shift employee must move to a second shift position, the parties will meet to discuss changing the work hours of the affected employees from an 8 hour, 5 days per week schedule to a 10 hour, 4 days per week schedule.

7. During summer, spring and Christmas break, all second shift employees will move to first shift hours.

This Memorandum of Understanding is subject to the ratification of the Board of Education.

FOR THE UNION

Dave Blyth, Staff Representative
Connie Wooden, President, Local 272

FOR THE BOARD

Jerome Pecko, Ed.D., Superintendent and CEO
Matthew Cleland, Treasurer
Cheryl L. Spieldenner, Chief Human Resource Officer

APPENDIX D

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TOLEDO BOARD OF EDUCATION (“BOARD”)
AND
AFSCME OHIO COUNCIL 8 AND LOCAL 272 (“UNION”)**

RE: Article 2915, Compensatory Time (MOU #AFS-12-003 – Board Approved 3/27/2012)

During bargaining over the 2011-2013 Collective Bargaining Agreement, the union proposed striking the following sentence from section 29.15: “The Director shall have the total authority as to whether compensatory time is available.” The intent behind the Union proposal was the elimination of a perception that compensatory time was arbitrarily denied without regard to operational needs.

The Union explained that removing the sentence above would not in any way change or restrict the district’s right to determine whether overtime hours are compensated by either overtime pay or compensatory time. In particular, you expressly acknowledged and agreed that after removing the sentence above, the District would retain the absolute right to determine whether overtime hours are compensated by overtime pay or compensatory time.

Based upon the Union’s representations described herein, the district agreed to strike the sentence above from section 29.15.

FOR THE UNION

Dave Blyth, Staff Representative
Connie Wooden, President, Local 272

FOR THE BOARD

Jerome Pecko, Ed.D., Superintendent and CEO
Matthew Cleland, Treasurer
Cheryl L. Spieldenner, Chief Human Resource Officer

PART III

CUSTODIAL SERVICES AND CAMPUS PROTECTION OFFICERS (LOCAL 349)

Miscellaneous Provisions

~~Apprenticeship Program~~ **Training Committee Program**

Bidding Procedure

Building Checks

Building Permit Procedure

Clothing Allowance

Custodial Crew Leader Responsibility

Hours of Work

License Pay

Management Rights

Open Area Overtime

Overtime Rates

Reporting Absence and Return to Work

Responsibility of Lead Custodian

Vacations

Voluntary Demotion

Weather Delay Program

Appendix F – Building Level Meetings

30.00 Custodial Services and Campus Protection Officers

30.01 ~~Apprenticeship Program~~ Training Committee Program

A committee will be established consisting of representatives from Management and Locals ~~272 and~~ 349 to discuss the implementation of a ~~Apprenticeship Program~~ **Training Committee Program**. If agreement is reached during the term of the AFSCME Contract, it will be added as an addendum at that time. **Training will be provided to members of Local 349 preferably during spring break and winter break.**

30.02 Bidding Procedure

Prior to advertising a vacancy, work assignments may be rescheduled within a given building on the basis of building seniority providing the reassignment is made within the same job class on the same shift.

After all building reassignments are made, if it is to be filled the open position shall be advertised and awarded as follows:

(a) Lateral bids shall be accepted from all employees in the same classification, by classification seniority, or in a higher classification in the promotional chain, in the following order: Miscellaneous Laborer, Custodians I, II, III and IV, Lead Custodian, Campus Protection Officer and Security Response Technicians, and the position shall be awarded to the employee with the longest seniority in the custodial bargaining unit. (Crew Leaders refers to custodial employee in charge of custodial crew.)

(b) In the event the position is not filled by the procedure outlined in (a), it shall be filled per the promotional bid procedure outlined in Article 15.02.

Classifications which were appointed but were accepted into the bargaining unit on May 2, 1978, i.e., Campus Protection Officers who were Hall Monitors with a bid seniority date of May 2, 1978 shall maintain that bid date. All others shall maintain their bargaining unit bid date. Classifications which were appointed but were accepted into the bargaining unit on February 1, 1985, i.e., Security Response Technicians, shall have a bidding seniority date of February 1, 1985. In the event two (2) or more of these employees would bid in the same job, breaking ties will be by original classification seniority date and then by lot.

A committee consisting of two (2) representatives from Management and two (2) representatives from the Local, one of who must be a Campus Protection Officer, will meet before the start of each school year to discuss matters pertinent to campus security. The committee may meet thereafter, if necessary.

Miscellaneous Laborers whose seniority date does not afford them a permanent position will be called roving Miscellaneous Laborers and will be assigned an eight (8) hour shift on a daily basis, forty (40) hours per week.

A person outside of the Miscellaneous Laborer classification may only bid into the classification by bidding a roving Miscellaneous Laborer position.

In accordance with section 30.02 of the Collective Bargaining Agreement "Bidding Procedure", all Miscellaneous Laborer job positions to be bid, will be bid until January 15 of the school year per contract. At said time any remaining Miscellaneous Laborer job positions to be bid will be placed on hold. If

any persons from AFSCME Local 349 are on Lay-Off, these positions will be offered to that Laid off AFSCME Local 349 person in accordance with section 19.02 "Recall Procedure".

This agreement is valid only when members of AFSCME Local 349 are on Lay-Off.

Summer Work - Campus Protection Officers

Summer school positions shall be put up for bid and the positions will be awarded first to the Campus Protection Officers by bid seniority, then to the most senior qualified employee.

In an emergency, assignment(s) can be made on a daily basis but must be discussed with the Union, and seniority followed as soon as possible.

Campus Protection Officers will work as summer substitutes for Miscellaneous Laborers, at the Miscellaneous Laborer hourly rate, with eight (8) hours per day, forty (40) hours per week. Campus Protection Officers will be used for summer miscellaneous laborer work first before other eligible AFSCME employees. Campus Protection Officers will be required to submit their interest in working as a summer miscellaneous laborers to the Non-Teaching Personnel Department by April 30th each year. Non-Teaching Personnel will send Campus Protection Officers a notice and sign up form no later than two weeks prior to the April 30th deadline. Campus Protection Officers must submit their intent to work during the summer in these positions in order to be considered. Within the first two weeks of May, summer miscellaneous laborer jobs will be posted for all other AFSCME locals. All interested AFSCME employees must submit their interest in working as a summer miscellaneous laborer as outlined above or bid the position when posted by the appropriate deadline to be considered for this summer work. These positions will be filled in accordance with the seniority provisions of this agreement. They will be paid only for days worked. Leaves of any type will not be approved during this time. Campus Protection Officers will receive the highest miscellaneous laborer rate of pay when working summer work. All other AFSCME employees working summer miscellaneous laborer positions will be paid at the lowest rate of pay on the salary schedule for miscellaneous laborers.

Campus Protection Officers can only work one summer assignment during the summer months. They must select to work as a summer CPO or as a summer miscellaneous

laborer. Other AFSCME members can only select one summer assignment.

Working Facility Site Coordinators

Positions for Working Facility Site Coordinators will be bid individually by building. The bidding procedure outlined for Local 349 will be followed. Qualified candidates will be ranked based on bidding seniority. The top five (5) senior candidates who meet the qualifications and pass the appropriate testing will be interviewed for the vacancy. If for any reason a candidate does not choose to be one of the top five (5) candidates, the employer will go to the next individual on the list. The employer can select one of these top five (5) candidates for the position after the interview. The selected employee will serve a ninety (90) work day probationary period. Should the candidate not successfully pass the probationary period, they will return to their former position. In this case, management will go back to the original list and select the next five (5) candidates to test and interview. The position will be rebid only when the list is exhausted.

30.03 Building Checks

Building checks shall be performed by Working Facility Site Coordinator/Custodial Personnel.

Personnel performing building checks shall be compensated at time and one-half (1-1/2x) for two (2) hours for building check time except as otherwise provided.

As determined by management buildings may be checked on Saturdays, Sundays and Holidays by the **Working Facilities Site Coordinator/Custodian Personnel** based on weather conditions, permits or construction activity.

Building checks shall be performed during the time period of October 15 through April 15. Both parties further agree to combine the building check into one (1) four (4) hour block, thus permitting more efficient maintenance during the first two (2) weekends in April and the last two (2) weekends in October. These four (4) hour blocks will occur on either Saturday or Sunday as directed by Management and will be based on weather conditions, permits, or construction activity. In the event the aforementioned are not factors, the employee will have the prerogative of determining if a Saturday or Sunday is utilized.

30.04 Building Permit Procedure

Permits must be obtained for the use of school buildings and/or school property. Buildings and/or school property shall not be used without an approved permit.

All permits shall be forwarded to the Operator, Working Facility Site Coordinator and/or Custodial Crew Leader assigned to the building at least forty-eight (48) hours prior to the activity, where appropriate.

Personnel who would have been scheduled to work a permit shall be paid not less than two (2) hours pay at the appropriate rate if a permit cancellation is received by an Operator/Working Facility Site Coordinator less than forty-eight (48) hours prior to the start of the permit activity.

It shall be the responsibility of the Building Operator, Working Facility Site Coordinator, and Custodial Crew Leader to assign the necessary personnel required by the permit. In the event there is disagreement as to the responsibilities, a foreman will be contacted. If heating or ventilation is required as designated on the permit by the permit office, the permit will be awarded to the Building Operator, Working Facility Site Coordinator or appropriate custodian staff. If no heat or ventilation is required and the work has traditionally been done by the Building Operator or Working Facility Site Coordinator (i.e., stadium set up), the permit time will be awarded to the Building Operator or Working Facility Site Coordinator. If the work has traditionally been done by the custodian staff (i.e., clean up), the permit time will be awarded to the custodial staff.

All permits shall be posted in the building for which the permit is granted. This posting shall be accessible to all employees.

Personnel required to work a permit shall start to work not less than three-quarters (3/4) hour prior to the start of all permits requiring or requesting heat or ventilation and shall work at least one-half (1/2) hour beyond the end of the permit.

Personnel required to work a permit not requiring or requesting heat or ventilation shall start to work not less than one-quarter (1/4) hour prior to the start of the permit and shall work at least one-quarter (1/4) hour beyond the end of the permit unless cleaning is required in which case the personnel shall work the necessary time to complete the cleaning.

It is further understood that if as the result of a permit, heating and/or ventilating and cleaning both are required, Operators and cleaning personnel shall work the time required as a result of the permit to complete the cleaning and properly secure the premises and boiler.

Permits shall designate the specific area and/or property to be used. All groups using school property under a permit must have proper supervision and the supervision shall be indicated on the permit. Building personnel shall be notified as to who is the person responsible during the permit activity and may require this person to comply with the terms of the permit.

If the building and/or other school property are used in violation of this procedure, the personnel who would have worked had these proper procedures been followed shall be paid as if they had worked the permit. Principals and matrix personnel with official business relating to the building may be in building anytime for official school business provided they turn off lights, secure building and are responsible. It, therefore, shall be the principal's responsibility to notify the Operator/Working Facility Site Coordinator.

A permit shall be issued so as to minimize the interference with the normal operations of the school system and an employee's scheduled time off from work.

30.05 Clothing Allowance

Management will provide Miscellaneous Laborers and Custodians with a ~~ninety six dollars and fifty three cents (\$96.53)~~ **one hundred dollar (\$100)** per year clothing allowance, payable by October 15 of each year.

30.06 Custodial Crew Leaders Responsibility

A. Responsible for relaying orders and proper accomplishments of all directives from the Working Facility Site Coordinator/Operator or Management.

B. Responsible for reporting any work related problems to the foreman.

C. Custodian crew leader directs the crew in addition to his/her regular duties.

D. Responsible for providing information to the foreman for purposes of evaluation of employees **performed by the foreman.**

E. Custodial crew leader assigns individual custodial employees to perform specific tasks

F. Responsible for maintaining the overtime board.

G. Responsible for the proper cleaning of the building.

H. In the event there is a disagreement as to responsibility, the Custodial Crew Leader or Building Operator/Working Facility Site Coordinator will contact a Foreman from ~~Building Services~~ **Maintenance and Operations.**

30.07 Hours of Work

It is agreed that Management shall have the right to fix the work day, the number of hours of work, the number of shifts, and the starting and ending time of each. However, any such changes shall be negotiated with the Union.

THE HOURS OF WORK FOR ALL CUSTODIAL SERVICES bargaining unit employees shall be eight (8) consecutive hours per day. The work week shall be five (5) consecutive days, Monday through Friday, except as otherwise provided.

Certain custodial personnel presently scheduled other than Monday through Friday shall maintain their present schedules.

The regular starting time shall be 7:30 a.m. for all Lead Custodians and Working Facility Site Coordinators.

THE HOURS OF WORK FOR CUSTODIANS AND MISCELLANEOUS LABORERS assigned to school buildings shall be as presently scheduled. The first shift shall not start before 6:00 a.m. and the second shift shall not start later than 4:00 p.m. The third shift shall not start later than 11:00 p.m. This provision shall apply to summer school.

Any future building permits which allow the use of the building when there is no school in session which would require personnel to change their starting time to other than 7:30 a.m. would not be issued. If such a building permit was issued, overtime would be paid to cover the event.

THE HOURS OF WORK FOR ALL CAMPUS PROTECTION OFFICERS shall be eight (8) consecutive hours per day Monday through Friday, except as otherwise provided (Summer School, or Night School.) This includes one-half (1/2) hour paid lunch.

The starting time may vary from building to building, but the hours of work for a particular building will be posted with the job vacancy and will not change unless negotiated with the Union.

For the purpose of this article, consecutive hours shall be interpreted to include lunch periods and rest periods.

This article shall not be construed as a guarantee of work.

30.08 License Pay

Employees working in the Security Department in Local 349 who have successfully completed OPOTA (Ohio Police Officers Training Association) Training will receive an annual payment in ~~October~~ **July** of each school year. These employees who have one (1) OPOTA certificate will receive ~~ninety six dollars and fifty three cents (\$96.53)~~ **one hundred dollars (\$100)**; those possessing two (2) or more will receive ~~one hundred and ninety three dollars and fifty three cents~~ **two hundred dollars (\$200)**.

30.09 Management Rights

It is recognized that Management has ultimate responsibility for assigning jobs and staffing but will discuss and seek the advice of the Union as changes are made.

30.10 Overtime Rates

All work performed over eight (8) hours in any one day or forty (40) hours in any one week shall be considered as overtime and paid at the overtime rate of time and one-half (1-1/2x) the regular hourly rate of pay or as otherwise provided.

All work performed before 4:00 p.m. on Saturday shall be paid at one and one-half (1-1/2x) the regular hourly rate.

All work performed after 4:00 p.m. on Saturday and all work performed on Sunday shall be paid at double (2x) the regular hourly rate except that building check time not requiring

a permit on Saturday or Sunday during extreme weather conditions shall be paid at one and one-half (1-1/2x) the regular hourly rate.

All work performed on a holiday, as provided in this Contract, shall be paid at the rate of double (2x) the regular hourly rate for hours worked in addition to a regular day's pay.

All overtime shall be distributed as equally as possible among the employees in the classification necessary to perform the work.

CPO's requested to work overtime during the school year in a custodial or miscellaneous laborer position beyond their normal work day, are to be paid at the higher rate of pay (either their current hourly rate or that of the position they are working overtime) at the appropriate overtime calculation above.

Overtime Board - Custodial

All overtime worked shall be reflected on the overtime board. The overtime board shall be maintained at a place accessible to all employees. The overtime board shall be reset to zero on the first day of every school year as determined by the school calendar. Overtime shall be distributed as equally as possible based upon the following:

1. Persons with the lowest number of overtime hours accumulated on the day overtime is offered shall be called first.
2. Actual hours paid shall be used for recording.
3. All overtime hours shall be recorded.
4. Overtime sheet shall be updated and posted as worked.
5. For the purpose of distribution of overtime, an employee who is requested to work overtime and refuses shall be credited with such overtime worked.
6. Miscellaneous Laborers (Rovers) on a long term assignment replacing a custodial employee shall be eligible for overtime on the long term assignment after working thirty (30) consecutive calendar days in the assignment.
7. When an employee is on sick leave, injury leave, transitional

work (as in Appendix B, Compensation) or leave of absence in excess of thirty (30) consecutive calendar days the employee shall be charged for overtime.

An employee required to work on a day that other employees are not required to work, such as an Educational Conference Day, shall be paid at the rate of one time (1x) their regular hourly rate of hours worked in addition to a regular day's pay.

In Group II buildings, custodial employees will get overtime the first night if they are short of help. On the evening preceding a holiday or winter, spring or summer break, overtime provision may be waived.

In Group III and IV buildings, the first night someone is absent the cleaning schedule will be picked up by the existing staff. The second night if there is still vacancy (same or different employee) overtime will be paid or the job will be filled. In an effort to maintain cleanliness in the buildings, the foreman will determine how many overtime hours will be necessary to complete the job. If two (2) persons are out the first night there will be overtime for both positions or both will be filled. On the evening preceding a holiday or winter, spring or summer break, overtime provision may be waived.

All activities will be authorized by permit.

For overtime in buildings other than one's own, a sign-up list will be established in the ~~Building Services~~ **Maintenance and Operations** office in August of each school year. This list will consist of all Local 349 employees with Miscellaneous Laborers and Custodians having first priority, in accordance with seniority, over Campus Protection Officers. Campus Protection Officers will not be used unless all Miscellaneous Laborers and Custodians have been utilized. Assignment by the Building Services office will follow this order:

1. Working Facility Site Coordinator, Miscellaneous Laborer or Custodian in feeder pattern in accordance with seniority.
2. Adjacent feeder pattern Working Facility Site Coordinator, Miscellaneous Laborers or Custodians in accordance with seniority.
3. Working Facility Site Coordinator, Miscellaneous Laborers or Custodians in any area in accordance with seniority.
4. Campus Protection Officers in feeder pattern in accordance with seniority.
5. Campus Protection Officers in adjacent feeder pattern in accordance with seniority.

6. Campus Protection Officers in any area in accordance with seniority.

An employee may remove his/her name from the list by submitting written notification to the ~~Building Services~~ **Maintenance and Operations** office; however, this does not remove that employee from eligibility for overtime in their own school. Refusal without cause to accept overtime on three (3) successive occasions will remove that employee from the list for the remainder of the school year. First priority overtime for Working Facility Site Coordinator, Miscellaneous Laborers and Custodians is in that employee's own school or work location and will not be considered a refusal. If an employee accepts an assignment, they may not later refuse to work the assignment. If an employee is missed by the ~~Building Services~~ **Maintenance and Operations** office for an overtime assignment, that employee will be entitled to the next available time in their feeder pattern.

The ~~Building Services~~ **Maintenance and Operations** office will furnish a copy of the list to Local 349 in August and the officers may update the list as the year progresses.

Notification of the need for custodial assistance in a building for employees outside that building will be made to the Building Services Maintenance and Operations office by the Working Facility Site Coordinator/Operator. In his absence, that notification will be made by the Operator, Lead Custodian, or Custodian Crew Leader and a time will be established for assignment of the outside personnel.

An employee shall not be eligible for overtime outside his/her building if there is a permit activity in their assigned area of their home building. An employee shall not be charged with a refusal under these conditions.

There shall be no duplicating or pyramiding of overtime pay. Overtime shall be approved in advance. (See Article 30.04.)

Calamity Days

Employees who report prior to his/her normal hours shall be paid at the appropriate rate of pay (1-1/2x).

30.11 Reporting Absence and Return to Work

Failure to report absences from work or return to work in compliance with the proper procedure may warrant disciplinary action.

An employee who is late due to extreme weather conditions shall be considered as being on the job even though the employee may arrive for work after the prescribed starting time. An employee who does not report for work shall be considered as absent, except as otherwise provided in this Contract.

An employee shall maintain his/her current address and telephone number on file with the proper department.

Custodial Services

All Custodians, Miscellaneous Laborers, etc., assigned to school buildings scheduled to report for duty before 12:00 noon who are absent on sick leave or other approved absence shall report to the Building Service Department either the day before prior to 4:30 p.m. or between 6:30 a.m. and 7:00 a.m. on the first day of absence. Building Services Department may not be able to provide a replacement if the call is received after 7:00 a.m. All Custodians in a building shall report their intended absence to Building Services.

Employees whose regular work assignments start after 12:00 noon shall report their intended absence, sick leave or other approved absence to the Building Services Department before 10:00 a.m. on the first day of absence. The Building Services Department may not be able to provide a replacement if the call is received after 10:00 a.m.

Employees who work the second or third shift shall report their intention to return to work no later than 10:00 a.m. on the day of return. Employees who work any shift starting prior to 12:00 noon shall report their intention to return to work no later than 2:00 p.m. of the day preceding return.

Refer to MOU-A

The parties agree to the following temporary modifications to Article 30.11 for a three month trial basis commencing on September

1, 2011: "Employees who work any shift starting prior to 12:00 noon shall report their intention to return to work no later than 9:00 pm of the day preceding return. At the end of the three month trial period the parties will meet and confer over continuing the modification on return to work referred to above or returning to current contract language."

Campus Protection Officers

Campus Protection Officers shall report their intended absence to the principal or his/her designee no later than one-half (1/2) hour before their starting time on the first day of absence. Campus Protection Officers shall report their intention to return to work no later than 3:00 p.m. on the day preceding return.

Employees shall not be permitted to return to work unless he/she has notified his/her department head in compliance with this procedure and if the work has been assigned to other employees.

30.12 Responsibility of Lead Custodian

The Lead Custodian is the day Custodian in a building without boilers that does not have an Operator assigned to the building.

In the interest of work efficiency and proper communications, the Lead Custodian in electric buildings shall execute policy and relay information from the Foreman of the Building Services Department to all custodial personnel.

The Lead Custodian is responsible to the Foreman of Building Services for the physical operation of the school plant to which he is assigned and the safe efficient operation of the heating plant. The Lead Custodian is responsible to the Foreman of Building Services for the site, building and grounds care and upkeep.

Lead Custodians will be supplied a tool kit for their building. Tools that are stocked in the warehouse may be requisitioned. The Labor-Management Committee will determine if any non-stock items are necessary and the Purchasing Department will order those items from an outside vendor.

Policy and directives shall be relayed to the Lead Custodian in written form when appropriate.

This article shall not usurp or emasculate the authority of supervisory personnel to direct the work force.

Lead Custodians will cooperate with the Principal.

30.13 Vacations

Up to one-half (1/2) of the custodial staff assigned to a school building may be on vacation during Christmas and Spring down time.

This time must be approved in advance. Original request will be granted on overall seniority. Requests after that will be granted on a first come basis.

30.14 Voluntary Demotion

If an employee in the custodial bargaining unit takes a voluntary demotion he/she will lose the right to return to his/her former classification after a period of one (1) year except through the bid procedure.

30.15 Weather Delay Program

All weather delays are for two (2) hours and when a weather delay is implemented:

1. All Campus Protection Officers will start two (2) hours later than their normal starting time.
2. Any employee whose normal start time is beyond the delayed start time will work their regular hours (e.g. a miscellaneous laborer whose normal work hours are 11:00 a.m. to 7:00 p.m. or 3:00 p.m. to 11:00 p.m. will not have a delayed start time.)
3. If the employee on the day shift is already at work when the weather delay occurs, he/she will work their normal shift and will receive additional pay for two (2) hours at straight time as outlined in Article 13.04 of the negotiated Agreement.
4. Any employee who has a scheduled day off (e.g. vacation day, personal leave day, funeral leave, etc.) will be charged for a whole day.
5. If an employee calls in sick on a weather delay day, they will be charged for a whole day.
6. All other conditions are covered under Article 13.04 Calamity Days of the negotiated Agreement.

30.16 Open Area Overtime

The Board and the Union agree to allow the Maintenance and Operations Department to offer the Building Operator open area overtime in the building he/she is assigned to before using the procedure described in Section 30.10 of the Collective Bargaining Agreement. An open area is

defined as a shift that is vacant due to employee absence. It is also agreed that if there is a need for extra help with lawn mowing normally done by the Grounds Department, Local 349 employees may be used after the Local 272 overtime list has been exhausted.

**APPENDIX E
MEMORANDUM OF UNDERSTANDING BETWEEN
TOLEDO BOARD OF EDUCATION (“BOARD”)
AND AFSCME OHIO COUNCIL 8 AND LOCAL 349 (“UNION”)**

During collective bargaining for a successor labor agreement in May, 2001, the Board and the Union addressed multiple issues involving customer service, accountability, productivity and quality.

To address these issues all parties mutually agree to a collaborative effort as follows:

The Board and the Union are committed to, including but not limited to, regular meetings at the building level to discuss and resolve building issues.

The parties agree this memorandum will be considered part of the parties' collective bargaining agreement and will continue in effect for the term of that agreement unless mutually modified by the parties.

FOR THE UNION

Cheryl Tyler-Folsom, Staff Representative
Andrew Hurley, President, Local 349
Richard Lewis, Vice President, Local 349
Esther Patton, Secretary, Local 349
Gwendolyn Jones, Treasurer, Local 349

FOR THE BOARD

Eugene T.W. Sanders, Superintendent and CEO
James P. Fortlage, Business Manager
Carol A. Thomas, Director, Labor Relations
Daniel J. Burns, Assistant to the Business Manager
Richard Jackson, Executive Director

PART IV

FOOD SERVICES - (LOCAL 840)

Miscellaneous Provisions

Authority in Cafeteria
Bidding Procedure
Clean Up Days
Clothing Allowance
Food Service Training Program
Food Service Worker Reassignment
Hours of Work
Lunch Periods
Non-Employee Personnel
Overtime Rates
Physicals
Reporting Absence and Return To Work
Rest Periods
Scheduled School Closing
Special Summer Program
Staff Development Program Staffing
Testing
Unscheduled Work Day
Working in Higher Classification
Letter of Agreement

31.00 Food Services - Miscellaneous Provisions

31.01 Authority in Cafeteria

A Food Service Worker II shall be designated as the Supervisor over all Food Service Workers in a cafeteria. The various Food Service Workers in the cafeteria shall be responsible only to the designated person in charge. The Food Service Worker II shall report to the Area Manager or Coordinator and there shall be mutual cooperation between the Food Service Department and the Principal in carrying out the Board policy.

31.02 Bidding Procedure

In addition to Toledo Public Schools System-wide seniority, Food Service Workers shall accumulate building seniority. Building seniority shall be based upon total continuous work as a permanent employee in a food service location in one (1) particular building.

When a job vacancy in the same classification is to be filled at a food service location in a particular building, bids shall be accepted from employees at that food service location in that particular building first. Those bids shall be granted on building seniority. The ultimate vacancy shall then be filled according to (a) and (b) below:

(a) Lateral bids shall be accepted from employees in the same classification (or in a higher classification) in the same promotional chain, (i.e., Food Service Worker I, II) and the position shall be awarded to the qualified employee with the longest seniority in the Food Service Bargaining Unit. All lateral bids have a twenty (20) work day trial period during which time Management or the Employee may request to return to previous position held.

(b) In the event the position is not filled by the procedures outlined in (a) it shall be filled per the promotional bid procedure outlined in Article 15.02.

(c) Employees bidding an open position on a non-promotional bid shall have a trial period of twenty (20) work days during which time the Employee or Management may request a transfer to the position previously held.

Voluntary Demotion

If an employee in the Food Service Bargaining Unit makes a voluntary demotion he/she must use the Bidding Procedure to return to his/her former classification.

Demotion as a Result of Disciplinary Action

If a Food Service worker 2 is demoted to a Food Service Worker I as a result of disciplinary action, he/she will not be allowed to take future Food Service Worker II tests for a period of 3 years.

31.03 Clean Up Days

Food Service employees are not permitted to take off work on any of the following days: opening clean up day, the first day of school, the last day of school, or the closing clean up day. This includes vacation, personal leave, or dock day. Documentation from either a physician, funeral director or court will be required for any employee taking off any of these days for personal illness, family illness, funeral leave, court appearance or jury duty.

31.04 Clothing Allowance

Management will provide bargaining unit employees with a ~~one hundred, ninety-three dollars and five cents (\$193.05)~~ **two hundred dollar (\$200)** per year clothing allowance, payable by ~~October 15~~ **July of each year.**

31.05 Food Service Training Program

All employees of the Toledo Public Schools Food Service Department shall be provided training on an annual basis. The training shall be provided by vendors, outside trainers and employees of the district. In addition to the training program, the Board shall provide movies, posters and training manuals to employees of the Food Service Department as well as provide cross training opportunities to employees of the department.

The Director of Food Service or designee will provide training.

The Food Service Worker 2 assigned to each building location will be responsible for training all Food Service staff assigned to their building on all processes concerning the Food Service operation.

In addition, a Labor/Management committee shall be established to function as an equipment evaluation team with the mission of evaluating food service equipment for the purpose of replacement.

For those classifications in the commissary, job duties will be clearly identified and non-commissary Food Service Workers will be provided training for the positions in the Commissary.

31.06 Food Service Worker Reassignment

When there is low demand for commissary production or a critical shortage of workers in the buildings, Food Service workers will be reassigned to another location.

Food Service Workers who are assigned to a school in which no food service lunches are provided due to a field trip or year-end picnic, will also be reassigned to work in another location performing food service work.

31.07 Hours of Work

It is agreed that Management shall have the right to fix the work week, the work day, the number of hours of work, the number of shifts and the starting and ending time of each. However, any such changes shall be negotiated with the Union.

This article shall not be construed as a guarantee of work.

Yearly Terms: School feeding operations will normally be open each day that school is in session and food service employees shall be required to be on duty whenever schools are in session. However, because of academic and social activities there may be times when the students are not in attendance and food services will not be required.

During cleaning assignments, employees shall begin work at the starting time scheduled by the Food Service Worker II. This schedule, or any revisions, will be submitted to the Director of Food Services for approval five (5) days in advance. The scheduled hours shall not exceed an employees normal assigned hours.

Days Per Week: Five (5) consecutive days per week or less as determined by the school calendar.

Daily Hours: 6:00 a.m. through 3:00 p.m., as scheduled.

Hours Per Day: Two (2), three (3), four (4), five (5), six (6) or seven (7) hours per day.

Hours Per Week: The work week shall vary from ten (10) to thirty-five (35) hours.

Food Service Workers will be permitted to increase daily work time up to thirty (30) minutes per day in order to dispose of lunchroom trash. One (1) or two (2) worker(s) per school will be assigned the extra time by seniority.

31.08 Lunch Periods

Employees who work at least five (5) continuous hours per day shall have a lunch period which shall not exceed one-half (1/2) hour. The lunch period shall not be included as part of the work day.

31.09 Non-Employee Personnel

Non-employees (P.T.A., Mothers Club, etc.) shall not be permitted to prepare or serve food during the regular school day while regular classes are in session. Food Service Workers shall not lose a day's pay due to an outside organization distributing food to a student body or a portion of a student body in any given building. This section shall not preclude the sale of food by vocational food service operations or student organizations. These programs shall conform with Board policy.

It is not the intention of this section to deny community organizations such as Cub Scouts, Brownies, etc., the use of the cafeteria area, sinks, tables, etc., provided they clean up afterwards. However, they are not to use food preparation equipment such as ovens, freezers, steam tables, etc. without having a food service employee(s) present.

Failure of the organizations to properly clean the cafeteria after using it shall be reported immediately to the school Principal and the Director of Food Service who shall then take appropriate action.

31.10 Overtime Rates

All work performed over seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week shall be considered as overtime and paid at the overtime rate of time and one-half (1-1/2x) the regular hourly rate. All hours over normal hours but less than seven (7) hours will be extra time and paid at straight time.

An employee who works less than seven (7) hours per day will be paid the regular hourly rate for hours worked through seven (7) hours of work. The overtime rate of time and one-half (1-1/2x) will be paid for hours worked that continue beyond the normal work day of seven (7) hours.

All work performed on a Saturday shall be considered as overtime and paid at time and one-half (1-1/2x) the regular hourly rate.

All work performed on a Sunday shall be considered as overtime and paid at double time (2x) the regular hourly rate.

All work performed on a holiday as provided in this Contract

shall be paid at the rate of double (2x) the regular hourly rate for hours worked in addition to a regular day's pay.

Overtime and extra regular time shall be approved in advance by the director of Food Services or Supervisor of Food Service.

Overtime shall be rotated among all employees within each food service operation. Building seniority determines rotation cycle.

Extra Regular Time. If an employee is absent in any building and no substitute is available, to get the work done, extra regular time may be awarded. When awarded it shall go to the person with the most building seniority and on down the line until the job is filled.

Food Service Worker's II shall post and keep an up-to-date record of overtime assignments which shall indicate the amount of overtime worked by each employee.

There shall be no duplicating or pyramiding of overtime pay.

31.11 Physicals

If the Director of Food Service has reason to think a food handler has a respiratory infection or other ailments which may contaminate the food or be communicated to another food handler or endanger another employee, he/she may require the Employee to have a medical examination at no cost to the Employee. If the medical examination so indicates, the Employee shall be placed on sick leave until a medical release is obtained. If the Employee disagrees with the findings of the medical examination provided by Management, the Employee may provide other medical evidence at the Employee's own expense.

31.12 Reporting Absence and Return to Work

Failure to report absences from work or return to work in compliance with the proper procedure may warrant disciplinary action.

An employee who is late due to extreme weather conditions shall be considered as being on the job even though the employee may arrive for work after the prescribed starting time. An employee who does not report for work shall be considered as absent, except as otherwise provided in this Contract.

An employee shall maintain his/her current address and telephone number on file with the proper department and Non-Teaching Personnel.

A Food Service Worker absent on sick leave or other approved leave shall report to the Food Service Worker II in charge of the school operation to which he/she is assigned by 7:00 a.m., or sooner if possible, on the first day of absence.

The Food Service Worker shall report his/her intention to return to work to the Food Service Worker II by 1:30 p.m. of the day preceding his/her return to work. A Food Service Worker will not be permitted to return to work unless he/she has notified the Food Service Worker II in compliance with this procedure and if a substitute worker has been assigned to fill the vacancy. If a substitute worker has not been assigned to fill the vacancy the employee shall be allowed to work.

Whenever a Food Service Worker is absent because of illness or for personal reasons, every effort is to be made to provide a substitute. In such cases, it is the responsibility of the Food Service Worker II to make whatever work reassignments are necessary to get the job done.

In the event it is necessary for a Food Service Worker II to be absent, he/she is to call his/her immediate Supervisor by 7:00 a.m. or sooner. If the immediate Supervisor cannot be reached he/she is to call the Food Service Department before 7:00 a.m.

31.13 Rest Periods

Employees who work a continuous four (4) hour work schedule may take a rest period of not more than fifteen (15) minutes. Rest periods shall be taken at a time and in a manner so as to minimize interference with the productivity of the employee of his/her work unit.

31.14 Scheduled School Closings

When some schools are closed (except for calamity) and others are not, it shall be the responsibility of the Food Service Workers in those schools that are closed, to call the Food Service Department, to indicate availability to work, two (2) days in advance of the closing, to work in those schools that are open. **Food Service Workers that do not work shall use personal days, dock days, or vacation days.**

These persons shall be assigned in place of daily substitutes on an opening available basis. Daily subs are defined as those covering an opening that first occurs the day of the closing.

Staffing in schools affected by exam week and OGT testing

A. Work shall be provided to Food Service Workers with the highest building seniority or may rotate staff by seniority if agreed to by the workers. If an employee agrees to work and calls off, he/she will be not be paid. During that time, the Food Service Worker with the next highest building seniority, or agreed upon rotation, will be called into work. Food Service Workers that do not work shall use personal days, dock days, or vacation days.

B. In the event that it is determined that commissary operations need additional workers, all Food Service Workers shall be called, on a rotating seniority basis, to work in the commissary.

31.15 Special Summer Program

In the event there is summer work involving food service employees the opportunity to work shall be offered to all food service employees. Bids will be solicited from Food Service Workers system-wide. Bids may be submitted after the positions, duties and conditions of the same are advertised and they shall be submitted to the Office of Personnel and shall be awarded on the basis of seniority. In this instance, persons holding a higher classification than the open position may bid down and be paid the lower rate of pay.

If the sandwich wrapping machine is to be used in the Summer Feeding Program, a commissary worker experienced with the operation of the machine will be awarded the bid based on his/her seniority, qualifications and experience as determined by the Director of Food Service.

31.16 Staff Development Program

The Union and Management will mutual develop a training program for all Local 840 Bargaining Unit members.

A minimum of three (3) days of training will be scheduled per school year. Payment will be made at the employees' hourly rate times four (4) hours for each training session.

31.17 Staffing

If it becomes necessary to change the staffing in a building, Management and the Union will meet to discuss the changes.

31.18 Testing

Management and the Union shall establish and implement promotional exams for Food Service Workers. This test will be given annually but if the employee receives a passing grade, that grade will carry for two (2) years.

31.19 Unscheduled Work Day

Employees may be allowed to use a personal leave day on an unscheduled work day, e.g. teacher work day. These days must be requested in advance and must follow the guidelines for personal leave.

All Food Service Workers will be allowed to carry over any personal leave from one school year into the next school year. They will then be allowed to use carried over personal leave during unscheduled work days or holiday periods instead of using vacation days. Unused vacation days will be paid by a separate check in July.

31.20 Working in Higher Classification

Employees authorized to work above his/her classification by a supervisor, foreman or other appropriate official of Management shall be compensated using the following guideline:

Employee will be compensated for any extra hours worked in the higher classification at employees own rate of pay. Additionally, the employee will receive out of class pay for one hour at the rate of time and one (1 ½) at the high rate of pay.

In the event that there is more than one (1) person in the lower classification, the person with the most building seniority shall fill the higher position. In the event this person declines the position, it will be filled using the building seniority list. If all employees turn down the higher classification, Management shall choose employees to fill in on a rotational building seniority basis (first occasion least senior employee; second occasion second least senior employee, etc.) On all occasions the employee must be qualified to do the work.

Upgrade should be the first full day of absence.

See Article 10.00, Section 9.

31.21 Letter of Agreement

The Union recognizes the right of Management to determine the maximum number of hours and staff necessary to effectively provide an acceptable level of service. Final decision shall be made by the Board as to appropriate staffing levels.

PART V

CLERICAL AND TECHNICAL SERVICES (LOCAL 2174)

Miscellaneous Provisions

Additional Compensation For Work In Higher Classification

Adult Education and Summer School Clerical Positions

Bidding Procedure

Career Advancement Opportunities

College Degree Payment

Clerical Equipment and Supplies Committee

Clerical Handbook

Clothing Allowance

Compensatory Time

Flex Time

Hours of Work

Job Audit

Limited Rights Clerical Employees

Overtime Rates

Peer Support Program

Professional Leaves

Reporting Absence and Return to Work

School Responsibilities

Special Projects

Staffing - Elementary Office

Staffing - Junior High Office

Staffing - High School Office

Staffing - Substitutes

Technical Layoff Procedure

32.00 Clerical and Technical - Miscellaneous Provisions

32.01 Additional Compensation For Work In Higher Classification

Whenever an employee is absent for a half day or more from any office, school or work location which has more than one (1) clerical employee, that office, school or work location may temporarily fill the position of the employee who is absent based upon the following:

SCHOOL BUILDINGS

Single Office in a School

The most senior employee in the next lower classification will be offered the opportunity to fill and perform the duties of the position. After this process is complete any remaining vacancy may be filled with a substitute.

Multiple Offices in a School

The most senior employee in the next lower classification who has reached his/her original probation within the office in which the vacancy occurred will be offered the first opportunity to fill and perform the duties of the position. After this process is complete the most senior employee in the next lower classification (including the secretary in the library) who has reached his/her original probation may be offered the opportunity to fill and perform the duties in any remaining vacancy in that office(s) in the school. After this process is complete any remaining vacancy may be filled with a substitute.

ADMINISTRATION BUILDING

Limited Rights Position

The Board may place any employee in the vacancy to fill and perform the duties of the limited rights position. Selection will be from employees in the next two (2) lower pay groups who have at least two (2) years of clerical service with Toledo Public Schools.

Non-Limited Rights Position

The most senior employee in the next lower classification within the department where the vacancy has occurred will be offered the opportunity to fill and perform the duties of the position. After this process is complete any remaining vacancy may be filled with a substitute.

SCHOOL ASSISTANCE OFFICE

The most senior employee in the next lower classification in the School Assistance office(s) where the vacancy has occurred will be offered the opportunity to fill and perform the duties of the position. After this process is complete any remaining vacancy may be filled with a substitute.

The employee filling the absentee's position for a half day or more shall be paid the rate of the higher position at the current increment step of employee filling the position.

Such temporary assignment to a higher class of positions to qualify for the higher rate of pay shall be regular and continuous in character for at least one half (1/2) a day. (No substitute will be provided for absence of less than one (1) whole day.)

The position of the employee temporarily working in the higher classification may like-wise be filled using the same criteria specified above and that employee shall be compensated as stated above.

32.02 Adult Education and Summer School Clerical Positions

Permanent bargaining unit clerical employees will have the opportunity to bid on vacant clerical positions in Adult Education evening classes and summer school providing the work schedule does not conflict with their regularly scheduled hours or days.

Vacancies will be filled by the most senior qualified applicant bidding on the position. The posting for such vacancies shall include that the successful bidder(s) will be paid at their current rate of pay.

Regularly scheduled clerical employees assigned to Adult Education evening classes or summer school shall be paid time and one-half (1-1/2x) their regular hourly rate for all combined hours (regular work hours and adult education or summer school hours) worked in excess of thirty-seven and a half (37-1/2) hours in the work week.

32.03 Bidding Procedure

1. All new jobs shall be posted and bid per the regular bidding procedure, and if the new job reverts to the previous classification, job description, duties, wages, number of

months, days or hours worked, it shall be considered a new job and shall be subject to the procedure as outlined in Article 32.24.

2. An employee in the clerical service who makes a transfer pursuant to the lateral bid procedure shall serve a probationary period of twenty (20) working days during which either the employee or Management may request a return to the position previously held. A written evaluation shall be given to the employee at least every ten (10) working days during the probationary period.

If an employee is found to be having difficulties in his/her new position, the twenty (20) working day probationary period may be extended an additional ten (10) working days in an effort to afford the employee additional time to be successful. A third evaluation will be required if this trial period is extended. This action will only be considered if agreed to by the supervisor, Director of Non-Teaching & Paraprofessional Personnel, union president (or his/her designee), and the employee. The supervisor may request a return to the position previously held if this action proves unsuccessful by the end of this additional ten (10) working day period. The third evaluation will be required prior to the employee returning to his/her previous position.

An employee in the clerical service who is promoted pursuant to the promotional bid procedure shall serve a probationary period of thirty (30) working days during which either the employee or management may request a return to the position previously held. A written evaluation shall be given to the employee at least every ten (10) working days during the probationary period.

If an employee is found to be having difficulties in his/her new position, the thirty (30) working day probationary period may be extended an additional ten (10) working days in an effort to afford the employee additional time to be successful. A third evaluation will be required if this trial period is extended. This action will only be considered if agreed to by the supervisor, Director of Non-Teaching & Paraprofessional Personnel, union president (or his/her designee), and the employee. The supervisor may request a return to the position previously held if this action proves unsuccessful by the end of this additional ten (10) working day period. The third evaluation will be required prior to the employee returning to his/her previous position.

3. The successful bidder on a vacant position shall be determined in the following order:

(a) the most senior qualified person seeking to laterally transfer or voluntarily demote at the time of the bid. The vacant position will be awarded to the person in the bid group having the highest seniority in the Clerical Technical Bargaining Unit with no preference being given to a voluntary demotion.

(b) Management will offer the position to the most senior qualified person who is on the involuntary demotion list. Employees who have been involuntarily demoted and who refuse their first opportunity to accept a position in their prior classification with the same annual hours, will thereafter be considered to have been voluntarily demoted as defined below. It is understood that the one year limitation begins once the employee is voluntarily demoted (see Paragraph C, below.)

An involuntary demotion shall be defined as the involuntary move of an employee to a position which carries a lower hourly rate or lower annual hours.

(c) The most senior qualified person who bid who is on the voluntary demotion list. A voluntary demotion shall be defined as the voluntary move of an employee to a position which carries a lower hourly rate.

If an employee in the clerical bargaining unit takes a voluntary demotion he/she will lose the right to his/her former classification after a period of one (1) year except through the bid procedure.

(d) the most senior qualified person who bid who is on promotional probation if the bid results in an increase in hours or pay.

(e) the most senior qualified person who bid who is in the next lower pay group (promotion).

Then:

Recall

(f) Employees on layoff shall have the right to be recalled to vacancies by Management within his/her bargaining

unit by seniority if qualified, AFTER all bidding within that bargaining unit has been completed. Employees shall be recalled according to their seniority with the most senior employee having been laid off being recalled first within his/her bargaining unit.

Then:

Inter-Unit Bidding

(g) If there are no qualified bids submitted by employees within a bargaining unit, an employee, outside the bargaining unit, who is qualified, may make an inter-unit bid.

4. Assignment to new position will occur as follows after criteria in 3. above has been met:

(a) The successful bidder will be given the opportunity to visit the vacant position in order to make a decision regarding the impending job change.

(b) After the employee makes the visit or opts not to visit, he/she will be given until the close of the following work day to notify the Human Resources office of their decision. Human Resources will immediately notify the union of this appointment.

(c) Human Resources will immediately assign a substitute secretary, to work the remainder of that week and one (1) full week with the incumbent. Human Resources will immediately notify the union of this assignment.

(d) At the close of the first full week, the successful bidder will be moved one-half (1/2) time for one (1) week to the new position and will be assigned to the new job and paid at the salary rate for that job.

(e) The successful bidder will then work at least one (1) week full-time with the previous holder of the position. This may require returning that person to their previous job from their new position.

5. An employee serving his/her original probationary period shall not be eligible to bid unless such transfer results in more hours or pay. For all purposes other than lateral, the employee will begin a new probationary period. If the employee is serving their original probationary period, the

promotional probationary period will be served concurrently with the original probationary period with credit being given for the time served under the original probationary period.

NEW TECHNOLOGY

Any time a job is changed as a result of a change in technology or methods of operation, the present employee(s) in that position shall be provided a reasonable amount of in-service training so as to continue to qualify and perform the work. Any training opportunities will be discussed at Labor Management.

32.04 Career Advancement Opportunities

Local 2174 may offer to teach each year professional growth courses, open to its members, to provide basic information regarding job duties and functions of specialized bargaining unit positions.

Bargaining unit members who meet the qualifications for employment in other Toledo Public Schools bargaining units will be given equal consideration for vacancies with new applicants.

32.05 College Degree Payment

For the duration

Members of Local 2174 who have completed their original probationary period by November 30th possessing a college degree will receive additional compensation by December 15 each year.

It is the responsibility of the employee to provide the certificate or diploma to the Office of Human Resources, and a copy will be made and to be placed in their personnel file. For all degrees on file by November 30, the following schedule will become effective. There will be no retroactivity.

Associate	\$ 506.76	<u>\$525</u>
Bachelor	\$ 723.94	<u>\$750</u>
Masters	\$ 965.25	<u>\$1,000</u>

32.06 Clerical Equipment and Supplies Committee

Management and the Union agree that there will be a

committee established at once to evaluate equipment, supplies, procedures and forms used by clerical personnel in the performance of their duties. This committee shall be composed of no more than five (5) members appointed by the Union and no more than five (5) members appointed by Management.

This committee shall meet regularly and shall make recommendations to the proper authorities to expedite the operation and improve the efficiency of the systems. The meeting schedules, agenda and procedures shall be established by this committee. All clerical equipment, forms, procedures, and supplies shall be processed and approved through the Clerical and Technical Committee before implementation when practical. The committee shall give consideration to standardization of equipment in its discussions. The administration shall retain final veto power relating to clerical equipment, forms, procedures, and supplies. In the event that the decision is made counter to the recommendation of the committee, that decision shall be supplied to the committee.

32.07 Clerical Handbook

Operating procedures and/or process directions for clerical staff members will be available on line through the department websites on the TPS Intranet or by directly contacting the appropriate department.

32.08 Clothing Allowance

Management will provide bargaining unit employees with a ~~ninety-six and fifty-three cents (\$96.53)~~ **one hundred dollar (\$100)** per year clothing allowance, payable by ~~October 15~~ **in July** of each year.

32.09 Compensatory Time

An employee who has worked prior approved overtime shall be allowed to receive compensatory time off at the appropriate overtime rate, if they elect to do so, in lieu of pay. They shall receive this time off with pay in such a way as not to impair the operations of the work unit. In the absence of such election by the employee, he/she shall receive pay as provided herein. An employee must take all compensatory time by June 30 of each year.

Compensatory time must be documented, signed and dated by both the employee and his/her supervisor. The employee is also required to sign in/sign out per the Fair Labor Standards Act (FLSA) on the appropriate form provided to each work location.

No more than two hundred and forty (240) hours of compensatory time can be accrued after which payment for overtime work must be made. The accrual shall be at the appropriate overtime rate as provided elsewhere in this Collective Bargaining Agreement.

Payment to employees covered by this Collective Bargaining Agreement for accrued compensatory time upon termination of employment shall be calculated based on their hourly rate.

32.10 Flex Time

If the supervisor and clerical employee(s) in a department(s) agree, flex time will be permitted only on a short-term basis.

32.11 Hours of Work

It is agreed that Management shall have the right to fix the work week, the work day, the number of hours of work, the number of shifts and the starting and ending time of each. However, any such changes shall be negotiated with the Union.

This article shall not be construed as a guarantee of work.

Clerical and Technical Services Unit
Administration Building

Yearly Term: Ten (10) to twelve (12) consecutive months.

Days Per Week: Five (5) consecutive days per week.

Hours Per Day: Seven and one-half (7-1/2) hours per day.

Hours Per Week: Thirty-seven and one-half (37-1/2) hours per week.

Daily Hours: Hours of work in the administration offices shall be 6:30 a.m. through 4:30 p.m. as scheduled.

Lunch Period: One-half (1/2) or one (1) hour as determined by work schedule. The work day of all clerical and technical

employees scheduled seven and one-half (7-1/2) hours or eight (8) hours per day shall include a one-half (1/2) hour paid lunch period.

Management Information Services Department shall work a forty (40) hour week year round, five (5) consecutive, eight (8) hour days.

Computer Operator shifts:

- 1st shift 8:00 a.m. to 4:00 p.m.
- 2nd shift 4:00 p.m. to 12:00 a.m.
- 3rd shift 12:00 a.m. to 8:00 a.m.

Satellite Offices

Yearly Term: Ten (10) to twelve (12) consecutive months.

Days Per Week: Five (5) consecutive days per week.

Hours Per Day: Seven and one-half (7-1/2) hours per day.

Hours Per Week: Thirty-seven and one-half (37-1/2) hours per week.

Daily Hours: 7:00 a.m. through 4:30 p.m. as scheduled.

Lunch Period: One-half (1/2) or one (1) hour as determined by work schedule. The work day of all clerical and technical employees scheduled seven and one-half (7-1/2) or eight (8) hours per day shall include a one-half (1/2) hour paid lunch period.

High School and Junior High School Offices

Yearly Term: Ten (10) to twelve (12) months.

Days Per Week: Five (5) consecutive days per week.

Hours Per Day: Seven and one-half (7-1/2) hours per day.

Hours Per Week: Thirty-Seven and one-half (37-1/2) hours per week.

Daily Hours: 6:30 a.m. through 4:30 p.m. as scheduled.

Lunch Periods: One-half (1/2) or one (1) hour as determined by work schedule. The work day of all clerical and technical employees scheduled seven and one-half (7-1/2) or eight (8)

hours per day shall include a one-half (1/2) hour paid lunch.

Library Offices in High School

Yearly Term: The library schedule shall be one thousand five hundred (1,500) hours per year which will generally follow the teacher's schedule. A fifteen (15) hour per year deviation may occur.

Days per Week: Five (5) consecutive days per week.

Hours per Day: Seven and one-half (7-1/2) hours per day.

Hours per Week: Thirty-seven and one-half (37-1/2) hours for five (5) day work schedule.

Daily Hours: 7:00 a.m. through 4:00 p.m. as scheduled.

Lunch Period: One-half (1/2) or one (1) hour as determined by work schedule. The work day of all clerical and technical employees scheduled seven and one-half (7-1/2) or eight (8) hours per day shall include a one-half (1/2) hour paid lunch period.

Library offices in Junior High Schools will continue with present schedule.

Elementary Schools

Yearly Term: The secretary of the highest classification will work the same Administrative Calendar year as the principal.

Days per Week: Five (5) days per week or as determined by individual work schedules in accordance with staffing formula.

Hours per Day: Seven and one half (7-1/2) hours per day.

Hours per Week: Thirty-seven and one half (37-1/2) hours for five (5) day week work schedule.

Daily Hours: 7:30 a.m. through 4:00 p.m. as scheduled.

Lunch Periods: Elementary clerical employees shall take one-half (1/2) hour paid lunch, normally between 11:30 a.m. and 12:30 p.m.

Elementary library secretaries will continue with present schedule.

A.S.P. Clerks and V.T. Aides will continue as presently scheduled.

32.12 Job Audit

The Job Audit Committee shall consist of the Director of Non-Teaching ~~Personnel and Paraprofessionals~~ and Paraprofessional Personnel or his/her designee, the AFSCME Staff Representative and an officer of the local.

If an employee meets the qualifications of a higher classification, he/she may request a job audit by submitting a copy of a completed audit request form to each member of the Job Audit Committee. The Committee will conduct the audit with the employee and his/her supervisor within ninety (90) calendar days.

1. The Audit Committee will notify the employee and supervisor, in writing, of the time and location of the audit.

2. A note taker will be present to record the items discussed. A copy of the notes will be provided to the audited employee and each member of the Audit Committee within five (5) working days and prior to the Committee's recommendation.

3. Upon receiving the notes, the employee will have five (5) working days to review the notes and submit to the Committee in writing any additional documentation, in accordance with Article 32.24.

School Personnel and Group Audits

1. When fifty (50%) percent of the employees within a school classification, in accordance with the school staffing formula, have submitted completed audit request forms, the time line for completion of the audit shall begin.

2. If the Audit Committee recommends reclassification, the entire class within that school staffing formula will be reclassified.

3. Jobs audited in which two (2) or more people are performing the same duties will follow the same criteria as in No. 1 and No. 2 above. In this case, the Audit Committee will make the final determination as to whether or not the audit will be performed as a group.

4. In the event of reclassification of either school personnel or a group, the technical layoff provision of this Contract will be waived; however, the typing qualifications and the one (1) year in that position requirement must be met before the reclassification can occur. Affected positions will be red-lined¹ until qualifications are met or positions are vacant.

*Other jobs audited in which two (2) or more people are performing the same duties will follow the same criteria as School Personnel and Group Audits. In this case, the Audit Committee will make the final determination as to whether or not the audit will be performed as a group.

The Job Audit Committee will meet quarterly to review and make recommendations regarding job audits performed during the prior three (3) months. No job audits will be conducted from May 1st through September 1st. The Committee will make a recommendation on each audit request to the Executive Assistant to the Superintendent for Human Resources or his/her designee, who will approve or deny the recommendation. Every attempt will be made to render a decision within twenty (20) work days.

Once the employee receives the recommendation of the Audit Committee and questions whether or not an area of responsibility has been omitted and/or overlooked, that employee may submit, in writing to the Committee, within five (5) working days, documentation regarding that area of responsibility. If the recommendation of the Committee is not altered by the additional documentation, the employee must wait one (1) year before requesting a new audit.

The Job Audit Committee has the authority to move a classification to a higher pay group if the duties of the audited job do not meet the requirements of a job in an existing classification.

Should the Union disagree with the decision of the Assistant Superintendent of Human Resources, (or his/her designee), it may move the matter to arbitration. The sole issue for the arbitrator shall be whether the job being audited is properly placed in its current classification in a higher designated existing classification, or a higher pay group.

For the purposes of the Clerical/Technical Bargaining Unit the term "red-lined" shall be defined as a position where an

employee does not meet the minimum qualifications for the new higher classification. Once the incumbent meets the minimum qualifications the employee shall automatically be upgraded. In the event the position is vacated, the vacancy shall be posted for bid at the higher classification.

32.13 Limited Rights Clerical Employees

Limited Rights employees:

- will be covered by all other terms of the Contract and Union procedures except as specified in this article.
- cannot strike.
- cannot serve as a Union officer or steward.
- will be covered by the Union Security article of this Contract.
- cannot be bumped out of limited rights position.
- If there is a general layoff and the limited rights employee is also designated for layoff, they may not bump but may exercise seniority to enter a vacancy through the bid procedure.
- If a limited rights position is eliminated, the limited rights employee must be given work at the same rate of pay until a position for which he/she qualifies becomes available. The employee may bid on any open position; however, they MUST bid on all open lateral positions for which they are qualified that offer the same hourly rate of pay, the same hours per day and the same work calendar. Once this employee is the successful bidder he/she must accept the position.
- If the supervisor of a limited rights employee wishes to replace the employee (other than for disciplinary reasons), the limited rights employee must be given work at the same rate of pay until a position for his/her qualifications opens up and he/she is the successful bidder. Once this employee is the successful bidder he/she must accept the position.
- If a limited rights employee wishes to bid out, he/she must bid to a vacancy.
- Vacancies for limited rights positions will be specifically advertised.

- Management shall interview at least three (3) qualified candidates. Selection need not consider seniority, however consideration must be given to the highest classification when selecting. Interviews and selection will be from qualified employees in the same pay group or next lower pay group who have at least two (2) years of clerical service with Toledo Public Schools as a substitute secretary and/or in Local 2174. When there are no qualified employees in these two (2) pay groups, then qualified bidders from the next lower pay group will be eligible to be interviewed. These names will be given to the appropriate supervisor at that time.
- If there is a qualified applicant, the vacancy must be filled from within the Local 2174 Bargaining Unit. Only when there are no qualified applicants within the AFSCME Bargaining Units may Management consider outside applications.
- When a limited rights position becomes vacant or if Management requests that a new position be limited rights, such position will be reviewed by the Labor-Management Committee and the Director or Supervisor of the affected department to determine if said position requires limited rights status. If Labor and Management cannot agree on the new position as being limited rights, the request for limited rights will be tabled, the position will be advertised as regular and reviewed by the Labor Management Committee in twelve (12) months for a determination. If the position is determined to be limited rights, the job will be re-advertised and the incumbent will be placed on technical layoff.

Limited Rights Positions:

- Secretary to the Executive Assistant to the Superintendent for Human Resources
- Secretary to the Director of Labor Relations
- Secretary to the Director of Non-Teaching and Paraprofessional Personnel
- Secretary to the Director of Teaching Personnel
- Accounting Specialist in Budget Services
- Secretary to Non-Teaching Personnel/Superintendent's Office

32.14 Overtime Rates

All work performed over seven and one-half (7-1/2) hours in any one (1) day or thirty-seven and one-half (37-1/2) hours in any one (1) work week shall be considered as overtime and paid at the overtime rate of time and one-half (1-1/2x). All work performed over eight (8) hours in any one (1) day or forty (40) hours in any one (1) work week shall be considered as over-time and paid at the rate of time and one-half (1-1/2x) for all personnel employed in the Management Information Services Department and other eight (8) hours per day employees or forty (40) hours per week.

All work performed on a Saturday shall be paid at time and one-half (1-1/2x) the regular hourly rate.

All work performed on a Sunday shall be paid at double (2x) the regular hourly rate.

All work performed on a holiday, as provided by this Contract, shall be paid at double time (2x) the regular hourly rate for hours worked in addition to a regular day's pay. There shall be no duplication or pyramiding of overtime.

All overtime shall be distributed as equally as possible among the employees in the classification necessary to perform the work.

For the purpose of distribution of overtime, an employee who is requested to work overtime and refuses shall be credited with such overtime worked.

All overtime for Computer Operators shall be distributed as equally as possible among the employees in the classification necessary to perform the work based on the following:

1. Persons with the lowest number of over-time hours accumulated on the day overtime is offered shall be called first.

2. Actual hours paid shall be used for recording.

3. All overtime hours shall be recorded.

4. Overtime sheet shall be updated and posted as worked.

5. For the purpose of distribution of overtime, an employee who is requested to work overtime and refuses shall be credited with such overtime worked.

6. When an employee is on sick leave, other paid leave or leave of absence in excess of thirty (30) consecutive calendar days the employee shall be charged for overtime.

In an emergency situation, the Clerical or Technical employees may, with the approval of their immediate supervisor, work up to twelve (12) one (1) hour periods in a calendar year and shall be paid the appropriate overtime rate. If additional overtime is needed, approval must be obtained through Human Resources.

Clerical and Technical employees shall not perform any duties at home unless they have approval from personnel supervisor. When work is approved and performed at home, the employee shall be compensated at the appropriate rate.

32.15 Peer Support Program

The purpose of the AFSCME Local 2174 Peer Support Program is to help members succeed by providing support and encouragement as needed.

This is voluntary and will give AFSCME Local 2174 members peer support when requested by the members. AFSCME Local 2174 members appointed through lateral transfer or promotion will be assigned a peer support person upon request. The peer support person will not train nor perform the duties of the newly appointed person, but will be available as an additional resource person.

A. Peer Support Requirements

1. Members who have at least three (3) or more years experience in AFSCME Local 2174 may apply to be a Peer Support person by filling out the Peer Support Application Form (Attachment A) and returning it to the Peer Support Chairperson.

2. Peer Support persons will be assigned by the Peer Support Committee which will consist of two (2) Local 2174 members and the Director of Human Resources or his/her designee. Appointment will be made by consensus.

3. The Peer Support person shall be released from his/her regular duties to visit the work site if requested. This released time shall not exceed seven and one-half (7-1/2) hours unless approved by the Peer Support Committee.

4. The Peer Support person shall not be used in any evaluation, disciplinary or grievance process including arbitration.

5. A Program Evaluation Form (Attachment B) must be completed and returned to the Peer Support Chairperson.

B. Peer Support Chairperson

1. A Peer Support Chairperson will be appointed by the President of Local 2174 from the members of the Executive Board and/or Trustees.

2. Release time for Peer Support persons shall be secured through the Human Resources Office by the Peer Support Chairperson.

32.16 Professional Leaves

The Toledo Public Schools, recognizing the importance of Professional Clerical and Technical conferences and workshops, will grant Clerical and Technical employees time off to attend such conferences and workshops if it does not hinder the operation of their office.

32.17 Reporting Absence and Return to Work - General Provisions

Failure to report absences from work or return to work in compliance with the proper procedure may warrant disciplinary action.

An employee who is late due to extreme weather conditions shall be considered as being on the job even though the employee may arrive for work after the prescribed starting time. An employee who does not report for work shall be considered as absent, except as otherwise provided in this Contract.

An employee shall maintain his/her current address and telephone number on file with the proper department and Non-Teaching Personnel.

Reporting Absence and Return to Work - Clerical and Technical

In the event of personal illness, family illness or other authorized absence, Clerical and Technical employees shall call their school, office or appropriate official no later than one-half (1/2) hour prior to starting time if at all possible.

Employees shall report their intention to return to work not later than the close of office hours of the day preceding their return. An employee shall not be permitted to return to work unless he/she has notified the appropriate official in compliance with this procedure.

32.18 School Responsibilities

In accordance with present board policy, when the principal is out of the building he/she shall appoint a certificated employee to be responsible for the activities of the school. This employee shall be readily available and clerical personnel shall not be required or requested to assume any of the principal's responsibilities. It is not the responsibility of a secretary to take teacher sick calls at home.

The Chief Human Resources Officer shall direct the principals to specify a certificated employee to act for him/her in his/her absence. The principal shall notify the personnel office and the clerical staff of the school of this appointment and any changes that may take place in this regard.

A clerical employee shall not be assigned to work alone in high schools or other buildings during vacation periods. Clerical personnel shall not work hours other than those assigned unless approved by an authorized administrator.

Secretaries shall not be required to dispense medication to students. If a secretary chooses to dispense medications, he/she must have completed the appropriate training as per Toledo Public Schools Board Policy JHCD-R-1, No. 14.

Clerical employees shall not be responsible for carrying out or overseeing discipline of students.

32.19 Special Projects

At Conference Day each year a form letter will be provided allowing members to state their interest in participation

in special projects. This form must be submitted to Non-Teaching Personnel, with a copy sent to the Union, by August 1 each year.

The president of Local 2174 will be notified in advance of the project. This notification will contain all information regarding the project.

Submission of this letter of interest does not guarantee selection. Consideration will be given to seniority and employment history. Management will notify Local 2174 of selection prior to notification of member(s).

Selected members will receive their current rate of pay while being trained during working hours. If the project involves training others, the member will be paid at the clerical specialist rate of pay. If the project exceeds beyond the regular work schedule, the member will be paid at the appropriate overtime rate of pay.

32.20 Staffing Elementary Office

The formula for establishing staffing levels in the elementary schools is as follows:

October 1st enrollment as reported on State Foundation Report (previous year).

Plus: INS as reported on State Foundation Report (previous year).

OUTS as reported on State Foundation Report (previous year).

Teachers and Administrators

Auxiliary Personnel on Payroll Sheets

Total Building Census

Divide total by one hundred (100) equals number of days per week of Clerical service for school year.

Each elementary school building shall have a minimum of one (1) full time clerical person classified no less than a Secretary III. Where the formula indicates more than one (1) full time secretary, that classification shall be not less than a

Secretary II. Where the formula indicates more than two (2) full time clerical employees, the extra days will be filled with a clerical employee classified not less than a Clerk Typist. If the assignment is less than five (5) days it will be combined with another school to make a five-day assignment if possible.

Glendale-Feilbach will be staffed with two (2) full-time clerical employees in accordance with the above staffing formula. Due to the specialized curriculum, enrollment and staffing will be evaluated each year by Union and Management to determine if it is necessary to continue with two (2) full-time secretaries. Other schools having marked increases or decreases shall be subject to further negotiation between Management and the Union.

Classification within the above staffing formula will not be less than currently provided. These positions will be subject to the job audit provisions as provided in Article 32.12 of this Contract.

32.21 Staffing Junior High Office

The formula for establishing staffing levels in the Junior High Schools is as follows:

Each Junior High school building over six hundred (600) total building census, as computed by the formula given below, shall have a base staff of two (2) twelve (12) month secretaries, classified not less than a Secretary III and one (1) half (1/2) time Clerk-Typist ten (10) month will be assigned.

In schools with a building census less than six hundred (600), a study to reevaluate base staff will be made and discussed with Union prior to implementation of a change in staffing.

Junior High buildings will be assigned a ten (10) month, Secondary Cashier. This person will service the Junior High to which they are assigned as well as the elementary schools in their feeder pattern when requested to service a fund-raiser.

All Junior High buildings will have full-time clerical help in the library, classified not less than a Secretary I.

Additional days of clerical help (Clerk-Typist) will be determined by the following formula and assigned for the school year:

October 1st enrollment as reported on State Foundation Report (previous year).

Plus: INS as reported on State Foundation Report (previous year).

OUTS as reported on State Foundation Report (previous year).

Teachers and Administrators

Auxiliary Personnel on Payroll Sheets

Total Building Census

Subtract nine hundred (900)

Divide total by one hundred (100) equals number of days per week of Clerical service for the school year. When the staffing formula for Clerk-Typist permits a five (5) day position, at one (1) location, that position will be reclassified as a Secretary II.

Schools having marked increases or decreases shall be subject to further negotiations between Management and the Union.

Classification within the above staffing formula will not be less than currently provided. These positions will be subject to the job audit provisions as provided in Article 32.12 of this Contract.

When an employee works at two (2) or more schools and an increase in the staffing formula occurs at one (1) or more of these locations, the employee must choose to remain at one (1) of these schools. If the assignment is less than five (5) days it will be combined with another school to make a five-day assignment. If impossible to make a five-day assignment the employee will float for the additional day(s). Non-Teaching Personnel will assign the hours (7 ½ hours per day) and the assignment(s).

If a decrease in school staffing would result under the staffing formula, the decrease will not occur until the position becomes vacant due to transfer, promotion, extended leave (beyond twelve unpaid weeks), resignation, retirement or death. At that time the job will be advertised at the number of hours and/or days in compliance with the formula and the collective Bargaining Agreement.

32.22 Staffing High School Office

The formula for establishing staffing levels in the High Schools is as follows:

Each High School, as computed by the formula given below, shall have a base staff classified not less than:

- (a) One (1) Secretary IV - twelve (12) months
- (b) One (1) Secondary Cashier – ten and one half (10.5) months
- (c) One (1) Secretary III - twelve (12) months
- (d) One (1) Secretary II - twelve (12) months
- (e) One (1) Secretary II – ten (10) months
- (f) One (1) Office Assistant to the Nurse - four (4) hours daily - nine (9) months

Additional days of clerical help (Clerk-Typist) twelve (12) month will be determined by the following formula and assigned to the school office:

October 1st enrollment as reported on State Foundation Report (previous year).

Plus:INS as reported on State Foundation Report (previous year).

OUTS as reported on State Foundation Report (previous year).

Teachers and Administrators

Auxiliary Personnel on Payroll Sheets

Total Building Census

Subtract fifteen hundred (1500)

Divide total by one hundred (100) equals number of days per week of Clerical service for school year. When the staffing formula for Clerk-Typist permits a five (5) day position at one (1) location, that position will be reclassified as a Secretary II. If the assignment is less than five (5) days it will be combined with another school to make a five-day assignment if possible.

Schools having marked increases or decreases shall be subject to further negotiations between Management and Union.

Classification within the above staffing formula will not be less than currently provided. These positions will be subject to the job audit provisions as provided in Article 32.12 of this Contract.

32.23 Staffing - Substitutes

The Personnel Department shall send out a form to all eligible employees before the end of the school term asking them if they wish to substitute during the summer. The employee must advise Personnel by the last day of the school term if they want to be on the summer substitute list and will be available for daily calls at their current hourly rate.

This is not a guarantee for work.

32.24 Technical Layoff Procedure

1. (a) Changes in any clerical or technical job which increases or decreases the classification, job description, essential duties, wages, number of months, days or hours worked, of an established job shall constitute the formation of a NEW JOB and shall be considered a technical layoff of the incumbent. Reclassifications occasioned by a "Job Audit" shall not trigger the provisions of this paragraph. If there are additional duties placed on a desk that may be considered a change in the essential duties of the position, these will be discussed between Management and Union. If determined that the new duties change the essential duties of the position, the incumbent will have the option to accept the additional duties or choose to take the technical layoff.

(b) Job Audit reclassifications of positions occupied by an employee for less than one (1) year shall cause the jobs to be considered vacated and open for bid under the provisions of No. 3 of the Bidding Procedure Article 32.03. However, if this reclassification is the result of School Personnel and/or Group Audit, refer to Article 32.12, School Personnel and Group Audit, No. 4.

2. The affected employee and the Union shall be given formal notification in writing twenty (20) working days if possible prior to the effective date of the change and the change shall be discussed with the Union prior to implementation.

3. The affected employee shall be guaranteed ten (10) working days to review the current seniority lists and a list of

all job openings which shall be made available to the affected employee and the Union by Management. The ten (10) day period shall be included in the twenty (20) day period above.

The incumbent shall have the following options:

(a) To bid the new job.

(b) To bid on any open position per the regular bid system.

(c) To bump per the regular layoff procedure, as specified in Article 19.01 of this agreement, unless technical layoff occurs during summer break. In that event see paragraph No. 4.

(d) The employee shall notify the personnel office in writing of his/her choice of accepting an open position or bumping by the expiration of the ten (10) working day period as stated in No. 3 of Article 32.24. After submission of the notice the employee may not change his/her decision.

(e) By agreement between Union and Management a special bump may be scheduled during winter or spring break.

4. In the event that an employee is on technical layoff during summer break and has not found a suitable vacancy, all employees of the Clerical and Technical local shall be notified of a designated bump date(s), and all bumping as a result of that technical layoff will be done on that day(s). All Clerical and Technical employees will be furnished a seniority list and a preference sheet on the annual conference day to enable their officers to act in their stead if they are unable to attend the bump day(s). Each employee will be given five (5) choices to be listed in order of preference. If all five (5) choices are exhausted and the employee is absent from the bump meeting(s), his/her Union officer will make his/her choice. All vacancies that occur as the result of this bump shall be filled on that day(s).

5. In regards to job changes due to new technology see Article 32.03.

PART V

TRANSPORTATION SERVICES - (LOCAL 2853)

Miscellaneous Provisions

Accident Prevention and Safety Committee (APASC)
Availability for Summer Work - Bus Drivers/Bus Aides
Bidding Procedures
Bid Seniority - Bus Aides
Bumping Rights
Bus Inspection
Check Ride
Clothing Allowance
Commercial Driver's License
Early Start-Up
Field Trip Assignments - Bus Drivers
Hazard Pay
Hours of Work - Lunch Period
New Technology and Training
Overtime Rates
Personal Leaves
Physical Exams for Bus Drivers
Reporting Absence and Return to Work
Reporting Pay - Bus Drivers/Bus Aides
Rest Period - Other Than Technicians
Rest Period - Vehicle Maintenance Department
Return from Leave as a Result of Work Related Injury - Bus Drivers/
Bus Aides
Return from Leave of Absence Without Pay – Bus Drivers/Bus Aides
Road-e-o
Safe Seating Level on Buses
Safety Meetings
Staffing for Bus Aides
Substitutes for Bus Aides
Temporary Assignment to Dispatcher's Office
Temporary Assignment to Supervisory Position - Crew Leader
Transportation Operations Cancellations (Other than Calamity Days)
Vehicle Servicepersons
Vehicle Technician Certification
Work Assignments
Letter of Agreement

33.00 Transportation Services - Miscellaneous Provisions

33.01 Accident Prevention and Safety Committee (APASC)

Purpose. The purpose of the Accident Committee is to provide a recognized mechanism to function as an integral part of a

continuing accident prevention and safety awareness program. Such a committee should be maintained through investigation and evaluation of all safety hazards and accidents incurred by Transportation Department personnel. This investigation should be conducted in an open and constructive manner and the results should be useful to prevent future accidents and help create and maintain safety awareness in all departmental employees. The committee shall be supplied with all pertinent information to the accident(s) or material required by the committee.

Method. The committee shall consist of three (3) members, two (2) Local 2853 members and one (1) management member. Each group will appoint their own members. This committee shall be consensus driven. All members shall have an equal voice and shall be expected to fully endorse the committee's recommendation. The committee shall be responsible for its organization, structure and shall meet at least once a month. The findings of the committee shall be reduced to writing with copies presented to the involved employee, the Union and Management.

The committee shall in no way abridge or obstruct Management's right to discipline any employee.

33.02 Availability for Summer Work - Bus Drivers/Bus Aides

All summer work, excluding field trips, that involves Bus Drivers/Bus Aides for the purpose of this article shall be defined as the work available after the last day of regular operations and before the first day of regular operations for the opening of the next school year. Regular operations shall be determined by the Toledo Public Schools calendar unless otherwise mutually agreed to by Management and the Union. All field trips shall be rotated according to the regular field trip procedures as set forth in Article 33.11, except drivers shall be telephoned rather than signing the field trip board.

All Bus Drivers/Bus Aides shall indicate their availability for summer work in writing. This shall be done on forms provided and distributed by the Transportation Center no less than ten (10) work days prior to the last day of Transportation Operations.

If new work is created or the re-availability of summer work becomes available and is more hours, this shall be offered to the next available bus driver/bus aide with the greatest bid

seniority on the appropriate transportation summer list. Summer work assignments will be made by telephone between 6:00 a.m. and 10:00 a.m. daily. Any emergency assignment will be handled immediately.

The bid sheet for routing positions shall state “no routing employees will be allowed to take vacation two (2) weeks prior to the opening of school.”

For the duration of this Collective Bargaining Agreement the parties agree to continue the letter of agreement regarding summer bus cleaning.

33.03 Bidding Procedures

Bus Drivers/Bus Aides

If an employee wishes to change classifications it must be done in writing to the Director of Transportation (or designee) by noon on August 1.

To be eligible to bid on routes at the beginning of the school year, Bus Drivers must deliver satisfactorily completed physical examination form, driving abstract papers, and other state required documents to the Transportation Center by August 1st. If these papers are not received by August 1st the Bus Driver shall not be allowed to bid on any route until January 1st of the following year, but shall be placed on the relief assignment list (after the above requirements are met) per their bid seniority. A driver who has not submitted required papers or applied for or received an approved leave of absence by the first day of operations shall be terminated. It shall be the responsibility of Management to notify all drivers of any changes in these requirements in time to meet the above time limits.

All Local 2853 employees shall be considered full-time and have full benefits after completion of their original probationary period.

If a Bus Driver/Bus Aide changes classifications during the school year, they will have to serve a 30-day probationary period and will not be eligible to bid in their new classification until the probationary period is complete.

All Bus Aides employed by the Toledo Public Schools, at bid time in August shall be eligible to bid on routes, using their bid seniority. A Bus Aide who has not reported to Transportation

Department by the first day of operations or applied for or received an approved leave of absence shall be terminated.

At the beginning of each school year, and the first week of October, **all routes are to be updated and corrected and** all routes shall be considered vacant.

Employees shall bid within their own classification by bid seniority, using the above established bid rights and using the following procedure: Bus Drivers/Bus Aides shall be notified by letter no less than two (2) weeks prior to their appointment time when to examine and bid routes before school starts. Bus Drivers/Bus Aides shall bid by bid seniority. Bus Drivers/Bus Aides shall have the opportunity to come in one (1) hour before appointment time to examine route bid notices on the first two (2) days of bidding and a half (1/2) hour on the third day of bidding. Bid notices will reflect the route number and vehicle used, schools serviced, starting/ending times, if an aide is assigned and any other pertinent information. Bus Drivers/Bus Aides shall have an allotted five (5) minutes appointment time with the appropriate supervisor. All bidding time shall be administered by Management and the Union. **At October rebid, the appointment time shall be allotted two (2) minutes.**

Any employee who is unable to examine and bid routes at the time of their appointment shall be allowed to sign a waiver of protest on route selection. This waiver of protest shall state the employee's preference for route assignment. This statement shall give the Union Representative authority to select a route for said employee, based on the employee's preference of school areas available at their appointment time. In cases where several routes exist of about the same nature, the route that holds the higher rate of pay or if the pay is the same, the one with the newest vehicle shall be selected.

In the event of an unexpected occurrence an employee may call and ask the appropriate Union Representative to secure a route for said employee at their appointment time. The employee shall then have to sign a waiver of protest as soon as possible. Such a route selection shall be based on the same rules as any other employee signing a waiver of protest.

If an employee does not appear or call at their scheduled time they shall be placed on the bottom of the bidding list before probationary employees and those without bid rights. A new appointment time then shall be authorized and routes shall

be bid from those available. If a Bus Driver does not appear or call by their new appointment time, that driver(s) then becomes a Relief Driver. Open route assignments shall be assigned to the following employees in the order listed below.

1. Employees - without bid rights.

2. Original probationary employees, by temporary seniority. Temporary seniority for the purposes of this article shall be the first day paid for work in this department before the completion of original probation. Temporary seniority, if more than one (1) employee begins on the same day, will be established by a temporary draw. This date will be adjusted upon completion of the original probationary period.

There shall be a moratorium on route bidding from the first bid session until the completion of the second bid session in October. There will be no loss of time during this period. The exception is vacant routes, which shall be bid at all times following the Collective Bargaining Agreement.

A route shall be put up for bid if any of the following conditions occur.

1. a new route is created.

2. an existing route becomes vacant.

3. the time of a route is altered more than thirty (30) minutes a day from the last bid.

The route bid notice shall be posted within three (3) work days of the knowledge of Management of the vacancy or change unless agreed to otherwise by Management and the Union in writing. This notice shall remain posted for two (2) work days and shall state number of hours, vehicle make, route number, school(s) served, starting time of the route and other pertinent information including whether an aide is assigned. Route bid notices shall be posted Monday prior to 9:00 a.m. to Tuesday at 5:00 p.m. Notices of successful bidders and new bids shall be posted Wednesday prior to 9:00 a.m. to Thursday at 5:00 p.m. Notices of successful bidders shall then be posted Friday prior to 9:00 a.m. All route awards will be effective the following Monday. Employees shall be allowed to bid during the period when the bid notices are posted and the most senior employee bidding shall be granted the route within their own classification.

If bids are not received within two (2) work days that bid notices are posted, Management shall fill the open route assignment per the open route assignment procedure listed in this Contract.

Subsequent vacancies created by the bidding system shall be filled using the above bid procedure. Management shall fill the vacancy during the bidding time with the most senior available employee, within the proper classification. In cases where it is required to rebid all routes after the school year has begun, the Union and Management will jointly develop guidelines and procedures to govern such a rebid. (However it is understood that if the regular bid procedure is not followed at the beginning of the school year, as defined in this Contract, that a rebid must take place.)

Vehicle Maintenance Department

All shifts shall be bid in December, using the bid procedure outlined above, and shall be effective January 1. Any shift vacancy, either temporary or permanent, which becomes available shall be offered to the senior employee and the senior employee accepting shall be granted the vacancy. If for any reason a shift is to be shut down for more than four (4) weeks, all shifts will be rebid.

33.04 Bid Seniority - Bus Aides

Bus Aides original bid seniority within their own classification shall be their original employment date within this department. All ties shall be broken by the drawing of lot.

33.05 Bumping Rights

Bus Drivers/Bus Aides

Should a Bus Driver/Bus Aide lose their route through the bid procedure or because the route is abolished, they shall have bumping rights. The employee shall be granted the right to bump any employee in his/her classification with less bid seniority. Any individual bumped shall be granted the same rights.

Any Bus Driver/Bus Aide who loses their route through the bid/bump procedure or because their route is abolished and is unable to exercise their bumping rights because they are on an approved leave shall remain at their current status until they are able to exercise their bumping rights.

Newly created routes shall be bid and awarded before an employee can exercise their bump rights to secure them. Routes will be filled with a Relief Driver while undergoing the bid procedure.

Open routes may be bumped, but shall be also bid through the bid procedure.

Procedure for Bumping:

1. No union line officer can be bumped.
2. Employees shall be served with a bump notice, by the end of their work shift the day before they are to bump or as soon as management has knowledge and shall have until 12:00 p.m. the next day to bump.
3. The employee shall be given a bump packet containing:
 - A. Current route bid notice
 - B. Bid seniority list (names only)
 - C. Bumping rules
4. When the employee is ready to bump, they shall indicate their route preference, and time stamp the bump notice and return the packet.
5. The employee shall be a sub for the following day, and shall be paid their route time based on the route they were bumped off or the sub route time, whichever is greater.
6. The employee shall take over their new assignment on the next day.
An employee who does not meet the above time limits shall lose their bump rights.

If Management does not serve the bump notice the next morning after the employee has been bumped or accept the employee's bump within this time limit, the employee shall be compensated at the rate of two (2) hours per day over and above what they would have received if they had been allowed to bump per the above procedure.

The Union shall sign and be given a copy of all completed bump notices.

Vehicle Maintenance Department

Vehicle Maintenance Department will use above language as appropriate.

33.06 Bus Inspection

The first driver to operate a bus each day shall conduct a bus inspection. The driver shall be paid one quarter (1/4) hour for this inspection.

If any deficiencies are found during the bus inspection, the driver shall report the deficiency in writing to the Foreman, Vehicle Maintenance Services or his/her designee. If a decision is made by that individual to use the bus, that person must sign the authorization.

Drivers will verify completion of the bus inspection by completing the appropriate section of the time card by the end of their workday. Upon failure to conduct a bus inspection, after a first warning, the driver shall be docked the one quarter (1/4) hour allowed for the inspection. Continued failure to inspect the bus will result in a dock of one quarter (1/4) hour each time the inspection is not made and may also subject the employee to disciplinary action in compliance with the appropriate disciplinary procedures.

33.07 Check Ride

A check ride is to evaluate the driving skills of the Bus Driver.

A Driver Trainer or **Driver Trainer Assistant**, or any supervisor in the Transportation Department may accompany a Bus Driver for the purpose of a check ride, without prior notification, under the following conditions.

1. Periodically or at the request of the Director of Transportation. Unsatisfactory check rides may be repeated within thirty (30) work days after the driver has been given sufficient opportunity to correct deficiencies noted. At the request of the driver a Union official may accompany any check rides after the initial check ride. The Union and Management will jointly develop guidelines and procedures to govern above occurrences to include retraining as necessary.

2. At any time during a Bus Driver's probationary period.

3. (a) If a Bus Driver has an on-the-job accident and is issued a citation by a law enforcement officer.

(b) If no citation was issued and responsibility cannot be clearly placed.

4. If a Bus Driver requests (arrangements to be made as soon as Trainer's schedule permits.)

5. Additional check ride may be permitted by mutual agreement.

Upon completion of a check ride, the Driver Trainer shall go over the check ride report with the Bus Driver and make recommendations pertaining to their driving skills. One (1) copy of the report shall then be given to the Bus Driver, one (1) copy of the report shall be given to the Trainer and one (1) copy shall be given to the Director of Transportation. If a Bus Driver feels he/she has not been given a fair evaluation of his/her driving skills, the driver may review it with the Director of Transportation. (The driver may have a Union officer present.) A copy of the check ride report shall then be placed in the Bus Driver's file.

Bus Drivers shall be paid for a check ride being conducted at a time other than their regular route except at the request of the Bus Driver.

33.08 Clothing Allowance

It is hereby agreed that a ~~ninety six and fifty three cents (\$96.53)~~ **one hundred dollar (\$100)** per fiscal year allowance be granted to non-probationary regular and substitute bus drivers and the driver trainer. This allowance is to be used to purchase clothing which is to be used for Board of Education work directly related to the employee's current job classification. The first payment is due in the current fiscal year. All payments made after July 1, 1998 shall be by separate check payable in ~~October~~ **July** of each year.

33.09 Commercial Driver's License

All employees whose job requires a Commercial Driver's License will be paid an additional ten cents (10¢) per hour.

33.10 Early Start-Up

A sign-up list will be posted by the third Monday of October to

solicit drivers interested in performing early start-up work. The pay for start-up will be considered extra time. Management will call the appropriate number of drivers by seniority, needed for start up. Employees called who do not respond by the time given will be skipped for that assignment.

33.11 Field Trip Assignments - Bus Drivers

All Field Trips shall be posted and divided into four (4) categories for the purpose of assignment rotation as follows:

1. Straight Time Field Trips: Report Time - Before 3:59 p.m., Monday through Friday.

2. Straight Time Special: After 3:59 p.m., Monday through Friday.

3. Time and One-Half: Between midnight Friday and midnight Saturday.

4. Double time Sunday/Holiday: Shall be assigned by seniority off the bid seniority list and shall be continuous from year to year. This shall take effect January 1, 1998.

All Field Trips shall be time-stamped and posted on the appropriate Field Trip list in the order in which they were received by the Transportation Department. Regardless of when a Field Trip starts, the determination as to which Field Trip list it shall be posted on shall be based upon the requested time on the Field Trip requisition form. All Field Trips shall be assigned based upon a seniority rotation list. This list shall be established on a voluntary basis and the Bus Driver's bid seniority shall be used.

Assignments on the straight time and straight time special shall start at the top of the bid seniority lists each school year.

Assignments on the time and one-half and double time Field Trip list shall be continuous.

Bus Drivers shall not be placed on the time and one-half and double time Field Trip lists until one (1) year after their employment date as a driver.

A Bus Driver shall not be assigned a Field Trip outside the City of Toledo Metropolitan area until the driver has been on the bid seniority list for ninety (90) work days. If such a Bus Driver's name appears for a rotation assignment outside the

area, that driver shall be assigned the next Field Trip within the area allowed.

City of Toledo Metropolitan area is defined as Springfield, Sylvania, Washington, Spencer Sharples, Rossford, Oregon, Perrysburg, Maumee, Lambertville, Erie, Temperance, Bedford, Whiteford and Northwood.

It is understood that the following rules and regulations apply to all Field Trip lists.

A Bus Driver shall be assigned a Field Trip when the driver's name appears on the bid seniority rotating list and they are not on a long term leave. This assignment shall be posted for two (2) work days, but not more than five (5) work days, in advance of the day of the Field Trip. The Bus Driver shall be given the opportunity to indicate acceptance or refusal during the two (2) work days. If a "no" appears at the end of the first day, the trip shall be reassigned. At the end of the two (2) work days the list shall be removed and those trips not accepted shall be reassigned and posted for two (2) work days. At the end of these two (2) work days the list shall be removed and on the fifth (5th) work day the Field Trip shall be deemed an emergency.

If an emergency Field Trip becomes available and is offered out of rotation, the most senior Bus Driver present and available shall be offered the Field Trip assignment. If said Bus Driver accepts the emergency assignment, it shall be considered said driver's next rotation assignment. However, if the Bus Driver refuses the emergency assignment, the driver shall not lose their next rotation assignment on the appropriate Field Trip list. If a Bus Driver is not available to accept a Field Trip assignment, it shall be considered as if the driver has accepted the Field Trip assignment for the purpose of rotation only.

A Bus Driver shall be charged with a "no" if:

1. they fail to indicate a preference.
2. they accept the trip and then refuse.
3. they fail to report.

The exception is a death in the immediate family as defined in Article 11.02.

In circumstances "2" and "3" of the above the driver shall also lose their next Field Trip assignment.

If a Field Trip assignment is canceled and the Bus Driver(s) is notified prior to reporting, the driver(s) shall be placed at the top of the appropriate Field Trip list. If a Field Trip is canceled and the Bus Driver(s) is not notified and reports, the driver(s) shall receive two (2) hours minimum, or the actual Field Trip time, whichever is greater. If more than one (1) bus is dispatched on a Field Trip assignment and less than the number dispatched is used, the least senior Bus Driver(s) shall drive the Field Trip assignment. The most senior Bus Driver(s) shall return to the garage and shall be paid the same time as the Bus Driver(s) driving the Field Trip assignment.

If a Field Trip is received the same day the trip is to be filled and the trip does not exceed the maximum hours of three (3), and no employee on the Field Trip list will accept the trip then the trip can be filled through the Mid-Day procedures. This emergency procedure applies to straight time only. Documentation of the above shall be provided the Union.

If a driver is off on sick leave the work day prior to a Field Trip that they have accepted and does not notify the Transportation Department of their intent to drive the trip by 11:00 o'clock a.m. that day, the driver shall lose the trip and the trip will be reassigned in rotation, if possible. Any driver losing a Field Trip under these conditions will be charged with a refusal for the purpose of removal from the Field Trip list and will lose their next Field Trip assignment on the appropriate list. This procedure shall also be in effect during vacation periods.

Under the above conditions it shall be the responsibility of the driver(s) accepting the Field Trip to secure Field Trip documentation, bus assignment, gate key and etc.

Union and Management may agree to alternate procedures for operating specialized Field Trips.

Peak Trips

Any driver is eligible to do Peak Hour Field Trips. Peak trips will be posted on the board and drivers must sign to indicate their availability to do the trip.

Peak Hour trips are straight time trips that either start before 9:00 a.m. or end after 2:00 p.m.; or straight time trips that start after 2:00 p.m., but before 4:00 p.m.

The Peak Field Trip list will be split into two separate rotations. The initial rotation will begin the first day of school for TPS

students and end the last day of the first semester. All drivers will start the second rotation with zero peak trips beginning the first day of the second semester and ending the last day of school.

The trip will be awarded in the following manner:

1. The trip will be assigned by High School Learning Community and bus size. Only if there are no buses available within the learning community will buses outside the learning community be considered.

2. Driver must be able to use their own bus. The only exception will be if he/she is able to change buses at Transportation and maintain his/her regular schedule.

3. Drivers with mid-days will be eligible. If they are unable to do their mid-day, it will be assigned to the mid-day board.

4. The list will be established by bid seniority. Trips will be assigned on a rotation basis beginning with the most senior driver.

This list will only be in effect during regular school hours and will start over at the beginning of each school year.

33.12 Hazard Pay

Vehicle Maintenance Department

Employees required to do any of the following shall be paid an additional ~~39 thirty nine cents (39¢)~~ **forty cents (40¢)** per hour for that period of time that such work is being performed:

- a. Rust proofing of new buses/rebodies
- b. Body removals
- c. Steam cleaning
- d. Brake work (drum brakes only)
- e. Spring replacement work
- f. Spray painting

Whenever any unlisted hazardous condition exists as determined and agreed to by the Union and Management, ~~39 thirty nine cents (39¢)~~ **forty cents (40¢)** per hour additional pay for all such work shall be paid for that period of time in which such work is being performed.

In no case will a double hazard premium be paid.

OSHA guidelines will be followed for all maintenance work and employees will be provided with the proper equipment and training to safely perform work.

Bus Drivers

Bus drivers, or other transportation employees driving, shall receive one (\$1.00) dollar per hour for each hour they are on the road once afternoon classes have been canceled or there has been an early release of employees due to weather-related driving conditions.

33.13 Hours of Work - Lunch Period

Bus Drivers - The normal daily hours of work shall be one-half (1/2) hour before the first scheduled route until one-half (1/2) hour after the last scheduled route Monday through Friday as scheduled, excluding field trips. A lunch period of thirty (30) minutes shall be paid when a daily work schedule equals or exceeds seven and one-half (7-1/2) hours. If there is thirty (30) consecutive minutes of paid down time, at a time within reason to be a lunch period (i.e., between 10:30 a.m. and 1:30 p.m., it shall be considered as a paid lunch period. If not, thirty (30) minutes shall be added to total hours worked and paid as a lunch period.

Bus Aides - The normal daily hours of work shall coincide with the route, (excluding bus inspection time), five (5) consecutive days Monday through Friday. A lunch period of thirty (30) minutes shall be paid when a daily work schedule equals or exceeds seven and one-half (7-1/2) hours.

Driver Trainer - Twelve (12) months, eight (8) consecutive hours per day including thirty (30) minutes paid lunch, Monday through Friday. The daily starting and ending times shall be flexible to reflect the requirements of the position.

Maintenance Department - Eight (8) consecutive hours per day, including thirty (30) minutes paid lunch period, five (5) consecutive days per week, Monday through Friday. Shifts shall be established as follows:

1st A	6:30 a.m. - 2:30 p.m.
1st B	8:00 a.m. - 4:00 p.m.
2nd	2:30 p.m. - 10:30 p.m.
3rd	10:30 p.m. - 6:30 a.m.

Servicepersons - After both of the current employees in the

serviceperson classification, as of December 1, 1997, have left the serviceperson classification, the parties will discuss changing the shift schedules for that classification. In no case will the second shift begin after 4:00 p.m.

All maintenance personnel may be offered summer hours to maximize use of available facilities rather than all work one shift. Bid seniority shall prevail. However, any changes to the above shall be negotiated with the Union.

This article shall not be construed as a guarantee of work.

33.14 New Technology and Training

The 2853 Labor-Management Committee will determine annual mandatory training needs as follows and will develop programs to meet those needs.

Technicians

Technicians will identify deficient areas and annual mandatory training needs which may be met through the use of factory representatives, training tapes, books, in-services, schooling, etc. **and notify both union and management.**

~~Drivers~~-Radio Training

Management will maintain **by seniority, a current** list of fifteen (15) personnel **qualified** drivers **and five (5) qualified bus aides** trained as Radio Dispatcher Substitutes. **Drivers can act as Radio Dispatcher Substitutes** for both a.m., mid-day routes and p.m. routes. Bus aides **can act as Radio Dispatcher Substitutes for mid-day routes only.** **Employees shall indicate their daily availability on the posted sheet by 8:00 a.m.**

Drivers- Edulog

Management will maintain, **by seniority,** a current list of eight (8) qualified drivers **and a list of two (2) qualified bus aides trained on Edulog at all times.**

33.15 Overtime Rates

All work performed over eight (8) hours in any one day or forty (40) hours in any one week shall be considered as overtime and paid at the overtime rate of time and one-half (1-1/2x) times the regular hourly rate.

All work performed on a holiday as provided in this Contract shall be paid at the rate of double (2x) the regular hourly rate for hours worked in addition to a regular day's pay.

All work performed on a Sunday shall be considered as overtime and paid at double (2x) the regular hourly rate.

For non-technicians, all work performed after midnight (12:00 a.m.) on Friday through midnight (12:00 a.m.) on Saturday shall be paid at the rate of time and one-half (1-1/2x) the regular hourly rate for hours worked. If work is performed past midnight on Saturday, overtime shall be paid at double (2x) the regular hourly rate from 12:01 a.m. Sunday until the end of the trip.

For technicians all work performed on Saturday before 4:00 p.m. will be paid at time and one-half (1-1/2x) the regular hourly rate. Work performed after 4:00 p.m. and on Sunday will be paid at double (2x) the regular hourly rate.

An employee required to work on a day that other employees are not required to work, such as a Departmental Educational Conference Day or a Calamity Day, shall be paid at the rate of one time (1x) their regular hourly rate for hours worked in addition to a regular day's pay.

All overtime shall be distributed as equally as possible among the employees of the technicians department within the classification necessary to perform the work.

For the purpose of distribution of overtime, an employee in the technicians department who is requested to work overtime and refuses shall be credited with such overtime worked. Overtime for technicians and service persons shall be posted.

Overtime for Local 2853 employees shall be given to the Union upon request.

There shall be no duplicating or pyramiding of overtime pay.

Overtime shall be approved in advance.

33.16 Personal Leaves

All Bus Drivers/Bus Aides will be allowed to carry over any unused personal leave from one school year into the next school year. They will then be allowed to use carried over personal leave during holiday periods instead of using vacation days. Unused vacation days will be paid by a

separate check in July.

Shortened Schedules

The employee may use personal leave for the entire day or the portion of the day for which the schedule was shortened. Use of personal leave for the day will be at the hours scheduled if shortened schedule had not occurred.

33.17 Physical Exams for Bus Drivers

Effective May 1, 2002 Management agrees to engage doctors to perform the annual physical examination as required by law for the Bus Drivers at no expense to the employee.

33.18 Reporting Absence and Return to Work

All employees shall report their intended absence for sick leave or other approved leave, except personal leave, to the Transportation Center on the first day of the absence one-half (1/2) hour prior to their scheduled check-in time, or earlier if possible. The call shall be made on the emergency number only. However, if this number is unavailable the conventional office number should be used. Both numbers shall be made known to all employees.

All employees shall be allowed to report their intent to return to work the next day at this time also.

~~Bus Aides shall also report their absence to their assigned school.~~

Employees shall report their intention to return from sick leave or other authorized leave, except personal leave, to the appropriate supervisor as early as possible, but by noon, for Bus Drivers/Bus Aides. For Vehicle Maintenance Department they must report their intention to return to work by the end of their scheduled shift on the day proceeding the day of return.

An employee shall not be permitted to return to work unless they have complied with this procedure.

If an employee reports off on personal illness in the A.M., they shall be on sick leave or dock (if appropriate) for at least the remainder of that day. Their work shall be reassigned per the procedures described in this Contract.

Employees may call the Transportation Department after 2:30 p.m. to report off work for the next day in emergency situations (surgery, death and other medical emergencies).

Employees shall not call supervisor's homes.

Employees shall follow the regular procedure for all advance notice surgeries.

All other absences related to personal illness or family illness is to be reported in accordance with the Collective Bargaining Agreement.

33.19 Reporting Pay - Bus Drivers/Bus Aides

Any Bus Driver/Bus Aide who is scheduled to report for work and who presents themselves for work as scheduled, shall be guaranteed a minimum of two (2) hours pay at their appropriate rate of pay, except as provided for in Calamity Days article and Transportation Operations Cancellation or as otherwise provided in this Contract.

33.20 Rest Period - Other Than Technicians

A rest break of fifteen (15) minutes shall be provided after four (4) hours of continuous work.

33.21 Rest Period - Vehicle Maintenance Department

Full time employees may take a rest period of not more than fifteen (15) minutes for each half (1/2) shift of work. Rest periods shall be scheduled at the middle of each half (1/2) shift of work whenever possible. Rest periods shall be taken at a time and in a manner so as to minimize interference with the productivity of the employee or his/her work unit.

33.22 Return from Leave as a Result of Work Related Injury - Bus Drivers/ Bus Aides

For an employee who elects Option A of the Return to Work/ Transitional Work Program, they shall hold their route for sixty (60) work days. After the sixty (60) work days the route shall be placed for bid. In addition, upon presentation of a certified release by a physician and any other satisfactory physical examination paper required by State law, the Bus Driver/ Bus

Aide may bump another Bus Driver/Bus Aide with less bid seniority prior to returning to work in their proper classification.

In the event the transitional work assignment begins within the initial sixty (60) work days and the employee is able to do any portion of their route within their own classification, the employee's route shall be held for the duration of the injury.

For Bus Drivers who elect Option B of the Return to Work/ Transitional Work Program, they shall hold their route for sixty (60) work days. If a Bus Driver returns after sixty (60) work days, he/she shall be a Relief Bus Driver until he/she can secure a route through the bidding procedure. He/She shall use their department bidding rights and his/her original seniority.

For Bus Aides who elect Option B of the Return to Work/ Transitional Work Program, they shall hold their route for sixty (60) work days. If a Bus Aide returns to work after sixty (60) days, he/she shall be a Substitute Bus Aide until he/she can secure a route through the bidding procedure. He/She shall use their department bidding rights and his/her original seniority.

33.23 Return from Leave of Absence Without Pay - Bus Drivers/ Bus Aides

Any Bus Driver who returns from an approved leave of absence without pay within sixty (60) work days shall be returned to their bid route. If a Bus Driver returns after sixty (60) work days, he/she shall be a Relief Bus Driver until he/she can secure a route through the bidding procedure. He/She shall use their department bidding rights and his/her bid seniority.

Any Bus Aide who returns from an approved leave of absence without pay within sixty (60) work days shall be returned to his/her bid assignment. If a Bus Aide returns after sixty (60) work days and his/her assignment has been permanently filled, he/she can only secure an assignment through the bidding procedure. He/She shall use his/her department bidding rights and his/her bid seniority.

33.24 Road-e-o

The sum of ~~twenty four dollars and thirteen cents (\$24.13)~~ **twenty five dollars (\$25)** per year shall be paid to the

employees upon successful completion of the regional road-e-o. This payment shall not be cumulative and shall be made at the same time longevity checks are issued. The road-e-o will not be offered as a PGC, but the instructor will be paid at the negotiated PGC instructor rate.

33.25 Safe Seating Level on Buses

To determine the students assigned to buses, the district will continue its attempt to register students earlier. This shall be accomplished by creating more effective advertising of registration and having registration at all schools. A mobile registration may also be used for this purpose. A school employee may go to homes where there is no telephone and determine if the student will be attending school.

To efficiently route students, a forecasting and capacity-planning model shall be developed. Better or updated systems of routing shall also be pursued.

To establish safe seating levels, a Labor-Management committee shall be established. This shall be done in a cooperative atmosphere. All parties will recognize that the State seating levels are not always appropriate.

To avoid shortages of equipment or personnel, the district shall attempt to buy or lease additional buses and hire additional drivers. There shall be an increase in the number of spare buses to assure an adequate reserve. Additional routers will be trained to assure sufficient personnel for routing.

To identify and correct overloaded buses, Bus Drivers shall report accurate head counts the first week of school. One router will be dedicated to the overload problems and after all overloads are corrected the router may then return to his/her normal duties. Overloaded students may temporarily be assigned to a (spare bus) until reassigned.

33.26 Safety Meetings

All employees shall attend and will be paid for safety meetings required each year by State law. Management shall schedule safety meetings at a time and in sufficient number so as to afford an employee reasonable opportunity to attend the required meeting. The Transportation Department will continue its practice of providing CDL training for Transportation department employees.

The Director of Transportation, the Business Manager and the President of Local 2853 and his/her designee shall meet on a regular basis to address issues pertaining to student discipline on buses and special education transportation.

33.27 Staffing for Bus Aides

Aides will be assigned to bus routes that have the following criteria:

1. Routes that need bus aides will be identified prior to the August bid procedure.

2. Staffing recommendations, based upon needs, ~~will be made to the Business Manager~~ **will be discussed during the Labor/Management process.**

3. The Business Manager **or his designee** will recommend, through the budget process, a minimum staffing of aides with priority placement as follows:

- a. Buses carrying medically fragile students
- b. Buses carrying students confined to wheel chairs
- c. Buses carrying SBH and DH students
- d. Buses carrying pre-kindergarten students

4. The Union shall receive a copy of the budget request.

5. Routes will be reviewed to maximize aide coverage.

6. This agreement shall not be a guarantee of staffing.

7. Bus Aides on a bid route may not summarily be forced to leave their bid, with the exception of normal bump rules, based on route changes outlined in section 33.03. In the event that any change should occur in the aide's bid route status, he shall have immediate bump rights, based on section 33.03.

33.28 Substitutes for Bus Aides

Whenever a Bus Aide is absent a substitute shall be provided in the following manner:

1. Aides and floater aides without assignments (by bid seniority)

2. Drivers and Relief Drivers without assignments (by bid seniority)

3. Probationary drivers (by seniority established by temporary seniority)

A substitute [ninety (90) day probationary] bus driver(s) (or in the event there is only Relief Bus Drivers(s) without work assignments) they may be used as a substitute Bus Aide. ~~excluding building work.~~

The substitute work shall be offered by seniority and these days shall not count towards their ninety (90) day probation period. However, when the probation period is complete, these days shall be counted within the adjustment, except they cannot exceed their original hire date.

~~Substitute Bus Driver(s) shall be paid Bus Aide's rate of pay for hours worked within that classification.~~ Relief Drivers shall be paid their appropriate rate of pay for hours worked within that classification.

It is understood that the above hours shall be counted toward vacation, sick leave, etc.

It is also understood that Bus Drivers shall only be used to fill a substitute Bus Aides position when there is no work within their classification. If Bus Drivers are available, they will be called to substitute for Bus Aide positions. No Bus Driver shall be required to double up on routes to provide a substitute for an Aide unless approved by the Union.

33.29 Temporary Assignment to Dispatcher's Office

Whenever additional dispatchers are required, this work shall be offered to the most senior qualified Bus Driver(s). The Bus Driver may remain in the dispatcher's office no more than forty-five (45) work days (days on payroll) and still maintain their bid route. If the assignment lasts longer the route must go up for bid and the driver(s), upon returning to driving, shall then have the right to bump any Bus Driver with less bid seniority. The Bus Driver shall be paid at the appropriate rate.
Office Scheduling Assignments:

It is understood these routes are to be covered under all the guidelines of the Contract, except those listed below:

When Bus Driver(s) are needed in the office to assist in scheduling beyond the summer work, this scheduling work shall be bid as part of an existing route. The time of the route(s) shall not exceed eight (8) hours, including lunch. The route shall have no more than four and one-quarter (4-1/4) hours of route (driving time) and shall have no mid-day portion of a route. Employees working as the driver/scheduler shall be paid an additional five (5¢) cents per hour for that period of time that such work is being performed.

Absences on office scheduling assignments of more than three (3) days will be filled from the most senior qualified on the list of employees trained in office scheduling. Training for office routes will be provided to ensure that a sufficient number of Transportation Department employees are available.

If Management finds it impossible within the guidelines of scheduling to meet the above, the Union president or their designee shall be notified, as soon as possible, but before the day the first original bids are to take place. If four and one-quarter (4-1/4) hours are not feasible, Union and Management shall agree to the maximum hours for the route(s) needed. However, if the Union can show where the above is possible, within the guidelines of routing, then Management shall comply to the four and one-quarter (4-1/4) hours.

Bus Driver(s) not bidding these route(s) shall not be entitled to extra or overtime hours from the office routing assignment(s) hours, except if all driver(s) bidding these route(s) have refused it.

33.30 Temporary Assignment to Supervisory Position - Crew Leader

If necessary, during the absence of the Foreman, Vehicle Maintenance Services due to extended sick leave, other leave of absences, vacation or any other time the Foreman, Vehicle Maintenance Services is absent and a replacement is needed, a member of the appropriate work force shall be assigned on a temporary basis to perform their duties at the appropriate rate of pay. The person assigned must have the physical fitness and the ability to perform the duties of the position as crew leader.

33.31 Transportation Operations Cancellations (Other Than Calamity Days)

Whenever bus transportation operations are canceled (other than calamity days), notification shall be given to all Bus

Drivers/Bus Aides at least forty-five (45) minutes prior to the earliest Bus Drivers' check-in time. This shall be done by using local radio and/or television broadcasts or by direct contact.

If the above time limits are not adhered to, those Bus Drivers/Bus Aides who report shall be guaranteed their regular work day up to a maximum of three (3) hours, unless they were given forty-five (45) minutes notice prior to their starting time.

If it is reported on the radio stations that any specific operations are canceled, those Bus Drivers shall go to work at the Transportation Department and shall be paid for their regular scheduled route time.

The Bus Aides and Driver Trainer shall contact the Transportation Center for assignment when Transportation Operations are canceled.

33.32 Vehicle Servicepersons

As of January 1, 2001, Servicepersons will come into the department at the Serviceperson classification and follow the appropriate wage schedule.

The current Vehicle Mechanic-Assistant positions are red circled at the current classification and appropriate wage schedule. As each position becomes vacant, it will not be replaced. When both positions have been vacated, the classification will be eliminated.

33.33 Vehicle Technician Certification

Vehicle technicians who have successfully completed A.S.E. Master Certification will receive an additional ~~forty-eight (48¢) cents~~ **fifty cents (50¢)** per hour. All certifications must be current to be compensated. It is the responsibility of the employee to provide certification documentation prior to expiration of the certification.

Vehicle technicians who have successfully completed A.S.E. certification will receive ten cents (10¢) additional per hour. All certifications must be current to be compensated. It is the responsibility of the employee to provide certification documentation prior to expiration of the certification.

33.34 Work Assignments

Relief Driver Assignment

A driver prior to the start of a school year may elect to function as a Relief Driver. Also any Bus Driver shall be allowed to give up their regular bid route and work as a Relief Driver at that driver's option but only once a school year.

A driver may request to go from full-time to part-time or part-time to full time, but only once a school year. If granted, it must be by mutual agreement between Management and the Union.

In both of the above, written notification shall be given to Management and the Union.

Drivers without bid rights shall not be assigned (or offered) relief work outside their normal hours of availability. It is also understood these employees will be available five (5) days per week, Monday through Friday.

In all situations where Relief Driver(s) are to be assigned routes, the most senior driver(s) who does not have a route at the time the route is to be driven (assigned) shall be assigned the route. Routes will not be split when calculating total hours. When calculating hours for assignment, the first three AM stand-by duties will be considered as three (3) hours, all others will be considered two (2) hours. The Relief Driver(s) who have been assigned the route(s) shall remain on the route(s):

- (a) until the regular driver returns.
- (b) until the Relief Driver bids off the route.
- (c) until the Relief Driver has an interruption of service for more than one (1) actual work day.
- (d) until the Relief Driver surrenders a long-term assignment.

Long-term assignments for the purpose of this article are when an employee has been absent for more than five (5) consecutive days for any reason, or Management has advanced notice that the employee may be off more than five (5) consecutive days. The long-term assignment may be surrendered according to the following procedure:

1. Relief Driver is assigned the route.
2. Relief Driver elects to surrender the route.

3. The long-term route will then be offered to every Relief Driver from the top of the substitute list to the bottom of the list.

4. The driver that accepts the route will keep the route until the regular driver comes back.

5. In the event nobody wants the route the bottom probationary driver will be assigned the route. If there are no probationary drivers then the bottom seniority Relief Driver will be assigned the route.

6. As in the past on days when there is not enough work for the regular Relief Drivers (those that have completed their ninety (90) days) the probationary drivers work will be pulled up to the regular drivers.

7. In the event there are no probationary drivers this practice would be discontinued.

The first day a Relief Driver is absent, pay (if appropriate) will be based upon their assigned route. Additional days shall be paid (if appropriate) based upon the average hours worked for the preceding five (5) days that work was available to the employee, but not including the first day off. Holidays and vacations shall be considered as days worked for purposes of this article. This is how Relief Drivers will be paid for all days off work such as personal leave, calamity day, holiday, vacation and sick leave.

The Toledo Public Schools recognizes the necessity of Relief Drivers. The Board shall have a goal of maintaining a pool of twenty-five (25) Relief Drivers at any one time.

Mid-Day Assignments - Eligibility List

A mid-day eligibility list shall be established by the first day of operations at the opening of school. Employees shall indicate their daily availability on the posted sheet by 8:00 a.m. When a mid-day portion of a route is available due to the absence of the regular employee for any reason, the mid-day shall be assigned to the most senior employee available by job classification. Any work assigned out of classification will be reposted the next day. Employees must perform the mid-day assigned duties on the first day of the assignment to qualify for pay. The mid-days will be assigned in this order:

- a. highest hours of work

b. long-term (more than one (1) day) if known at time of assignment

c. all other assignments will be assigned by bid seniority as close as possible to order of appearance on the daily sheet.

The driver(s) shall remain on the route until they forfeit per this Contract.

If an emergency mid-day becomes available and is assigned out of rotation (due to a lack of time to contact the next senior driver/aide), the mid-day shall be reassigned back to the driver/aide who rightfully would have been assigned the mid-day had it not been an emergency.

If a mid-day Relief Driver/Aide is absent for any reason, pay shall be based on the average hours worked (on mid-days) for the preceding five (5) days in addition to their regular route pay.

Emergency Work

When emergency work (work which does not allow agreed to procedures to be followed) becomes available it shall be assigned to the least senior available driver if the route can be completed while the employee is still on (paid) down time. If emergency work becomes available which cannot be completed by an employee on (paid) down time then, the work shall be offered to the most senior available driver. If the work has been refused by all available drivers, it will be assigned to the least senior available driver.

School Calendar Extension

If regular bid work extends into summer work as defined in this Contract it shall be offered as follows:

(1) To the regular Bus Driver/Bus Aide.

(2) The most senior Bus Driver/Bus Aide.

When a driver is assigned extra work the Union will be provided information concerning that assignment upon request.

Radio Dispatcher Substitute Assignments

There shall be three (3) Radio Dispatcher positions and the radio system shall be manned any time there are buses on the road. Hours of work shall be from 5:30 a.m. to 6:00 p.m. on normal Toledo Public Schools school days. The hours of

work for the three (3) positions will be as follows:

5:30 a.m. - 11:00 a.m. with lunch from 11:00 a.m. - 11:30 a.m.

11:00 a.m. - 12:30 p.m. with lunch from 12:30 p.m. - 1:00 p.m.

12:30 p.m. - 6:00 p.m. with lunch from 12:00 p.m. - 12:30 p.m.

Employees working as the Driver/Radio Operator shall be paid an additional five (5¢) cents per hour for that period of time that such work is being performed.

In accordance with Article 33.14, New Technology and Training, fifteen (15) Transportation Department drivers shall be trained to perform the duties of a Radio Dispatcher.

Where a Radio Dispatcher reports their intent to be absent for the entire day, a substitute will be assigned. The substitute shall be assigned both the dispatching and driving portions of the route. Where the Radio Dispatcher is off only a portion of the day, the substitute shall be assigned to that remaining portion. If a driver refuses three (3) consecutive Radio Dispatcher assignments, the driver shall be removed from the Radio Dispatcher Substitute list for the remainder of the school year.

PART VII

GENERAL

Duration and Renewal

34.00 Duration, Renewal, No Strike

This Contract shall is become **effective** ~~July 1, 2011~~ **12:01a.m. July 1 2013** upon ratification by the Toledo Board of Education and shall remain in **full force** and effect until ~~June 30, 2013~~ **its expiration at midnight, June 30, 2016**, and shall be automatically renewed from year to year for one (1) year periods unless either party gives written notice to the other party by certified mail at least sixty (60) days prior to ~~June 30, 2013~~ **June 30, 2016**, (or any annual renewal period thereafter) of its desire to amend or terminate this Contract.

There shall be a wage re-opener in the third year of the contract.

FOR THE UNION

Dave Blyth, Staff Representative, AFSCME Ohio Council 8

Julius Scallish, President, Local 272

Jim Roper, President, Local 349

Jean Ford, President, Local 840

Rebecca Braker, President, Local 2174

Cindy Zunk, President, Local 2853

FOR THE BOARD

Dr. Romules Durant, Superintendent

James Gant, Chief Business Manager

Cheryl L. Spieldenner, Chief Human Resource Officer

Michele Brown, Director, Non-Teaching/Para-Professional Personnel

Brad Aemisegger, Director, Transportation Services

Reynald Debroas, Director, Food Service and Child Nutrition

Quintin Reynolds, Director, Maintenance and Operations

Colin Pregibon, Director, Computer Services



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