COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF TOLEDO

AND

COMMUNICATIONS OPERATOR SUPERVISORS'

UNION LOCAL 2058

AFSCME OHIO COUNCIL 8
AFL-CIO

JUNE 1, 2012 – MAY 31, 2015

Table of Contents

PREAMBLE 1
2106.01 RECOGNITION 1
2106.02 CLASSIFICATIONS 2
2106.03 NONREPRESENTATION; PROBATIONARY PERIOD 3
2106.04 OTHER AGREEMENTS 4
2106.05 PART TIME EMPLOYMENT 4
2106.06 LISTING OF EMPLOYEES 5
2106.07 AUTHORIZATION CARD 5
2106.08 UNION ASSESSMENTS 6
2106.09 CREDIT UNION OR FINANCIAL INSTITUTION 6
2106.10 ADDITIONAL PAYROLL DEDUCTIONS 7
2106.11 DEFERRED COMPENSATION 7
2106.12 PLEDGE AGAINST DISCRIMINATION AND COERCION 7
2106.13 MANAGEMENT RIGHTS 8
2106.14 REPRESENTATION 9
2106.15 INVESTIGATING GRIEVANCES 9
2106.16 RIGHTS TO VISIT 10
2106.17 NO STRIKE; NO LOCKOUT; SAFE CONDUCT 10
2106.18 DEFINITION AND GRIEVANCE PROCEDURE 10
2106.19 DEFAULT 14
2106.20 COUNSELING 14
2106.21 WRITTEN REPRIMAND 14
2106.22 SUSPENSION WITHOUT HEARING 15
2106.23 PROCEDURE 16
2106.24 FAILURE TO FOLLOW PROCEDURE 17
2106.25 CLEARING OF RECORDS 17
2106.26 PARTNERS IN EXCELLENCE 18
2106.27 EMPLOYEE ASSISTANCE PROGRAM 18
2106.28 PROBATIONARY PERIOD; FRINGE BENEFITS AND EVALUATIONS 18
2106.29 CITY SENIORITY 19
2106.30 CLASSIFICATION SENIORITY 19
2106.31 SENIORITY DURING INDUSTRIAL DISABILITY 19
2106.32 SENIORITY; BARGAINING AGENT OFFICERS AND REPRESENTATIVES 19
2106.33 LOSS OF SENIORITY AND JOB RIGHTS 20
2106.34 UNIT DETERMINATION(S) 20
2106.35 LABOR/MANAGEMENT MEETINGS 21

2106.36 LAYOFF PROCEDURE 21
2106.37 VACANCIES 23
2106.38 RECALL PROCEDURE 24
2106.39 PROMOTIONS 25
2106.40 TRANSFERS; VOLUNTARY DEMOTIONS 27
2106.41 REINSTATEMENT RIGHTS 28
2106.42 ALTERNATES 28
2106.43 LEAVE OF ABSENCE WITHOUT PAY 30
2106.44 PERSONAL LEAVE UP TO FIVE DAYS 31
2106.45 PERSONAL LEAVE FROM SIX TO THIRTY CALENDAR DAYS 31
2106.46 PERSONAL LEAVE OF MORE THAN THIRTY CALENDAR DAYS 31
2106.47 FALSIFICATION OF REQUEST 32
2106.48 MILITARY SERVICE 32
2106.49 PARENTAL LEAVE 33
2106.50 SICK OR INJURY LEAVE 33
2106.51 WORK SCHEDULES 34
2106.52 DAILY OVERTIME 34
2106.53 SATURDAY OVERTIME 35
2106.54 SUNDAY OVERTIME 35
2106.55 HOLIDAY OVERTIME 35
2106.56 EXCEPTIONS TO OVERTIME GUARANTEES 35
2106.57 WORK SHIFTS 36
2106.58 WORK SCHEDULES/SHIFT WORKERS 36
2106.59 SATURDAY-SUNDAY SHIFT WORK 36
2106.60 OVERTIME; SHIFT WORK 36
2106.61 SATURDAY-SUNDAY OVERTIME SHIFT WORK 36
2106.62 OVERTIME ASSIGNMENT 36
2106.63 OVERTIME-PROBATIONARY EMPLOYEES 38
2106.64 OVERTIME-TRANSFERS AND PROMOTIONS 38
2106.65 OVERTIME REFUSAL 38
2106.66 PREMIUM HOURS 39
2106.67 OVERTIME; COMPENSATORY TIME OFF 39
2106.68 COMPENSATED TIME CONSIDERED AS TIME WORKED 39
2106.69 INJURY AT WORK 39
2106.70 PROVISIONS FOR SAFETY AND HEALTH 40
2106.71 BARGAINING UNIT WORK 42
2106.72 TRAINING AND SERVICE 42
2106.73 WORKING ABOVE CLASSIFICATION 43
2106.74 WORKING BELOW CLASSIFICATION 43
2106.75 RESIGNATION 43
2106.76 OUTSIDE EMPLOYMENT 44

2106.77 CHANGE OF NAME AND/OR ADDRESS 44
2106.78 ACCUMULATION OF SICK DAYS 44
2106.79 SICK PAY USAGE 45
2106.80 REPORTING; PROOF OF ILLNESS 46
2106.81 SICK PAY EXTENSION 47
2106.82 INJURY PAY 47
2106.83 BONUS DAYS 50
2106.84 AFSCME CARE PLAN 50
2106.85 HOSPITALIZATION-PRESCRIPTIVE DRUG-DENTAL INSURANCE 51
2106.86 PUBLIC EMPLOYEES RETIREMENT SYSTEM OF OHIO 57
2106.87 SAFETY SHOES AND GLASSES 59
2106.88 VACATION 59
2106.89 PAID HOLIDAYS 60
2106.90 FUNERAL PAY 61
2106.91 JURY DUTY/SUBPOENA RIGHTS 62
2106.92 UNEMPLOYMENT COMPENSATION 63
2106.93 EDUCATIONAL REIMBURSEMENT 63
2106.94 BASE ANNUAL SALARIES 64
2106.95 SHIFT PREMIUM 66
2106.96 SATURDAY/SUNDAY SHIFTS; HOLIDAY PAY 66
2106.97 HAZARD PAY 66
2106.98 MEAL ALLOWANCES 67
2106.99 LONGEVITY PAY 67
2106.100 TRAVEL ALLOWANCE 67
2106.101 PROFESSIONAL DEVELOPMENT ALLOWANCE 68
2106.102 TERMINATION AND SEVERANCE PAY 69
~~2106.103 SUBCONTRACTING~~ 71
2106.103 SUCCESSORS AND ASSIGNEES 72
2106.104 SAVINGS CLAUSE 72
2106.105 UNIFORM MAINTENANCE ALLOWANCE 73
~~2106.106 REOPENER PROVISION~~ 73
2106.106 LEAVE DONATION PROGRAM 73
2106.107 MID-TERM BARGAINING 75
2106.108 TERMINATION 75

PREAMBLE

The City of Toledo has entered into this Agreement with the Supervisory, Technical and Professional Employees Local No. 2058 Communications Operator Supervisors and Ohio Council 8 of the American Federation of State, County and Municipal Employees which has as its purpose the promotion of harmonious relations between the City and the Employees in the classifications included herein; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The provisions of this Agreement have been negotiated in ordinance form and ~~have been~~ **will be** enacted into Ordinance by the Council of the City as certain section of Title I of Chapter 2106 of the Toledo Municipal Code.

2106.01 Recognition

A) The City agrees to recognize the Supervisory, Technical and Professional Employees' Union Local 2058 Communications Operator Supervisors as certified by the State Employment Relations Board on July 31, 2008 in Case Number 08-REP-06-0099, and Ohio Council 8 AFSCME (AFL-CIO) as the sole and exclusive bargaining agent for the employees of the City working permanently or provisionally in the classifications that are listed in Section 2106.02 in all matters regarding wages, hours of work, and all other conditions of employment.

B) The City will inform the Union of the creation, reclassification, reorganization, or addition of classifications or positions which may appropriately be added to the bargaining unit. The City will also inform the Union of the proposed removal from the certified bargaining unit of classifications or positions which are reclassified and of class titles which are unused. The parties shall discuss and seek agreement over any such changes in the bargaining unit as referred to above. The City will inform the Union of positions which are reclassified and of class titles which may not be utilized.

~~Positions/classifications not utilized shall remain in the bargaining unit forever "and a day", and subject to utilization at later dates when funding or a need for the position arises.~~

If mutual agreement is reached, the parties shall make a joint submission to the State Employment Relations Board to amend the certification of the bargaining unit as agreed. If the City and Local 2058 cannot reach a mutual agreement relative to Local 2058's representation of these classifications or positions within thirty (30) calendar days, then the matter shall be referred to the Step 2 level of the grievance procedure established herein. If the parties cannot reach agreement then no later than ninety (90) days after the position has been placed in the unit determined by the employer, the parties shall jointly submit the dispute to SERB for resolution. This would not preclude the parties from reaching agreement while the matter is pending before SERB.

If the Employer places any such position/classification in the exempt service **or safety forces** and SERB places it in Local #2058, the City will pay one-half (½) of back dues, or one-half (½) of Fair Share fees and the employee will pay the other one-half (½) of the back union dues, or

one-half (½) of the Fair Share fee, if applicable. The employee payments hereto shall be applied over two (2) pay periods except where the back payment is for (6) six or more months, in which case four (4) pay periods shall apply. The employer payments will be paid to Local #2058 within thirty (30) days of the determination by the parties or by SERB.

2106.02 Classifications

A) The positions included in the Bargaining Unit are as follows:

Classification	Salary Group
Supervisor - Communications	11

B) The positions excluded from the Bargaining Unit are as follows:

1) All employees in classifications and positions in the Mayor's Office; City Auditor's Office; Department of Human Resources; the Financial Analysis Section; the Word Processing Section; the Department of Law; and the Clerk of Council Office.

2) Also excluded are all City employees in managerial, supervisory and confidential positions.

3) Also excluded are all City employees in classifications and positions in the bargaining unit represented by Toledo City Employees' Union Local 7, American Federation of State, County and Municipal Employees AFL-CIO and Ohio Council 8, American Federation of State, County and Municipal Employees, as recognized in Case No. 84-VR-07-1584.

~~4) Also excluded are all employees in the Toledo City Employees' Union Local 7, Toledo House of Correction and Toledo District Board of Health bargaining units as recognized in Case Nos. 84-VR-07-1545 and 84-VR-07-1546.~~

4) Employees of AFSCME Local 2058 not covered by the terms of this Collective Bargaining Agreement.

5) Also excluded are all employees employed in the Division of Solid Waste and the Division of Water Reclamation in classifications and positions represented by Teamsters Local 20.

6) Also excluded are all employees in positions and classifications in the Department of Fire and Rescue and in the Department of Police represented by the Toledo Police Patrolman's Association, the Toledo Police Command Officers' Association, the Toledo Fire Chief Association, and Toledo Fire Fighters' Local 92.

C) The classifications and positions listed as excluded and included in this section shall be amended at the time successor collective bargaining agreements are bargained to reflect the changes affected pursuant to Section 2106.01, "Recognition".

D) The City of Toledo agrees to discuss all changes in job titles, class specifications or reclassifications of positions with the Bargaining Unit prior to submission to the Toledo Civil Service Commission. Where agreement cannot be reached on the changes requested, both sides will be present at the Civil Service Commission meeting to present their arguments.

E) Administrative Policy #20, promulgated out of the Mayor's Office, as revised, will define the policy and procedure to govern not only the review and appeal of classification and evaluation of positions, but also the maintenance of the classification and compensation plan.

The compensation evaluation review committee established pursuant to AP #20 to determine pay grade assignments appropriate to positions and classifications, shall include two (2) Local 2058 representatives (one (1) regular and two (2) alternates) when Local 2058 positions are at issue. Local 2058 shall designate these representatives. The alternate shall serve in the absence of the regular or where a position being reviewed is in the regular representative's division. The regular and the alternate shall be from different divisions and shall serve for a minimum of one (1) year before replacements are named by Local 2058.

Information provided to any committee members and discussions held by the committee shall remain confidential and shall not be discussed with others.

~~F) Classification Consolidation - This Committee may review classification titles within the Bargaining unit with the intent to consolidate classifications wherever possible and reasonable. This Committee will focus on the merger of classifications within the same salary group(s). It is not the intent of this Committee to decrease any employee's pay as a result of the classification merger. This Committee's review shall be based upon the knowledge, skills and abilities contained in the job classifications.~~

~~Any reclassification proposed as a result of this study must be by the mutual agreement of the City and the Union. Once an agreement has been reached on the consolidation of titles, the City shall develop the resulting class specifications for the new classification, defining the position, providing examples of duties, knowledge, skills and specifying minimum requirements. All current Local 2058 employees serving either provisionally or permanently in a classification that is consolidated will be deemed to be qualified for the new classification.~~

~~G)~~**F)** Employees in classifications within the bargaining unit of Local 2058 **Communications Operator Supervisors** shall be paid in the salary group to which the classification is assigned in accordance with the salary as set forth in Section 2106.94 (Base Annual Salaries) through Section 2106.102 (Termination and Severance Pay).

2106.03 Nonrepresentation; Probationary Period

Employees in classifications within the bargaining unit of Local 2058 Communications Operator Supervisors shall be represented by the Union once they have satisfactorily completed four hundred eighty (480) actual work hours of their original probationary period as established in Section 2106.28; except representation shall not be provided in matters relative to removal or discipline until satisfactory completion of the full probationary period.

2106.04 Other Agreements

The City shall not negotiate nor make any collective bargaining agreement or contract with any of the employees working in classifications covered herein individually or collectively. Any agreement entered into between the City and employees covered herein shall be through duly authorized representatives of the Union. Any other agreements shall be of no effect.

2106.05 Part Time Employment

When it is determined that a new permanent part time position is required within a division, the City and the Union will meet and review this matter. In the event a dispute exists over the number of hours sought or duties not consistent with the assigned classification, the parties will move the matter to Labor/Management Meetings, Section 2106.35, for resolution. If the matter is not resolved at the labor-management meeting, either party may move the matter to expedited arbitration, Section 2106.18.

1) Notice of moving the matter to expedited arbitration must be mailed to the opposing party not more than twenty (20) workdays following the labor-management meeting.

2) If a dispute exists, the part time position will not be filled until resolved through the expedited arbitration process.

A) A part time position is defined as not normally exceeding thirty (30) straight time hours per week, or a set number of hours less than thirty (30).

B) The city seniority, Section 2106.29, and classification seniority, Section 2106.30, shall accrue to the permanent part time employee based upon the total actual hours of continuous pro-rated service with the city.

1) Pro-rated continuous service is determined by crediting one (1) month for each one hundred sixty (160) actual hours worked by the permanent part time employee, then applied from the respective original date of employment for city seniority or the date the employee went into a given classification for classification seniority.

C) Permanent part time employees will be eligible for transfer/voluntary demotion, promotion, layoff and/or recall rights pursuant to the terms of this agreement, based on their accrued seniority and as otherwise set forth in this agreement.

D) A permanent part time employee is not entitled to the overtime guarantees set forth in this agreement until the permanent part time employee has completed forty (40) straight time hours.

E) The following benefits shall be made available to all permanent part time employees on a pro-rated basis:

1) Sick time, Section 2106.78.

2) Funeral pay, Section 2106.90.

3) Jury duty, Section 2106.91.

4) Vacation time, Section 2106.88.

5) Termination & severance pay, Section 2106.102.

6) Holiday pay, Section 2106.89

7) Educational reimbursement, Section 2106.93.

   a) No vacation pay, sick time pay, funeral pay, holiday pay and/or jury duty pay is required if such time occurs on a day the permanent part time employee is not scheduled to work.

F) Safety shoes and safety glasses shall be made available to all permanent part time employees as provided in Section 2106.87, Safety Shoes and Glasses.

G) Permanent part time employees may reimburse the city for health care benefits, Section 2106.85, on a pro-rated share of the cost through direct payroll deduction.

1) The pro-rated costs assessed to the permanent part time employee is determined by dividing the established number of straight time hours for the respective part time position by 40 (e.g. 30/40 = 75%, resulting in a 25% reimbursement, 15/40 = 37.5%, requiring a 62.5% reimbursement, etc.).

2) Any and all pro-rating within this section will utilize the calculation set forth in (g)(1) above, unless specified otherwise.

2106.06 Listing of Employees

The City agrees to furnish the Union, an up to date list at no cost, on a quarterly basis, a list of all employees in the classifications included in the bargaining unit indicating the starting date of employment in the unit to which the employee was assigned.

The employer shall also provide updated lists, when the need arises, to the President of the Union, or his designee within ten (10) working days.

When the City's personnel records are automated or available in a fashion which will allow inquiries, the City will make reports available to the Union upon a reasonable advanced request.

2106.07 Authorization Card

The City agrees that payroll deductions shall be made in accordance with the dues authorization card submitted by the Union and the City shall comply with the provisions of said authorization card for all employees who have signed the card. The City and the Bargaining Agent both recognize the authorization card as a matter between the Bargaining Agent and its members; therefore, any dispute between the parties to said authorization card and any findings against

either party as a result of such dispute and/or litigation shall not be the responsibility of the City. Occurrences of late processing of authorization cards, when brought to the attention of the Department of Human Resources, will be dealt with promptly.

2106.08 Union Assessments

In recognition of AFSCME Local 2058's services to the Bargaining Unit and to promote harmonious and stable relationships between the Bargaining Unit and the City, employees within the Bargaining Unit shall, within thirty (30) days of this agreement, sixty (60) days after their date of hire, or forty-five (45) days of their promotion into the unit, whichever is later, either become members of AFSCME Local 2058 Communications Operator Supervisors or share in the financial support of AFSCME Local 2058 Communications Operator Supervisors by paying to Local 2058 a service fee not to exceed the amount of dues uniformly required of members of Local 2058.

A) The City will deduct any arrears in unpaid Union dues, initiation fees and equal assessments owed to the Union, if, and only if, the City has made an error in failing to deduct such dues, fees or equal assessments during a former payroll period. The City will also deduct current Union dues, initiation fees and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deductions shall be made from all paychecks of the month for which current dues (payable in advance) and any initiation fees or service charges are due the Union. The City further agrees to remit to the Secretary-Treasurer of the local union or the Comptroller, AFSCME Ohio Council #8, 6800 N. High Street, Worthington, Ohio 43085, of the Union, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein before the fifteenth (15th) day of that month.

B) The Union will establish a rebate procedure for fees deducted from non-members of the Union in accordance with Ohio Revised Code 4117.09.

C) The Union shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with the provisions of this section. In the event that the City is held responsible for the repayment of monies paid to Local 2058 pursuant to this section, Local 2058 to the extent of those funds actually received, shall reimburse same to the City and/or the designated employees involved.

2106.09 Credit Union <u>or Financial Institution</u>

The City shall deduct from the paychecks of employees, who have given written authorization, any monies earned to any authorized Credit Union, **<u>or other financial institution</u>** and remit same to such authorized ~~Credit Union Office~~ **<u>financial institution</u>**.

The City agrees to continue its current direct deposit program for employee paychecks. The employee may choose to receive a paper check or elect direct deposit of his/her paycheck. In order to elect direct deposit, the employee must give written authorization to the City for direct deposit to any authorized credit union or bank eligible to receive automated clearing house (ACH) direct deposit and follow the procedures for direct deposit as provided by the City.

2106.10 Additional Payroll Deductions

The City shall deduct from the paychecks of employees giving written authorization such sums specified for the following programs:

- Community Shares
- U.S. Savings Bond Program
- United Way Payroll Deductions Program
- Public Employee Organization to Promote Legislative Equality (P.E.O.P.L.E.)

The City shall remit such withholdings to the proper authorities. Should the City make available additional credit unions or other financial services, these services will be made available to Local 2058 members.

2106.11 Deferred Compensation

The City shall make available during the term of this agreement the opportunity for all employees who have completed the probationary period to participate through payroll deduction in a Deferred Compensation Plan (Section 401-K Plan or Section 457 Plan) developed and administered by a provider designated by the City.

2106.12 Pledge Against Discrimination and Coercion

A) The provisions herein shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual preference, or political affiliation. The failure of the City to apply provisions herein without discrimination, when brought to the attention of the Bargaining Agent, shall be subject to the provisions of the grievance procedure. It is the intent of the parties to provide a work environment free from any sexual harassment.

B) Particularly, it is the express intent of the parties that this agreement shall not be interpreted in such a manner as to cause or constitute a violation of any law, specifically including Title VII of PL-88-352, as amended, known as the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, and the Civil Rights Act of 1991.

~~C) Further, it is the intent of the parties to abide by the policy against sexual harassment as set forth by the City of Toledo.~~

C) **Further, it is the intent of the parties to abide by the policies against: sexual harassment as set forth in Administrative Policy and Procedure #34; racial, ethnic and religious harassment as set forth in Administrative Policy and Procedure #46; discrimination based on HIV and AIDS as set forth in Administrative Policy and Procedure #47; disabilities under the Americans With Disabilities Act as set forth in Administrative Policy and Procedure #48; workplace violence as set forth in Administrative Policy and Procedure #51; and health information privacy as set forth in Administrative Policy and Procedure #58 HIPPA Policy and Procedure, provided, however, that any remedy for violation of this policy shall be as set forth therein or provided by law.**

D) All references to employee(s) in this Title designate both sexes.

E) The City agrees not to interfere with the rights of employee(s) to become members of the Bargaining Agent, and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any legal employee activity in an official capacity on behalf of the Bargaining Agent.

F) The Bargaining Agent recognizes its responsibility and agrees to represent all employee(s) in the Bargaining Unit without discrimination, interference, restraint, or coercion. The Bargaining Agent agrees not to intimidate or coerce any employee in an effort to recruit membership in the Bargaining Unit.

G) Both parties recognize the need for an Affirmative Action Program and agree to cooperate in the implementation of the program of the City as established by ordinance and administrative regulation.

H) Employees will be permitted to use the FMLA provisions of Administrative Policy #52 on the first day of their approved leave. This section will be uniformly applied.

2106.13 Management Rights

Except as specifically limited by the express provisions of this agreement, nothing herein shall be construed as delegating or acquiescing to others the City's right of management and direction of the working force, including but not limited to the right to:

1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2) Direct, supervise, evaluate, or hire employees;

3) Maintain and improve the efficiency and effectiveness of governmental operations;

4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6) Determine the adequacy of the work force;

7) Determine the overall mission of the employer as a unit of government;

8) Effectively manage the work force;

9) Take actions to carry out the mission of the public employer as a governmental unit.

2106.14 Representation

The Bargaining Agent shall be represented by a reasonable number of authorized employee representatives in each Department, and shall furnish the names of these authorized employee representatives to the Department of Human Resources and the appropriate Department and Division Heads.

For purposes of this agreement the term "employee representative" means an elected or appointed official of Local 2058 Communication Operator Supervisors who is a paid employee of the City, and/or a Union Staff Representative.

The Union may conduct a monthly unit meeting of bargaining unit members for a period of thirty (30) minutes. The meeting will be held at a unit work site at a mutually agreed time. The meeting will be for the purpose of conducting Union business as well as discussions with management may be held on items of mutual interest and concern.

~~For purposes of contract administration by Local 2058, the President and Chief Steward shall utilize whatever time is reasonably necessary for contract administration, grievance proceedings, and related functions. The President shall advise his Division of being on Union business. The Chief Steward will report to his work location at the beginning of each workday and then proceed to his functions and duties as Chief Steward.~~

The President and Chief Steward shall be provided release time for contract administration and grievance or disciplinary procedures. The President and Chief Steward shall report to his or her work location at the beginning of each workday. They shall advise his or her Division or Department of the necessity to leave the work location for Union business, either at the beginning of the workday, or throughout the course of the workday.

In the event the President or Chief Steward need to be absent on Union business at the beginning of the workday, they shall advise their Division or Department of the necessity to be absent as soon as they are aware of the need to be released prior to their absence.

The City shall provide the Union President and Chief Steward with a list of persons and contact information who can be contacted in order to report the need for Union release.

The Local 2058 Executive Board shall be released for two and one-half (2.5) hours on a monthly basis to be scheduled at the end of the work day.

The City shall not unreasonably withhold release time.

2106.15 Investigating Grievances

The Employee representatives and/or officers shall be permitted reasonable time to investigate and process grievances and conduct other necessary business during working hours. The employee representatives shall notify their immediate supervisors that they are leaving their jobs to handle a problem and shall indicate when they expect to return. They shall then report when

returning to work. The form designated by the parties shall be utilized for these purposes by all representatives and by all officers except the President and Chief Steward.

Whenever possible, time shall be taken at the beginning or the end of the workday unless an emergency necessitates the time be taken during the workday.

The parties agree that there shall not be any abuses, or interferences, against the other party, regarding this Section 2106.15, Investigating Grievances and any cited abuses shall be documented to the Union.

2106.16 Rights to Visit

An authorized representative of the bargaining agent shall have the right to visit the premises at any time during working hours for the purpose of investigating current working conditions and compliance with the terms herein, provided such representative reports to an official of the City upon entering the premises and such visit is made in such a manner as to not disrupt the City operations.

2106.17 No Strike; No Lockout; Safe Conduct

A) The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union and the City, therefore, agree there shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interferences with the delivery of services to the public.

B) The bargaining agent representative has no authorization to take strike action or any other action interrupting the City's operations, and the City will not engage in a lockout of the employees so long as this Agreement remains in effect.

C) Communications Supervisors may be required to go through picket lines where an emergency requires them to do so to protect the public health, safety and welfare. In those circumstances the Union and the City agree that said employees shall not be considered strikebreakers and the Union and the City shall make every reasonable effort to properly protect them from any possible bodily harm.

2106.18 Definition and Grievance Procedure

A grievance is a dispute between the parties over and including the application, meaning or interpretation of this Contract.

It is the mutual desire of the City and the Union/Bargaining Agent to provide for the adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedule. Whereas grievance and payments shall be made the first pay period following the settlement, unless otherwise negotiated as part of the settlement the award should specify the amount to be paid to the individual(s). An award may be made in compensatory time at the employee's discretion, if so specified in the grievance. Every reasonable effort shall be made by

both the City and the Union/Bargaining Agent to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, this procedure shall be followed:

FIRST STEP:
A) It shall be the duty of both sides to strive to settle all grievances in the first step. When an employee has a grievance, the employee along with the Employee Representative shall verbally attempt to resolve the problem. The grievance must be brought to the attention of the employee's immediate supervisor within seven (7) work days in the Communications Unit of the employee having gained knowledge that a grievance exists. Such knowledge will be presumed to exist at the time of the alleged contract violation, unless the employee with reasonable diligence could not have discovered the alleged infraction. The Employee Representative and the employee shall meet and discuss the grievance verbally with the employee's immediate supervisor, and shall try to verbally resolve the grievance satisfactorily to both sides. If the grievance can be resolved at this point, then the supervisor and the Employee Representative shall reduce the grievance and the answer to writing and the Employee Representative, the employee, and the supervisor shall sign the grievance report.

B) In the event that the grievance is not settled then the Employee Representative shall reduce the grievance to writing within seven (7) work days in the Communications Unit and present it to the Division Head, Executive Director, or Agency Head. The Division Head, Executive Director, or Agency Head, or the designee thereof, may at her/his option conduct a hearing on the grievance. If so, the hearing will be scheduled within seven (7) work days in the Communications Unit with a written decision by the Division Head, Executive Director, or Agency Head, or the designee thereof required in seven (7) work days in the Communications Unit following the day of the hearing. If no hearing is set, a written decision shall be issued within seven (7) work days in the Communications Unit of the submission at the First Step.

If the written response of the Division Head, Executive Director, or Agency Head, or the designee thereof does not settle the grievance, then the grievance containing the response of the Division Head, Executive Director, Agency Head, or the designee thereof, shall be delivered to the Union/Bargaining Agent for further handling.

Grievances originally filed at the Division Head, Executive Director, or Agency Head level, or at the Step 2 level must also be filed within ten (10) work days as set forth above.

SECOND STEP:
C) If the grievance is appealed to the Second Step, then it must be delivered to the Department of Human Resources within ten (10) work days after the written answer was presented to the Union/Bargaining Agent in this step of the Procedure. If the Department of Human Resources desires to conduct a pre-hearing settlement conference with the Union before the Second Step hearing is held, same shall be scheduled at a mutually agreeable time in advance of the scheduled hearing date.

The Union/Bargaining Agent and the Employer and/or persons designated by them shall hold a meeting at a mutually agreeable time within twenty (20) work days after the grievance has been referred to them for the purpose of attempting to resolve the matter. Within seven (7) work days in the Communications Unit after such meeting is held, the City shall advise the

Union/Bargaining Agent as to the decision of the Employer on the matter. In the event that the grievance is still not satisfactorily settled, then the Union/Bargaining Agent shall have the right to appeal the grievance to the next step.

THIRD STEP - MEDIATION:

D) With mutual agreement, mediation may be utilized by the parties when Step Two of the grievance process does not produce a mutually acceptable resolution. Either party may request to mediate by providing a written request to the other party within fifteen (15) work days of the Step Two answer. If the City and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) work days of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration shall commence on the day the refusal notice is received.

The parties agree to use the services of a mutually agreed upon mediation service such as the Federal Mediation Conciliation Service (FMCS). Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, Chief Steward or a steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The city may be represented by an equal number of representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference with the stipulation that the mediator may receive a copy solely for the purpose of statistical analysis.

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.

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 the grievance.

If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion unless both parties agree that no opinion shall be provided. The mediator shall state the grounds for their advisory opinion. The advisory opinion of the mediator, if accepted by the parties, shall not constitute precedent, unless the parties otherwise agree. If either party requests, the settlement will be reduced to writing and signed by the parties.

If no settlement is reached at mediation, the parties are free to arbitrate. If the parties do not accept the advisory opinion, the union may appeal the grievance to arbitration. All applicable

time limits for appealing a grievance to arbitration in this collective bargaining agreement shall commence on the day the advisory opinion is issued.

In the event that a grievance that has been mediated subsequently goes to arbitration, no person serving as a mediator may serve as the arbitrator. Nothing said or done by the mediator may be referred to at the arbitration.

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

Any fees or expenses associated with the mediation conference shall be shared equally by the parties.

FOURTH STEP - ARBITRATION:
E) If it is the decision of the Union/Bargaining Agent to submit the grievance to arbitration, then the Union/Bargaining Agent shall so notify the City in writing within ten (10) workdays after the answer to a previous step has been received.

1) EXPEDITED ARBITRATION: The City and the Union/Bargaining Agent agree to maintain a list of seven (7) arbitrators who shall serve on a rotating basis to hear the cases which the parties mutually agree to submit to expedited arbitration during the term of this Agreement. All arbitrators on this panel shall be mutually selected from a listing requested from the Federal Mediation and Conciliation Service. The arbitrator shall schedule a hearing date within thirty (30) calendar days of the submission to arbitration and shall render a decision within thirty (30) calendar days of the conclusion of the hearing.

2) FULL ARBITRATION: The City and the Union/ Bargaining Agent also agree to maintain a list of seven (7) arbitrators who shall serve on a rotating basis to hear the cases which the parties mutually agree to submit to full arbitration during the term of this agreement. Cases submitted to full arbitration shall be heard by an arbitrator selected from a panel of arbitrators requested from the Federal Mediation and Conciliation Service. If a panel is requested, the arbitrator shall be selected by alternate striking of names.

3) GENERAL PROVISIONS:

   a) The parties shall meet in advance of all scheduled arbitrations to exchange witness lists, documents, and other relevant information, and then to determine the possibilities of settlement.

   b) Arbitrators selected by the parties shall not amend or delete the provisions of this agreement.

   c) The fees and expenses of the arbitrator shall be shared equally. Costs for a court reporter and transcripts shall be shared equally if the arbitrator receives a copy of the transcript. All other expenses for witnesses or otherwise shall be borne by the party

incurring the costs. However, any City employee called as a witness by either side will continue to receive their regular rate of pay while attending such hearing, not to exceed the normal eight (8) hours they would have worked.

d) Only Local 2058 may decide to appeal a dispute to arbitration.

F) The Union shall develop a system of logging, numbering, and transferring grievances.

For the purpose of this section, the term 'days' is defined as Monday through Friday, excluding holidays.

2106.19 Default

In the event that the City fails to answer a grievance within the time required at any step of the grievance procedure or if the bargaining agent fails to appeal the answer given to the next step of the grievance procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted and the appropriate remedy implemented. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievance unless mutually negotiated otherwise. Time limits may be extended by mutual agreement.

2106.20 Counseling

When it becomes necessary to counsel an employee, it shall be done in private and in a manner which will not cause embarrassment. It is the intent of the city that counseling be used as a productive matter rather than a punitive measure.

Please note that counseling is still an important and necessary tool under the Local 2058 agreement. Counseling is intended to be corrective rather than punitive and should be used to call attention to proper procedures and expectations.

Copies of counseling shall be maintained in the files at the Division and the Department of Human Resources, and no additional copies of Counseling will be distributed.

If an employee requests to have a steward present during a counseling, every effort will be made to accommodate the request.

2106.21 Written Reprimand

The Division or Department Head may at their discretion issue a written reprimand to an employee. Written reprimands may be given when an employee has not responded to counseling or when the employee's actions are such that counseling is considered inappropriate. A written reprimand is a warning that additional unacceptable behavior may result in more severe disciplinary action under Section 2106.23, Procedure but is not a prerequisite to action under Section 2106.23 Procedure. The following procedure must be followed when issuing a written reprimand:

A) The employee will be notified in writing of the pending charges and the date, time and location of the meeting to discuss the infraction. It should be done in a private manner which would not cause embarrassment to the employee.

B) The Local 2058 President**, Vice President, or Chief Steward as designated by the Union President** ~~or a designee~~ shall be notified of the meeting at which the written reprimand is to be discussed and served. Preferably the meeting should occur within five (5) workdays after knowledge of the infraction is gained; but in no case more than ten (10) workdays thereafter.

C) The Union President, **Vice President, or Chief Steward as designated by the Union President** ~~or a designee~~ is to be present along with the employee, the division head and any other necessary management personnel. The employee may not waive the presence of the Union President**, Vice President, or Chief Steward as designated by the Union President** ~~or a designee~~.

D) Written reprimands may be appealed to Step Two of the grievance procedure. A meeting to review the matter is to be held within ten (10) workdays, with a decision due within five (5) days thereafter. No further appeal is permitted.

E) The reprimand shall be removed after twelve (12) months. If another reprimand is issued to that employee within one (1) year thereafter, that reprimand and any reprimands thereafter shall remain on record for sixteen (16) months.

2106.22 Suspension Without Hearing

No employee shall be suspended from the service of the City without first having been afforded a hearing by a representative from the Employer.

An employee may be suspended pending a hearing only where the charges are theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during working hours, the use of alcoholic beverages or abusive drugs during working hours, physical violence, offenses involving gross misconduct, or gross insubordination.

However, where an employee is suspended under this provision, the President of the Union**, Vice President, or Chief Steward as designated by the Union President** ~~or designee~~ must immediately be notified and a reasonable effort shall be made to have a Union Representative present for the suspension. A hearing before the Employer's designee shall be held prior to the end of the third regularly scheduled work day at a time mutually agreed upon.

Where the parties agree, the sole purpose of the hearing will be to establish whether sufficient cause exists to continue the suspension until a full hearing as provided in Section 2106.23, "Procedure" is held and a determination there under rendered. If the designated hearing officer continues the suspension, a full hearing shall be held within ten (10) workdays following the return to work hearing, unless the parties have mutually agreed to extend the required time frames for this hearing.

2106.23 Procedure

A) When an employee is to be disciplined the Division Head or Department Head shall have the charges against the employee reduced to writing, the original copy to be served on the employee and a copy provided to the Union President or his designee. The Union President shall make every effort to be available for the serving of the charges. If the Union President is absent from work, the copy will be provided to the Vice President, Chief Steward, or the Recording Secretary. The City shall serve a copy of the charges to the Union President or a designee at the address, fax, or e-mail address designated by the Bargaining Agent and this shall constitute service. ~~The City agrees to maintain a telephone line for the City/Union fax machine, so long as the machine is housed in a City facility.~~

The 911 Communications Bureau shall notify the Local 2058 Union President or Chief Steward when a non-criminal investigation begins of a possible infraction. In no case shall the notification be more than five (5) work days after the Bureau's knowledge. This notification cannot be brought up at the disciplinary hearing as an issue of failing to follow procedure.

Charges must be brought within fifteen (15) workdays of the Bureau notifying the Union that an investigation has begun. If the Bureau needs more time to investigate, they can request an extension in writing from the Union. If an employee's work related activities are being challenged through litigation, any disciplinary action that could be considered by the City may be deferred pending the conclusion of the litigation.

B) The hearing should be held on a date and time mutually agreed upon, no more than ten (10) work days for 911 Communications Division after the charges have been served upon the employee. In the event the hearing cannot be held because of the absence of the employee, Union Representative, or Division or Department Head, then it should be held within five (5) work days for 911 Communications Division after the return of the absent party. The City's designee shall serve as the hearing officer.

C) The employee shall have the right to be represented at such hearing by the bargaining agent. The employee representative shall have the right to attend any such hearing held where an employee included in the jurisdiction of the bargaining representative is involved. The parties will attempt on each individual case to sit down one or two hours prior to any appearance of the hearing officer, in an attempt to work out any agreements which would be acceptable to the parties, on any such discipline.

D) The City's designated hearing officer shall use a "preponderance of the evidence standard" in evaluating the evidence in support and in defense of the charges. The employee shall be presumed innocent and the burden shall be upon the City to show guilt. The employee shall further have the right to confront and question the accuser, the right to call witnesses and to examine them in the employee's behalf, the right to have all records of the employee pertinent to the charges at hand, as determined by the hearing officer, made available and the right to file a written answer to the charges.

E) If the recommendation of the City's designated hearing officer is for dismissal, suspension or demotion, then at the request of the Union or employee, the Mayor or a designee thereof shall

then hear oral arguments from the parties relative to the matter and render a fair and just decision. The parties may agree upon alternative penalties to suspension or demotion.

F) Any action taken against the employee shall be subject to the procedures of the Civil Service Commission, or Step 4 of the grievance procedure provided herein. Only the Union may appeal to Step 4 Arbitration of the Grievance Procedure.

If an employee files an appeal to the Civil Service Commission and a hearing is set, then the Step 4 Arbitration Appeal of the Disciplinary Action shall be considered settled and dismissed, the employee having elected to appeal through the Civil Service Commission under the Civil Service Rules, as provided by the Charter of the City.

2106.24 Failure to Follow Procedure

In the event the proper procedure is not followed as set forth herein, then charges against the employee will be dropped.

2106.25 Clearing of Records

~~Written reprimands shall be removed from an employee's record after twelve (12) months except where a second written reprimand has been received by the employee within one year of the first. Written reprimands shall then remain part of the employee's record for sixteen (16) months.~~

~~Minor infractions that result in suspensions shall be removed from an employee's record after one (1) year from the date of the disciplinary finding provided that no minor infractions occur in the interim.~~

~~Major infractions shall be removed from an employee's record after two (2) years from the date of the disciplinary finding provided no other major or minor infraction occurs in the interim.~~

~~Records of expunged disciplinary actions may be maintained but shall not be used as a basis for future disciplinary actions or used as basis for denial of a transfer, demotion or promotional opportunity.~~

Counseling and written reprimands shall become inactive after one (1) year from the date of the infraction provided that no minor infractions occur in the interim.

Once a counseling or written reprimand becomes inactive, said files shall be placed in a non-active status and shall not be used for the purpose of promotion, transfers or future disciplines.

Disciplinary actions other than counseling and written reprimands shall remain in the employee's file, but after a period of two (2) years may not be considered for the purpose of promotion, transfers or future disciplines.

Copies of counseling shall be maintained in the files at the Division and the Department of Human Resources, and no additional copies of Counseling will be distributed.

2106.26 Partners in Excellence

The City and the Union will meet to establish, within thirty (30) days of signing this agreement, a joint labor-management committee to study the feasibility of implementing a Total Quality Management-type or other similar system for the City's Local 2058 staffed operations.

The Union shall be represented by the President of Local 2058 and three (3) additional representatives. Should this committee decide that a T.Q.M.-type system is feasible, a steering committee consisting of the designated representatives and Quality Circle Facilitators shall meet at least monthly to implement and oversee the process.

This steering committee shall assume the functions of developing a mutually agreed upon plan. The plan is to recognize performance, determine training needs and improve the delivery and quality of services to the public.

2106.27 Employee Assistance Program

The parties agree that alcohol and other such drug dependencies are both a sickness and a social ill. The parties desire to work together to help correct the problems this may cause our employees and the City. The parties also agree on the importance of a positive and safe work environment. To assist toward that end, it is beneficial to provide a process for employees to address work or personal issues that may impact the work environment.

Therefore, the City will continue to provide an employee assistance program. Participation by employees may be on a voluntary basis, from a recommendation from supervision or required through the disciplinary process. The parties will identify in a cooperative fashion proposals and persons in need of the Employee Assistance Program both inside and outside the discipline process.

A) When an employee is required to participate through the Employee Assistance Program as a result of the discipline process, the employee shall attend that program under threat of further discipline.

Reports will be confidentially supplied to the employee's supervisor and other appropriate individuals as authorized by Human Resources so as to assure the treatment is completed.

B) When an employee is to be notified of a recommendation or requirement to participate in the Employee Assistance Program the Local 2058 President or their designee shall be directly notified prior to or concurrent with the notification to the employee.

2106.28 Probationary Period; Fringe Benefits and Evaluations

A) Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the date of hire. Newly hired

employees hired in supervisory, technical, and professional classifications shall be probationary employees for a period of one thousand two hundred (1200) actual work hours. A newly hired probationary employee shall not receive any fringe benefits during the first one hundred sixty (160) actual work hours of the probationary period.

B) Employees promoted to or within positions in the Local 2058 Bargaining Unit shall be probationary for a period of three hundred sixty (360) actual work hours. They shall be eligible for fringe benefits throughout their probationary period.

C) Employees who transfer or take voluntary demotions shall be probationary for a period of three hundred sixty (360) actual work hours.

D) The seniority date of a City employee shall be the date of the employee's appointment as a permanent or provisional employee.

E) During the probationary period, a written weekly evaluation will take place and be discussed with the employee. A standard form is to be designed by the City and the Union and used by all City employees.

2106.29 City Seniority

City seniority shall accrue to regular full-time employees of the City and shall be based upon the total length of continuous service with the City, and shall be used for the purpose of determining layoff and recall rights.

2106.30 Classification Seniority

Classification seniority shall mean a permanent Local 2058 employee with seniority in a classification based on length of permanent continuous service within a classification or like classification within the same pay group, within a Unit, Division or Agency. Such seniority shall be used for preference of vacations, bonus vacations, holidays and distribution of overtime.

2106.31 Seniority During Industrial Disability

An employee who is unable to work because of industrial (service connected) disability shall accumulate all seniority rights during this period of sickness or disability not to exceed two (2) years duration, provided the employee has not secured other full time employment during the term of this disability. This period may be extended by mutual agreement. Prior to the end of three (3) months and each quarter thereafter the City and the Union will meet with the employee to determine if the employee will be able to return to their employment.

2106.32 Seniority; Bargaining Agent Officers and Representatives

All of Local No. 2058's Officers, Divisional Representatives and Departmental Representatives shall have top seniority during their term of office in that order regardless of length of continuous service for the purpose of layoff and recall. The only exception to this section is where there is

more than one representative in a Division or Unit and there are different zones; the representatives shall exercise their seniority so that all zones will be covered.

2106.33 Loss of Seniority and Job Rights

A) The seniority of the employee shall be considered broken and the employee shall be considered terminated for the following reasons:

1) The employee resigns his position in the service.

2) The employee is discharged for just cause and the discharge is sustained.

3) After recall notice has been given to the employee, the employee fails to report for work after fourteen (14) calendar days.

4) The employee is absent of his own accord for a period of more than five (5) consecutive workdays and fails to properly notify for a leave of absence.

5) The employee fails to return at the expiration of an approved leave of absence.

6) An employee enters primary employment for another employer.

7) An employee is laid off continuously for more than three (3) years.

B) At the beginning of each year, the employer shall notify the Union in writing of all employees coming off any such list(s) that year. The City shall also provide written or fax notice to the Union weekly of any acceptances or rejections of recall.

C) When an employee loses seniority for reasons listed in 3 through 6 above, said employee shall be given written notice of the reason for such loss of seniority and shall be given the opportunity of having a hearing before such action is taken. Loss of seniority for any reason except paragraph (2) above, shall not be subject to review under 2106.23(f) Procedure; Appeal to Civil Service.

D) Notwithstanding the provisions of Section 2106.46 Personal Leave of More than Thirty Calendar Days, an employee may be granted a leave of absence without pay for a period of not to exceed two (2) years for the purpose of entering employment by a Bargaining Agent with which the City of Toledo has entered a collective bargaining agreement covering employees of the City of Toledo. This period may be extended on a year-to-year basis by mutual agreement.

2106.34 Unit Determination(s)

Unit determination shall mean an operational section within a department and/or agency based on common work interests and/or site location(s). It is the intent of the parties that unit determination(s) shall be mutually agreed to between the City and the Bargaining Agent. Unit determinations shall be made within sixty (60) days after the commencement date of this agreement.

2106.35 Labor/Management Meetings

In the interest of promoting a cooperative, participatory work environment, the City and the Union agree to meet bi-monthly to discuss issues of mutual interest. The meetings shall be held during the workday at a time and location of mutual agreement. The meetings shall be held on the first Tuesday of every other month, unless re-scheduled by mutual agreement. The Union President and the Director of Human Resources shall prepare a meeting agenda prior to the meeting date. The Union shall be represented by the President, staff representative and two other members identified by the President. The City shall be represented by the Director of Human Resources, one Senior Employee Relations Specialist and two representatives from the City's operating divisions.

The focus of the meetings will be to seek mutual resolutions of problems, to improve the work environment and to reduce the necessity to pursue grievances.

2106.36 Layoff Procedure

A) The City of Toledo will notify the Union a minimum of thirty (30) days prior to the effective date of layoffs that the elimination of positions has become necessary. Every effort will be made to provide up to forty-five (45) days notice where the City is aware that layoffs will be necessary and such notice will not delay the layoff process or cause greater budget cuts to occur.

Twenty (20) days in advance of layoffs the parties shall meet to review the City's list of funded vacant positions in the Local 2058 Bargaining Unit with the intent of employees whose positions are selected for elimination by the City assuming vacancies in the same classification or the same, higher, or lower salary group for which they qualify. Accordingly, five (5) workdays prior to the scheduled layoff date, employees whose positions are to be eliminated shall review the list of available vacancies and designate their choice among funded vacant positions for which they qualify and will move into their "displaced" position on the effective date of the layoff. An employee who has received a notice of layoff or is subsequently displaced shall have the right to accept the layoff without repercussion.

B) For purposes of determining the right of an employee to bump another employee, if the employee was hired directly into the Local 2058 jurisdiction then he shall have no right to bump other employees in another Bargaining Unit. If the Local 2058 employee was promoted to the position, then he shall have the right to bump back to a position in the Bargaining Unit from which he was promoted, provided the City of Toledo and Union are able to negotiate such an agreement with the corresponding Bargaining Unit(s) who has successfully challenged this provision.

1) Employees promoted from Local 2058 into the Exempt Service and whose position is being eliminated, shall have the right to assume vacancies in the Local 2058 Bargaining Unit based upon total City seniority provided no current employee from within the Local 2058 Bargaining Unit qualifies for the vacancy.

2) Employees within the Local 2058 Bargaining Unit will go through the layoff/displacement process prior to city employees who have secondary layoff rights, from the exempt or unclassified service.

C) When it is necessary to reduce the work force for lack of work or for other legitimate reasons, any temporary, provisional, part-time or probationary employee in the classification affected shall be laid off before any permanently certified employee is laid off. In making a layoff of permanently certified employees, the employee to be laid off shall be the one with the least amount of continuous service with the City.

D) This section shall first be subject to the provisions of Section 2106.32 Seniority; Bargaining Agent Officers and Representatives, which establishes top seniority, then to the provisions of Section 2106.29 City Seniority. An employee laid off shall have the right to accept the layoff without repercussions or assume another city position in accordance with the following procedure:

First: Employees must accept funded vacant positions within the Local 2058 jurisdiction within the same classification, within the same or lower salary group, or in a higher salary group if there is no established eligibility list, and there are no Local 2058 employees with recall rights to the higher classification, and provided employees conform to the provisions listed in this section.

Second: The employee shall have the right to displace the employee in the same classification with the least amount of continuous service with the City.

Third: The employee must accept a funded vacant position within the Local 2058 jurisdiction within a lower salary group if there are no Local 2058 employees with recall rights to that position, and provided the employee conforms to the provisions listed in this section.

Fourth: The employee shall displace the employee in the same salary group who has the least amount of continuous service with the City, provided the affected employee has performed in that classification and meets the minimum requirements for the classification and has the ability to perform the duties of that position.

Fifth: The employee shall drop one or more salary groups and displace the employee in the lower salary group who is working in a classification that the employee has performed and meets the minimum requirements for the classification and has the ability to perform the duties of that position.

Sixth: Notwithstanding the above procedure, an employee will be allowed to displace an employee in a classification he has not performed if that classification is in a logical progression from his present classification and a former classification that he has held. Again, the employee must meet the minimum requirements for the classification and have the ability to perform the duties of the position.

Seventh: The definition "performed in the classification" will include employment outside the City and related employment within the City where documentation has been submitted to the Employer. An individual approved must be able to perform the duties of the position. Employees should update their employment folders with the City. Such documentation may also include certification of licenses; on-the-job training, seniority at different and various tasks for the City.

Eighth: This process shall repeat itself until the employees having the least amount of seniority within the affected classes have been displaced by employees with greater seniority who have met the conditions set forth above.

Ninth: In the event there are any seasonal employees working anywhere for the City, permanent, provisional or part-time employees who have been laid off as a result of this procedure shall have the option of taking those positions by seniority provided they have the ability to perform the duties of such positions or they may choose to take the layoff without repercussion.

E) An employee assuming a vacancy in a higher salary group under Part D)First above shall be provisionally appointed to such vacancy. The employee shall be paid at the full rate instead of the start rate for purposes of this paragraph only. The employee shall become permanent in accordance with Section 2106.39, "Promotions", herein and the Civil Service Rules. If an eligibility list is established before the employee becomes permanent and the employee does not place within appointing range, the employee shall return to a vacancy in their original classification, if available, or shall exercise their bump rights from the original classification.

F) An employee who is deemed unsatisfactory in a different classification during the first thirty (30) work days after their layoff shall re-bump from their original classification prospectively from the date of their re-bump. An employee who of their own volition desires to vacate their position assumed through layoff during this thirty (30) day period may only assume a vacancy and shall not be entitled to re-bump.

G) The City will provide the Union with a list of the positions which were eliminated and displaced and/or laid off employees within thirty (30) days following this process.

2106.37 Vacancies

A) The priority for filling any vacancy shall be established under the following system:

1) Recall of permanent employees who are laid off in accordance with established procedures.

~~2) Transfer (refer to 2106.40)~~

~~3)~~**2)**Provisional appointment (refer to 2106.39)

~~4)~~**3)**Promotion from the appropriate eligibility list (refer to 2106.39.)

4) Transfer (refer to 2106.40)

5) Voluntary Demotion (refer to 2106.40)

6) Recall of classified or unclassified employees who are laid off and were previously in classified service and Local 2058 jurisdiction.

7) Reinstatement of permanent employees in conformance with Civil Service Commission rules.

~~B) If the City intends to leave the vacancy unfilled, the City shall notify the bargaining agent in writing within thirty (30) calendar days of the occurrence of the vacancy.~~

~~C) Failure of the City to fill a vacancy after sixty (60) days will preclude that position being filled on an alternate or temporary basis.~~

~~D)~~**B)**The employer shall post all vacancies. The bargaining agent, President, Vice President or their designee(s) shall receive copies of all vacancies **within ten (10) work days of the occurrence of the vacancy**. ~~Each steward shall receive a copy for each vacancy as they occur.~~

~~E)~~**C)** No appointments will be made to a position within this Bargaining Unit until the priority for filling vacancies has been exhausted herein. (refer to 2106.37)

2106.38 Recall Procedure

A) Names of permanently certified employees who are laid off shall be placed on a reemployment list for their appropriate respective classes. Names of probationary employees who are laid off shall be returned to the eligible list from which certification was made.

B) Before any funded vacancies are filled within the Bargaining Unit, the qualifications of individuals on the recall list will be reviewed to determine if they possess the necessary qualifications to fill such vacancies. The names of permanently certified employees who are laid off shall be placed on appropriate recall lists according to their City seniority. The employee with the most city-wide seniority shall be recalled first when job vacancies are to be filled or when funds and work are available. All former employees shall be recalled from layoff in the inverse order from which they were laid off, and must return to their former original positions when they become available subject to (b)(2) of this section. Permanently certified employees who are laid off under Section 2106.36 Lay Off Procedure shall remain on this list until they are returned to the division and classification they occupied just prior to the layoff, or:

1) A three (3) year period has elapsed, in which case, they will be removed from the recall list. Provided, however, employees will remain on this list for return to the division and classification they were in prior to the lay off or displacement for an additional one (1) year.

2) Laid off employees who refuse recall to their former original positions will forfeit all further recall rights and shall be removed from the City's recall list.

3) The employee is on retirement with the Public Employees Retirement System.

4) The employee, on a voluntary basis, takes a promotion or demotion into a position covered by a different City of Toledo Bargaining Unit.

C) All laid off or displaced employees from Local 2058 positions shall be given the opportunity to fill any position for which a vacancy occurs, after the layoff or displacement, before any new employees are hired, provided that the laid off or displaced employee has the qualifications and ability to perform the duties of the vacant position.

D) Displaced employees will be personally contacted by telephone and notified of their being recalled and must accept or reject the recall within three (3) workdays. A form confirming the acceptance or rejection will be completed. An employee who cannot be contacted or an individual who is on lay-off will be sent a certified letter to their address of record in the City of Toledo personnel file notifying them of being recalled: a failure to accept or respond within ten (10) work days will result in the City recalling the next most appropriate employee.

E) The City will provide the Union with a list of the abolished positions, displaced employees and laid off employees within thirty (30) days of said process.

2106.39 Promotions

A) COMPETITIVE ELIGIBILITY LIST: When a promotional competitive list has been certified to the appointing authority, the Division Head shall afford all the employees whose names are certified from the list an interview. When the Division Head does not intend to appoint the employee who is the first on the list, then the Division Head shall inform the employee in writing that they have not been selected, and when requested, the specific reasons in writing for the employee being bypassed. **Priority for promotion shall be given to the employee within the Bureau who is in a natural progression for promotion (e.g., ~~Senior Communications Operator, or Communications Operator, or Police Communications Specialist I, or~~ Police Communications Specialist II, to Communications Operator Supervisor) who has demonstrated the ability to perform the duties in the Communications Operator Supervisor position.** ~~The parties agree that the employee who is most qualified from within the Bargaining Unit of Local 2058 and one of the top three standing highest on the competitive promotional eligibility list should be appointed.~~

1) After certification by the Toledo Civil Service Commission, the City will provide the Union President with a copy of the competitive eligibility list for classifications within this Bargaining Unit.

B) NON-COMPETITIVE ELIGIBILITY LIST: When a non-competitive list has been certified to the appointing authority, the Division Head shall afford all the employees whose names are certified from the list an interview. Where the Division Head does not intend to appoint the employee with the best structured interview, then the Division Head shall, in writing, inform the employee who ranked highest that they have not been selected. **Priority for promotion shall be given to the employee within the Bureau who is in a natural progression for promotion (e.g., ~~Senior Communications Operator, or Communications Operator, or Police~~**

~~Communications Specialist I, or~~ **Police Communications Specialist II, to Communications Operator Supervisor) who has demonstrated the ability to perform the duties in the Communications Operator Supervisor position.** When requested, the reason(s) for the non-selection shall also be provided. The structured interview results showing the ranking of those interviewed will be faxed or e-mailed to the Union President or designee prior to filling the position.

1) It is the intention of this Article that employees, upon completion of the structured interview, will remain on the list, within that department, as rated in the initial structured interview, for (12) twelve months. Priority for promotion shall be given to the employee within the Bureau who is in a natural progression for promotion (e.g., ~~Senior Communications Operator, or Communications Operator, or Police Communications Specialist I, or~~ Police Communications Specialist II, to Communications Operator Supervisor) who has demonstrated the ability to perform the duties in the Communications Operator Supervisor position.

2) If the eligibility list is extended for more than twelve (12) months, the original structured interview results may be used or new structured interviews may be conducted. Informational interviews may be conducted after the original structured interviews.

3) Employees may update their files with the Division Head and Human Resources at any time.

C) Any employee who was bypassed shall have the right to appeal directly to Step Two of the grievance procedure, Section 2106.18 for a determination as to the adequacy of the reason(s) for their non-selection. The employee shall file his grievance within six (6) workdays after having been informed of the fact that he will be bypassed.

1) Only Local 2058 may decide to appeal a dispute to arbitration.

2) When the employee has filed a grievance under this section, the position shall not be filled until the action of the Division Head has been reviewed through the grievance procedure.

D) An employee promoted to a higher classification as a result of certification from any promotional list, who is found to be unsuited for the work of the new classification or who desires to return to his former position during the four hundred eighty (480) actual work hours after completion of on-the-job supervisor training for Supervisor-Communications probationary period, shall be reinstated to their former position. If the employee's former position has been filled, the employee filling that position may be removed and reinstated to their former position, and so forth, with no loss of seniority.

E) Where a permanently certified employee in the classified service is promoted to a position in the exempt or unclassified service then the employee shall retain his rights in the Local 2058 Bargaining Unit, subject to his return under Section 2106.37, "Vacancies".

F) In the event an employee is terminated from his or her position in the exempt or unclassified service, then their name ~~shall~~ **may** be placed on the eligibility list for appointment for any position or positions in the Local 2058 Bargaining Unit they are qualified for and they ~~shall~~ **may** be considered for appointment to the next vacancy which occurs, subject to Section 2106.37, Vacancies.

G) The employer shall give notices to the President or designee of the Bargaining Agent of all such promotions.

H) Provisional appointments shall only be made in the absence of an eligibility list. The employee determined most qualified from among all qualified employees within the Unit, Division, Department or Agency in the next lower classification may be appointed to that position until an eligibility list is established.

1) When an employee has successfully completed a four hundred eighty (480) actual work hours after completion of on-the-job supervisor training for Supervisor-Communications probationary period, said employee shall become a permanent appointee in the classified service.

   a) When the provisional employee is finally certified to the position, the employee's accrued seniority for the duration of time spent as a provisional employee shall be counted as the employee's seniority date.

2) Selection of provisional appointees shall occur utilizing a structured process. Selection criteria shall include seniority, experience, work record/performance, attendance, disciplinary record, education/training, and demonstrated ability to perform the job.

   ~~a) All things being equal, the most senior employee shall be appointed.~~

3) Employees bypassed for selection more senior than the selected employee shall be informed in writing by the Division Head of the reason(s) they were not selected. The bypassed employee may appeal directly to Step Two of the grievance procedure, Section 2106.18 for a final determination as to the adequacy of the reason(s) for the non-selection.

   a) Said appeal must be filed within six (6) work days of notification of the bypassing.

   b) Appointment to the position shall not occur until a determination has been rendered through the aforementioned grievance process.

2106.40 Transfers; Voluntary Demotions

A) A transfer is a movement to a different Department, Division or Agency from a position in one classification to either a similar position in the same classification, or any position in the same salary group for which the employee meets the requirements provided that:

1) the employee has performed in the classification;

2) the employee has sufficient experience in a similar or related position as determined by the Department of Human Resources.

Local 2058 **Communication Operator Supervisor** members on the transfer list for a Local 2058 classification shall have first priority over any non-Local 2058 employee.

B) The Local 2058 representative to the Transfer Review Board shall be contacted before a Local 2058 **Communication Operator Supervisor** transfer is decided. If any member of the Board decides to meet, the Board shall meet before a decision is made. A 2/3rds vote of the Board is required. The transfer or voluntary demotion of permanent employees shall be subjected to the review and approval of the Transfer Review Board and shall be implemented in accordance with the rules governing transfers and voluntary demotions as adopted by the Toledo Civil Service Commission. Requests shall be valid until December 31st of the year in which they are filed. Employees shall be limited to one (1) transfer per twelve (12) month period. Where a transfer or voluntary demotion has been requested by an employee and such request is approved by the Transfer Review Board under the rules of the Civil Service Commission, the City will honor the request.

C) Employees who transfer to the same classification shall be permanent in their new position. Employees who transfer to a different classification in the same salary group shall be provisional in the new position.

D) The City may also request that an employee be transferred when such request would be for the good of the service. The request must be made to the Department of Human Resources and must be processed under the rules established by the Civil Service Commission.

E) A voluntary demotion is the movement by an employee from his or her permanent classification to a classification in a lower salary group that involves duties that the employee is qualified to perform. A voluntary demotion is differentiated from a regular demotion in that it requires that the employee initiate such action rather than the City.

F) An employee transferred or demoted voluntarily as provided herein, shall be probationary for a period of three hundred sixty (360) actual work hours. During this period either the transferred employee or the City can request that the employee be returned to his or her former position. If the employee's former position has been filled, the employee filling that position may be removed and reinstated to his or her former position, and so forth.

2106.41 Reinstatement Rights

Employees that have been permanently laid off or displaced shall have reinstatement rights, pursuant to the Civil Service Commission rules.

2106.42 Alternates

A) An alternate is an employee who is temporarily assigned to perform duties outside the employee's regular classification. An alternate may be temporarily assigned under the following circumstances:

1) To replace an employee who is off for any reason;

2) To fill a vacant position pending the making of a provisional or permanent appointment;

3) To temporarily supplement the staffing level authorized in the budget, not to exceed one hundred twenty (120) work days; provided, however, the union shall be given written notice of such supplemental staffing and the projected time frames for same. Upon mutual agreement with the union regarding special projects, the one hundred twenty (120) work days will not be applicable.

4) To provide training opportunities and credit as prescribed by the education and training program.

B) The divisions shall maintain a record of alternate time served by each employee. The division shall also document training programs attended by employees sponsored or provided by the City. The employee shall be responsible for updating their Human Resource file regarding attendances at such programs where applicable to meet minimum requirements for promotions into various classifications.

In selecting alternate appointees, consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, and demonstrated ability.

C) The employee within the Unit that the vacancy exists that is highest on a competitive list, shall be appointed as an alternate from within Local 2058~~'s~~ **Communication Operator Supervisors** ~~Bargaining Unit~~. If there is no employee within the Unit on the competitive eligibility list, then the alternate assignment shall be given to the employee from within the Division standing highest on the competitive eligibility list from within Local 2058's Bargaining Unit.

D) If the established eligibility list is non-competitive, the above procedure shall be followed except that one of the three (3) employees with the most City Seniority from within Local 2058~~'s~~ **Communication Operator Supervisors** ~~Bargaining Unit~~, within the Unit then the Division respectively, shall be appointed to the alternate position. All things being equal, the most senior employee is to be appointed.

E) In the absence of an eligibility list, one of the three (3) employees with the most classification seniority willing to accept the appointment and qualified to do the work in the next lower classification within the Unit, shall be given the alternate assignment from within Local 2058~~'s~~ **Communication Operator Supervisors** ~~Bargaining Unit~~. If there are not three (3) or more in the unit, then the most senior from the division shall be included for consideration to provide for selection from among three (3). Provided herein, and in this section the employee meets the minimum requirements of said position and/or has obtained a waiver from the Civil Service Commission.

F) If there is no eligible employee within the immediate lower classification, one of the three (3) employees with the most classification seniority qualified to do the work and willing to

accept the appointment in the next lower classification within the Unit shall be given the alternate assignment and so forth until no employee with the Unit is eligible for the alternate assignment from within Local 2058's **Communication Operator Supervisors** ~~Bargaining Unit~~.

G) If there is no eligible employee within the immediate lower classification, one of the three (3) employees with the most classification seniority willing to accept the appointment and qualified to do the work in the next lower classification shall be given the alternate assignment and so forth until no employee in a lower classification with the Division is eligible for the alternate assignment from within Local 2058's **Communication Operator Supervisors.** ~~Bargaining Unit~~.

H) In the event that there are no employees in Local 2058's **Communication Operator Supervisors** ~~Bargaining Unit~~, within the Unit or Division(s), who are qualified and willing to perform as an alternate, and/or on said lists herein, then and only then, the City may determine the "next most appropriate" person to fill the vacancy temporarily as an alternate.

I) When an employee is worked as an alternate, the employee shall be paid at the alternate rate of the position worked for a single compensated day off, providing the employee worked in the alternate position for three (3) of the five (5) work days immediately preceding the single compensated day off. The employee shall be paid at the alternate rate of the position worked for more than a single compensated day off up to a maximum of sixty (60) days, providing the employee worked in the alternate position for six (6) of the ten (10) work days immediately preceding the compensated days off and has not already been compensated for such time at the higher alternate rate of pay. If the employee worked continuously as an alternate for more than sixty (60) workdays, then the employee shall be paid at the alternate rate for the number of days actually worked for days off up to one hundred twenty (120) workdays.

J) If an appointment list (i.e., competitive, non-competitive, provisional or recall) has been issued to a division as provided for under "Vacancies", Section 2106.37, for a position temporarily filled by an alternate and the division has failed to fill the position within ninety (90) days of receipt of an appointment list, the Union may present this delay in filling the position at the Labor/Management ~~process~~ Meetings, Section 2106.35. If the matter is not resolved through the Labor/Management, the Union may, within twenty (20) days following the Labor/Management meeting, proceed to expedited arbitration, Section 2106.18, over the delay in filling the position.

1) If the arbitrator determines the delay in filling the position was without merit, the division will pay the Union the equivalent in Union dues for the salary group of the classification at issue for each successive month from the issuance of the appointment list.

2106.43 Leave of Absence Without Pay

A) A personal leave of absence without pay may be granted at the request of the employee upon the approval of the City in accordance with the rules enumerated in Sections 2106.43 Leave of Absence Without Pay through 2106.50 Sick or Injury Leave.

B) An employee on an approved leave of absence shall continue to accumulate seniority during the period of the employee's absence.

C) It is the express intent that this Chapter of the Code shall not be applied in such a manner as to cause or constitute a violation of any law or a reduction in benefits provided therein, specifically including PL 103-3 known as the Family and Medical Leave Act of 1993; provided however, that any remedy for violation of this Act shall be as set forth in the Act.

2106.44 Personal Leave Up to Five Days

Any request for an excused absence for a period of five (5) work days or less may be granted by the employee's Commissioner or Agency Head without the necessity of preparing formal leave papers.

2106.45 Personal Leave From Six to Thirty Calendar Days

A) Upon the approval of the City, a leave of absence without pay may be granted for up to thirty (30) calendar days in any calendar year.

B) Request for such leave of absence shall be in writing and shall be signed by the employee stating the reason(s) for said leave with proper documentation.

C) Employees on such leave will not suffer loss of position during said absence. When an employee returns from such an approved leave of absence, the employee shall return to the position in the service from which the leave was granted.

D) Furthermore, employees on such approved leave of absence for thirty (30) calendar days or less shall have their hospitalization-surgical-drug-life insurance benefits continued in force by the City during this period of time.

2106.46 Personal Leave of More than Thirty Calendar Days

A) A leave of absence for more than thirty (30) calendar days in any calendar year may be granted provided the request requirements of Section 2106.46(b) are met.

B) When a leave of absence for more than thirty (30) calendar days is granted, the employee shall not be entitled to be returned to the position from which the leave was granted, but will be placed in an open position in the same class or in a class at the same salary group provided a vacancy exists, except in the case of a leave of absence for the purpose of securing job related educational experience, in which case the employee shall be returned to the Division from which the leave was granted. The exceptions to this provision are as follows: the employee who is on an industrial injury leave and in the City program with the Program Physician will be entitled to return to their position when determined to be physically able to return to work in their classification; or the employee is on a leave pursuant to the Family and Medical Leave Act of 1993 and is entitled to return as provided therein.

If an employee elects to go on Worker's Compensation pursuant to Section 2106.82(e) Injury Pay, the City may fill that position after thirty (30) calendar days.

C) In no case shall a leave of absence be granted for a period of more than one (1) year, except as otherwise provided herein.

D) An employee on an approved leave of absence for more than thirty (30) calendar days in any calendar year shall not receive hospitalization-surgical-drug prescription benefits during the period of such leave; however, the employee may arrange to prepay, through the Division of Accounts/Payroll, the premiums necessary to continue the employee's hospitalization and surgical insurance in force during the period of time the employee is on leave. However, life insurance benefits will be maintained during said period.

E) The application(s) and granting of this benefit to the employees in the Bargaining Unit, for purposes of employee(s) prepaying their hospitalization-surgical-drug prescription, shall be applied uniformly and shall not be withheld arbitrarily or capriciously. The exceptions to this are a leave pursuant to the Family and Medical Leave Act of 1993 or an industrial injury leave as provided in this Chapter.

2106.47 Falsification of Request

No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on a leave, the employee shall be given the opportunity to resign from service with the City. If the employee fails or refuses to resign, then he may be discharged provided that the discharge will be subject to review under the grievance procedure provided herein.

2106.48 Military Service

(a) Regular employees who leave the service of the City to enter that of the United States Armed Forces, or the service of the U.S. Maritime Commission, or who are drafted by the United States Government for civilian services will, upon their return, within ninety (90) days from release from such services, be granted all seniority rights as if continuously employed by the City during such service. All pay and benefits shall be handled in accordance with Ordinance 408-02.

(b) Regular employees who also enlist or volunteer for said armed services during a national emergency, as a matter of patriotic and civic duty, shall have the same seniority rights as those employees covered under Section (a) upon their return and release from such service.

(c) Whenever vacancies occur in the classified service by reason of military leaves of absence, appointments may be made for the duration of the emergency or earlier return to service of the employees granted such leaves for military service. All such appointments shall be subject to the priority rights of the permanent employees granted military leaves.

(d) This provision shall only extend to the minimum enlistment period for active service only and shall not apply to any reenlistment of active service unless a national emergency still exists.

~~(e) A regular employee of the City who is on short term military training duty shall be paid the difference between his regular rate of pay and the pay he receives from the military service~~

~~for such period, for up to thirty-one (31) calendar days in any calendar year. This is not for the purpose of attending monthly organizational or training meetings in a reserve unit. (5923.05)~~

(e) Military Pay. A regular employee of the City who is on military duty shall be paid in accordance with R.C. 5923.05 as it now exists and as it may be amended from time to time.

(f) The parties recognize that the Department Director(s) shall submit the proper forms for each affected employee for each separate incident, nearest the proper payroll period of reporting to the Division of Accounts/Payroll.

2106.49 Parental Leave

A) A female employee who has completed probation will be eligible for maternity leave for that period of time that she is physically incapable of performing her regular work related duties. The employee will be required to document her physical condition in a Statement of Attending Physician forwarded to the City.

B) Application for such leave will be made on the approved form.

C) The employee shall be entitled to use as much of her accumulated sick time as she desires, in lieu of a leave of absence without pay, during this period of time.

D) The employee may request additional release time prior and/or subsequent to the above stated disability. Such requests shall be made as provided in Sections 2106.43 Leave of Absence Without Pay through 2106.50 Sick or Injury Leave.

E) A male employee shall at the option of the employee be entitled to sick pay for the maternity of his spouse. The male employee shall be entitled to take up to fifteen (15) days from accrued sick days for the purpose of staying home to assist his family at the time of his wife's delivery or in accordance with **the Family and Medical Leave Act of 1993** ("FMLA").

F) It is the express intent that this Section shall not be applied or interpreted in such a manner as to cause or constitute a violation of any law, specifically including PL 103-3 known as the Family and Medical Leave Act of 1993. Employees will be permitted to utilize the FMLA provisions of this Agreement upon request. This section will be uniformly applied.

2106.50 Sick or Injury Leave

When an employee is sick or has been injured, and the employee has no sick days or injury pay left, and extended sick or injury pay has not been granted, then the employee may apply for a Leave Without Pay. The request must be accompanied by the Statement of Attending Physician verifying the necessity for such leave. The leave may be granted for periods of thirty (30) days or more, depending on the condition of the employee, not to exceed two (2) years from the date the employee's sick pay or injury pay has been exhausted, except as provided elsewhere herein, or unless by mutual agreement this period is extended in writing.

2106.51 Work Schedules

~~Except for emergency situations, indiscriminate changes in the established work schedules of the employees shall not be made. The work day schedule shall consist of forty (40) hours within a seven (7) day work period and shall typically be five (5) consecutive eight (8) hour workdays.~~ **The work day shall consist of eight (8) continuous hours. If there are any proposed changes in the eight (8) continuous hour work day, the parties shall immediately meet within five (5) work days and every effort shall be made to reach a mutually acceptable resolution.**

The schedule for the next month shall be posted by the 25th of the previous month.

~~A) For operations that allow alternate seasonal schedules to meet citizen/customer service needs the work schedule may also be four (4) consecutive ten (10) hour workdays, as determined by management, to provide supervisory support.~~

~~1) Those operations shall be limited to inspection, D.P.U. customer service, recreation, urban beautification, downtown maintenance, nuisance abatement and traffic signs.~~

~~2) The city must post work schedule changes at least thirty (30) days prior to the effective date of the changed work schedule. The work schedule change must also be for a period of not less than three (3) consecutive months.~~

~~(b) When either party proposes changes in work schedules, the parties shall immediately meet within five (5) working days and negotiate over such proposed changes. Every effort shall be made to reach a mutually acceptable resolution. However, if the parties cannot agree within fifteen (15) calendar days then the matter shall be submitted to expedited arbitration under Section 2106.18 Grievance Procedure herein unless mutually agreed otherwise. The arbitrator shall conduct a hearing within fourteen (14) calendar days and render a decision within fourteen (14) calendar days thereafter. In the event the arbitrator finds that the proposed change is not reasonable, then it shall not be implemented.~~

2106.52 Daily Overtime

A) All work in excess of the regularly scheduled work day as specified in Section 2106.51 Work Schedules shall be overtime and compensated at the rate of time and one-half (1-1/2) the regular rate or as otherwise provided. Overtime shall not be paid twice for the same hours.

B) If an employee is requested to report back to work, not contiguous to the beginning or end of the regular shift, the employee shall be guaranteed a minimum of four (4) hours overtime pay. Contiguous time for purposes of this paragraph shall include periods within thirty (30) minutes of the regular shift.

C) If the employee is requested to report to work two (2) hours or less prior to but contiguous to the start of the shift, the employee shall be guaranteed two (2) hours overtime pay.

D) If the employee is requested to report to work more than two (2) but less than four (4) hours prior to but contiguous to the start of the shift, the employee shall be guaranteed four (4) hours overtime pay.

E) Employees who receive job related contacts at home shall be guaranteed two (2) hours overtime pay when the call is received between 11:00 p.m. and 7:00 a.m. or at anytime on a Saturday, Sunday, or holiday; all other hours shall be at a one (1) hour guarantee at the overtime rate.

2106.53 Saturday Overtime

For regularly scheduled employees (Monday-Friday), Saturdays shall be compensated at the rate of time and one-half (1-1/2) provided such employees have been credited with forty (40) hours straight-time pay in the scheduled work week. A minimum of four (4) hours pay at the appropriate overtime rate shall be guaranteed to such employees.

2106.54 Sunday Overtime

For regularly scheduled employees (Monday-Friday), Sundays shall be compensated at the rate of double (2) time provided such employees have been credited with forty (40) hours straight-time pay in the scheduled workweek. A minimum of four (4) hours pay at the appropriate overtime rate shall be guaranteed for such employees.

2106.55 Holiday Overtime

A) All holidays worked by 911 Communications Supervisors shall be compensated in addition to the regular holiday pay, double (2) time for all hours worked on such holidays. A minimum of four (4) hours pay at the appropriate overtime rate shall be guaranteed to such employees.

B) When a holiday falls on a Saturday and the City celebrates the holiday on Friday, if an employee works Friday, they shall be compensated at the double (2) time rate for all hours worked on the Friday. In the event the employee works on Saturday, he shall be compensated time and one-half (1-1/2) for all hours worked on the Saturday. In the event the holiday falls on Sunday and is observed on Monday, this same rule shall apply.

2106.56 Exceptions to Overtime Guarantees

The overtime guarantees set forth herein shall not be applied to those situations where the employee is attending a pre-scheduled meeting/event, for the pre-scheduled opening or closing of a facility, where there is need to conduct an inspection (such as street conditions, possible flooding), or to attend a required hearing as a witness in connection with their City employment; in such cases the employee shall be guaranteed two (2) hours pay at the appropriate overtime rate. However, employees working two (2) hours or more shall be paid no less than four (4) hours pay for each incident herein.

Time spent traveling to and from pre-scheduled meetings/events outside of regular work hours shall be counted as time worked, provided however that employees residing outside the city shall not be compensated for travel time outside the city limits.

2106.57 Work Shifts

Eight (8) consecutive hours of work, or as specified in Section 2106.51 Work Schedules, shall constitute a work shift, Sunday through Saturday or as has been negotiated with the union.

2106.58 Work Schedules/Shift Workers

Work schedules showing the employee's shift, work days and hours shall be posted by the 25th of the preceding month for 911 Communications Supervisors on Department, Division, or Unit bulletin boards and shall remain posted.

The parties agree, however, if Local 2058 members are required to perform ~~a job~~ their shift, Local 2058 members will report, until an agreement is reached, without harm to either party.

2106.59 Saturday-Sunday Shift Work

All employees shall be considered to have two (2) Saturdays and two (2) Sundays within any two-week work period. The first day off shall be considered as a Saturday; the second day off during the work period shall be considered as a Sunday; the third day off during the work period shall be considered as a Saturday, and the fourth day off during the work period shall be considered to be a Sunday.

2106.60 Overtime; Shift Work

All work in excess of the regularly scheduled workday/shift as specified in Section 2106.51 Work Schedules within a twenty-four (24) hour period shall be compensated as overtime except where past practice in scheduling has been accepted. Employees scheduled to work two (2) consecutive shifts shall be paid overtime for the second consecutive shift.

2106.61 Saturday-Sunday Overtime Shift Work

When a shift worker works his first scheduled day off, it shall be considered as a Saturday and shall be compensated at the time and one-half (1-1/2) rate. When a shift employee works his second scheduled day off, it shall be considered as a Sunday and shall be compensated at the double (2) time rate. When a shift worker works on his scheduled day off for a holiday, he shall be compensated for the holiday plus double (2) time for all hours worked on such day.

2106.62 Overtime Assignment

A) Whenever it is necessary to work overtime, such overtime shall be distributed as evenly as possible among the employees who have completed their original probationary period and are qualified to perform the necessary work. A seniority rotating overtime list shall be established

by job classification according to the employee's seniority within the established work unit. It shall also show the original hiring date.

B) Once established, the list shall be adhered to in the selection of employees to work overtime with the exceptions that:

1) If an employee is assigned exclusive authority to a special project, and such project requires that overtime be worked, the employee assigned shall have preference in working the overtime.

2) If a particular job requires overtime to be worked contiguous to the shift, in order to complete or further the progress on such job, then the employee who has been working the job, on his or her regular shift shall be allowed to continue with the same job during the overtime period; provided, however no employee shall work more than sixteen (16) hours in any twenty-four (24) hour period except under emergency circumstances when authorized by the Division Head or their designee.

3) If a particular job requires special expertise of a professional or technical nature, then the employee who has that expertise may be assigned the overtime.

C) All overtime hours worked shall become part of the seniority rotating overtime list of all employees, except as may otherwise be agreed to between the City and the duly authorized representative of Local 2058. When an employee is requested to work and refuses such overtime assignment, or cannot be reached, after two verified calls have been made within one hour, then the employee shall be charged with such overtime. Overtime rotation lists shall remain posted at mutually agreed locations.

D) The procedure for eligibility for overtime when an employee is off for any reason on the last scheduled workday before the weekend, shall be governed by negotiated divisional agreement.

E) In the case of an emergency, employees who are off on the last scheduled work day before the weekend may be called for weekend overtime only after the rotating overtime list has been exhausted. If the employees cannot be contacted, the employee shall not be charged for the overtime call.

F) When overtime becomes necessary for a position filled alternately from outside the bargaining unit, the overtime will be offered to bargaining unit members in that classification within the division before offering it to an alternate from outside the unit except under the circumstances specified in (b) above.

G) Employees who are designated to be the exclusive person on-call and who must respond to a contact for a seven (7) day period, twenty-four (24) hours per day, will be compensated four (4) hours base pay for that seven (7) day period if they receive no call during that period.

2106.63 Overtime-Probationary Employees

New employees shall not be entitled to work overtime until the completion of their probationary period, unless all permanent employees who desire to work overtime are working and/or the overtime is associated with their normal work assignment and is contiguous to their normal workday. When a new employee has completed the original probationary period the employee shall be charged with the hours of the employee having the greatest amount of hours in their classification plus the hours earned while a probationary employee.

2106.64 Overtime-Transfers and Promotions

An employee that is transferred or promoted into a different classification or to a different operational unit shall be entitled to work overtime while the employee is a probationary employee in his new classification or assignment providing the employee has been in his new position long enough to be familiar enough with the position and has acquired the ability to perform the duties of the operations that are required to work the overtime. The employee who has been transferred or promoted shall be charged with the average amount of hours and shall be so placed on the overtime rotating list.

2106.65 Overtime Refusal

Employees may refuse overtime; however, where it is imperative that overtime be worked then a sufficient number of employees on the overtime list shall be required to work the required overtime. **When an employee is required to work overtime they shall also have the right to eight (8) continuous hours off in any twenty-four (24) hour period, unless an emergency exists as defined in this section.**

When it is necessary to require employees to work overtime, the employees with the least seniority within the appropriate classification shall be scheduled to work.

When an employee requests removal, or repeatedly refuses overtime, they may be removed from the overtime rotating list after written notification has been given to the employee and the responsible union steward stating the just cause for removal. The employee will be reinstated at the written request of the employee. Upon reinstatement the affected employee will be charged with the maximum amount of overtime on the overtime rotating list. The parties will establish suitable refusal standards and just cause standards within each unit/division.

An employee who has accepted emergency overtime time and does not report or notify the division under accepted procedures will be removed from the overtime rotating list. The employee may be reinstated by petitioning in writing the division head. When the employee is reinstated he/she shall be charged with the maximum hours on the current overtime list at the time of reinstatement.

Emergency overtime is defined as a non-scheduled overtime situation which threatens the health, safety or service of the citizens of Toledo as determined by management. **In the event of an**

emergency the City shall have the right to utilize personnel outside of the Local 2058 Communication Operator Supervisors Bargaining Unit to perform functions normally performed by members of this bargaining unit.

2106.66 Premium Hours

It is the intent of the parties hereto that the overtime premium hours shall be kept equal within eight (8) hours for day workers and sixteen (16) hours for shift workers.

2106.67 Overtime; Compensatory Time Off

An employee who has worked overtime may at the discretion of the Division/Department Head elect to receive time off in lieu of pay at the appropriate overtime rate, provided that the employee does not accumulate compensatory time in excess of Fair Labor Standards Act limitations. The application hereof shall be applied uniformly and shall not be arbitrarily or capriciously withheld. 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, the employee shall receive pay as provided herein.

A) An employee may elect to receive a compensatory pay-out of any amount of their banked compensatory time with any payroll.

B) An employee must take all compensatory time in excess of one hundred sixty (160) hours by April 30 of the year following the year in which the time was earned. If the employee has not taken the time by that date, then they shall be paid for all hours not taken in excess of one hundred sixty (160) hours in the next regular pay period.

C) When overtime worked at alternate status is elected as compensatory time, the difference between hourly rates will be paid with the pay period of hours worked.

D) Any remaining vacation time must be scheduled before compensatory time off is permitted after October 1st of each year.

2106.68 Compensated Time Considered as Time Worked

Holidays, vacations and other time off to which such person is entitled as matter of rights under or by virtue of any ordinance of the City, shall be considered time worked except when determining hours worked for purposes of the Fair Labor Standards Act, provisional and alternate appointments, and the computation of probationary periods.

2106.69 Injury at Work

Any employee who may be injured during the course of his day's employment shall be paid a minimum of eight (8) hours pay for that day, if such injury requires the employee to leave the job for medical treatment by a professional medical care provider.

2106.70 Provisions for Safety and Health

A) The City shall continue to make provisions for the safety of its employees consistent with the Rules/Requirements of the Ohio Employment Risk Reduction Standards and such rules as may otherwise be adopted by the Public Employment Risk Reduction Advisory Commission of the Ohio Department of Industrial Relations, Division of Occupational Safety and Health, provided, however, remedies shall be pursuant to the provision of H.B. 308.

B) Employees are to comply with all general safety rules of the City and any special divisional safety rules and shall be required to use safety equipment provided to them.

C) The parties will establish a Labor-Management Health and Safety Committee. The union will be represented on this Committee by the local union President or Chief Steward and one (1) other designated representative. The City will be represented by a designee of the Director of Human Resources and by Commissioners or other administrators designated by the appointing authority based on specialty areas (e.g., construction, transportation, pollutants, etc.). This Committee may also include representatives from other bargaining units within the City. The Committee will be required to consider all issues brought before it regardless of the bargaining unit impacted.

1) This joint committee shall review all general and/or special divisional safety rules for compliance with required safety standards and, wherever possible, such rules shall be adopted City-wide.

2) This joint committee will also perform the following functions:

    a) The Committee may recommend periodic inspections of the various locations when necessary by staff of the Human Resource Development Section of the Human Resources Department.

    b) The Committee shall make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices as reported to the Committee by representative(s) of the Human Resource Development Section of the Human Resources Department and divisional safety committees.

    c) The Committee may recommend investigation of any potential worker exposure to dangerous substances, fumes, noise, dust, etc.

    d) The Committee shall be provided written identification of any potentially toxic substance to which the workers are exposed together with material data sheets, if any.

    e) The Committee may develop a safety award program which may include cash awards and/or other premiums that, upon mutual agreement between the appointing authority and the union, may be adopted/implemented during the term of this collective bargaining agreement.

    f) The Committee shall develop other cost containment measures, which shall include:

(1) Enhanced managed care and utilization review;

(2) Increased claims control and claims audits;

g) The Committee shall develop annual goals, objectives, and timetables directly aimed at reducing Workers' Compensation costs. Goals and objectives not met within established timeframes shall be critically reviewed by the Committee. If the City, in its sole discretion, is dissatisfied with progress in meeting goals and objectives or with the Committee's action or inaction, the City may take such actions as it deems necessary to exact cost containment.

h) The Committee shall review and analyze all reports of work-related injury or illness, as submitted by the representative of the Human Resource Development Section and recommend procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.

i) The Committee shall promote health and safety education and/or participate in such programs.

j) The Committee may ask the advice, opinion and suggestions of experts and authorities on safety matters and recommend to the representative of the Human Resource Development Section that experts and authorities from the Industrial Commission of the State of Ohio, Division of Safety and Hygiene, and the Toledo Lucas County Safety Council as well as international representatives of the union be utilized on an as-needed basis as determined by the Committee.

3) Sub-committees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions, and report back to the Committee.

4) Annual savings directly attributable to the cost containment measures provided herein shall be placed in a Workers' Compensation fund to be used as a reserve for payment of future cost increases. Savings shall be considered directly attributable to cost containment measures when a direct correlation can be established between a measure adopted herein and a per employee reduction in the City's cost in providing both injury pay and Workers' Compensation benefits from the preceding year.

5) Union representatives will receive their regular pay while on Committee business.

6) The Committee shall meet regularly, on at least a monthly basis, and attendance shall be required. Actions taken in the absence of a bargaining unit representative shall be binding upon that bargaining unit. The City will provide minutes of each meeting.

D) Divisional safety committees shall be formed which will include the Commissioner or designee, a representative designated by the union and other divisional personnel mutually agreed upon.

2106.71 Bargaining Unit Work

Employees included in this Bargaining Unit shall not perform work ordinarily assigned to other employees and employees not in this Bargaining Unit shall not perform work ordinarily assigned to employees in this Bargaining Unit. **This section shall not prohibit a Communications Operator Supervisor from performing Local 7 Bargaining Unit work in the Communications Bureau for purposes of training and when necessary to meet the demands of calls for service or dispatch.** ~~, except where the Mayor officially declares that a state of emergency exists pursuant to Section 2106.17 No Strike, No Lock Out, Safe Conduct.~~

2106.72 Training and Service

A) The City recognizes that it is not always possible to select by examination process, persons who are fully competent when appointed to perform all the duties of the position to which they may be appointed. The employee shall be given every opportunity to qualify during this probationary period.

The Parties recognize that additional training is necessary to maintain necessary skills, to improve one's capabilities, and to acquire new skills. The parties, therefore, agree to continue the Joint Training Committee.

B) Training programs for supervisors and Bargaining Unit employees will be developed through the Joint Training Committee. Three (3) members of AFSCME Local 2058 shall have input into the types of training to be offered through the establishment of a Joint Training Committee.

C) The Joint Training Committee will consist of three (3) representatives chosen by the union and three (3) representatives selected by management. It shall make recommendations to the City of Toledo regarding programs in which supervisors could be trained, including but not limited to:

1) implementation of safety methods and practices
2) enhanced communication(s)
3) managing change
4) quality improvement
5) day to day supervisory issues
6) appraising, counseling, motivation of employees
7) training and improving work processes
8) upward employment enhancement opportunities through on the job training
9) career development
10) planning and setting objectives
11) time and stress management
12) conflict resolution

The parties agree that employees who have successfully completed a training program shall receive a certificate to that effect. The certificate shall become a part of the personnel file, and may be considered for future advancement.

D) Employees who are involved in approved training or educational courses may be allowed two (2) training days with pay for attendance, final exams, etc. These days are limited to only two (2) days each calendar year and may be used consecutively or one (1) day at a time. These days off must be approved at their divisional level.

E) As a rule, overtime will not be paid for any training related time including travel unless approved in advance in conjunction with the training request approval. However, when overtime is authorized, it shall be offered consistently to all employees and not be arbitrary or capricious in the application and authorization.

F) Employees who are involved in mandated training for their job may be allowed time off with pay to attend. Those days off must be approved at their divisional level. The approval process will give priority to courses offered by or at the City.

2106.73 Working Above Classification

When an employee is temporarily required to work above their classification or pay rate, they shall receive the higher rate of pay while performing the duties of the higher classification unless assigned for strictly training purposes while the regularly assigned employee is also working in that classification. (Refer to 2106.72, Training and Service)

Any employees temporarily promoted or required to be in an alternate or acting position in the exempt group shall receive the higher rate of the exempt incumbent(s) position and shall be entitled to overtime/premium pay if working in any such position in an overtime situation.

Those employees working in the exempt group in the executive(s) salary range shall receive the incumbent rate of pay. Note: an employee working in the Exempt E group is not entitled to overtime. The City and the Union recognize that from time to time it may be necessary for an alternate working in the exempt classification to work overtime in their regular class. If this arises they will be paid at the appropriate overtime rate.

The parties agree to review issues of advance notice, duties and responsibilities and pay at a labor/management meeting.

2106.74 Working Below Classification

No employee(s) shall be required to work below his classification(s) if there is an alternate available from within the unit to fill the classification. Employees temporarily required to work below their classification(s) or pay rate shall receive their regular rate of pay.

2106.75 Resignation

Any employee whose removal from the service is sought for disciplinary reasons may resign at any time and his records shall show that the employee resigned of his own accord. Any employee who wishes to leave the City's service in good standing shall sign a written resignation with his Department and/or Division Head at least two (2) weeks in advance of the date he wishes his resignation to be effective.

2106.76 Outside Employment

No employee of the City shall accept outside employment that is adverse to or in conflict with his municipal employment. In the event said employee shall be injured while engaged in outside employment, he shall not be entitled to any sick leave benefits which have been accumulated by virtue of his employment by the City.

2106.77 Change of Name and/or Address

Employees shall report in writing changes of name, address and telephone number, on appropriate forms, to their division/department. Such changes shall be reported within fifteen (15) calendar days of occurrence.

2106.78 Accumulation of Sick Days

A) Regular employees of the City shall be credited with sick days in accordance with the following formula: One and one-quarter (1¼) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. An employee granted a Leave of Absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

1) Employees enrolled in this plan will bank accumulated sick leave. This banked sick leave accumulation can be used if needed for illness or paid off at retirement or resignation provided that the conditions of Section 2106.102, "Termination and Severance Pay" have been met. One-half for all banked sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

2) Beginning with the last full pay period of 2011, an employee who has twenty-seven (27) years of service credit and is age eligible to retire will have the right to ask for up to thirty-three percent (33%) of their accumulated sick pay, in excess of sixteen hundred (1600) hours, be paid out or converted to compensation time. This will occur annually in the last full pay period of the year or no later than December 30. Sick pay selected under this program will be deducted from the total hours available at the time requested. The employee who accepts accumulated sick pay under the provisions allowed under this section will not be entitled to paid extension of sick time, effective with acceptance of this pay.

B) Effective June 1, 1998, those newly hired employees in Local 2058 positions hired directly from the street will be under and automatically enrolled in the City Annual Sick Leave Conversion Plan, as provided in C) below.

C) Employees promoted to Local 2058 **Communication Operator Supervisors** who are already enrolled in the City's Annual Sick Leave Conversion Plan shall remain under the Plan as set forth below. All other Local 2058 **Communication Operator Supervisors** bargaining unit members shall have the option of enrolling in the below Plan, but once enrolled must remain enrolled.

1) Employees shall be credited with sick days in accordance with the following formula: seven (7) hours per month, not to exceed eighty-four (84) hours per calendar year, until two hundred ninety-four (294) hours have been accumulated, then one and one-quarter (1¼) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year, thereafter; provided however, that if the employee's accumulation drops below two hundred ninety-four (294) hours or fifty percent of their total potential accumulation, whichever is greater, inclusive of sick pay used and converted, then the accrual will revert to seven (7) hours per month until the applicable threshold is regained unless it is the use of FMLA approved time, or of "documented sick time" as defined in 2106.80, Reporting; Proof of Illness, which causes the employee's accumulation to drop below this level. Such hours shall continue to accumulate at such rate without any maximum limitation. An employee granted a leave of absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

2) Sick leave hours not used by the end of the year can either be turned in for payment of a percentage of salary as indicated below or carried over until retirement or separation. The maximum number of sick hours allowed for year-end payment will be forty (40). Employees using twenty (20) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than twenty (20) but forty (40) or fewer hours shall be entitled to a conversion at thirty-three percent (33%). Employees with fewer than two hundred ninety-four (294) hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year shall not be eligible for this conversion privilege. Hours converted to pay shall be at the employee's regular rate.

3) Provided the conditions of Section 2106.102, "Termination and Severance Pay", have been met, unused sick leave will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the first four hundred eighty (480) hours and fifty percent (50%) of salary for the next four hundred eighty (480) hours for a maximum of nine hundred sixty (960) hours.

4) Sick time transferred from other political subdivisions of the State of Ohio will be accepted in full, but shall not be applicable toward the year-end payoff provided in part (c)(2). If transferred sick time is held to retirement or resignation, it may be counted together with sick time accrued after June 1, 1998 from the City of Toledo toward the nine hundred sixty (960) hour maximum and then would be paid under the 33%/50% formula above.

2106.79 Sick Pay Usage

Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of the illness, injury or exposure to contagious disease suffered by the employee not in the course of his employment, or illness in the employee's immediate family that necessitates the employee's absence from work or would result in serious hardship to the employee's family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision. Sick pay shall not be made for

illness or injury incurred as a result of outside employment or as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, while committing a felony or other similar action. For the purpose of this section, immediate family shall include only the employee's father, mother, sister, brother, spouse or child. Where a special relationship exists between the employee and any other person for whom the employee would not normally be granted sick pay, said sick pay will be granted upon pre-authorization of this relationship by the Department of Human Resources. An affidavit stating the existing relationship and certifying that the person resides at the employee's household and is dependent on the employee for their well being must be approved by the Department of Human Resources prior to the utilization of any sick pay. The family illness provision shall be for a limited period of time (not to exceed seven (7) work days) to enable the employee to secure other arrangements for the care of the member of the employee's immediate family. Usage of "Sick Family" of over three (3) consecutive work days shall require a "Statement of Attending Physician".

2106.80 Reporting; Proof of Illness

A) The employee, while absent on sick pay, must notify the City under agreed practices. When claiming sick days an employee must remain at home caring for his illness unless away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. An employee who is recuperating from surgery or other major medical condition and who has not been released to return to work by a physician within ten (10) work days does not have to remain at home provided that their physician's statement indicates that remaining home is not necessary to their full and fast recovery. The employee then shall be allowed under these conditions to continue to receive sick pay benefits.

B) When the use of sick time extends beyond three (3) consecutive workdays, the employee shall furnish the City with a City "Statement of Attending Physician" ~~in accordance with Division Policies and Procedures~~.

C) Effective June 1, 2006, when an accumulation of sick time taken within a calendar year reaches five (5) days or forty (40) hours, that is not FMLA-approved, or is not otherwise documented as specified below, then the employee shall be notified that use of more than six (6) days or forty-eight (48) hours of non-FMLA or undocumented sick time that year may be cause for discipline. When the accumulation of non-FMLA approved or undocumented sick time exceeds six (6) days or forty-eight (48) hours, the employee may be subject to discipline. Prior to any disciplinary action being taken, the City will afford the employee an opportunity to document any legitimate reason(s) for the use of sick time.

D) Sick time is defined as any sick time that is not FMLA- approved or is not otherwise documented. Documented sick time, for purposes of this section, shall be restricted to notes or other documentation from a medical office (physician, nurse practitioner, nurse, dentist, chiropractor, physical therapist) school official or the city health care provider.

E) An employee who goes home sick after reporting for work, shall receive written notification for the second occurrence in a calendar year that does not meet a requirement as set forth in (d) above. The written notice shall instruct the employee that the same conduct in the future will

result in the employee being required to submit appropriate documentation addressing the reasons for leaving early for the remainder of the calendar year. This provision shall not be applicable when the employee has a documented pre-approved doctor's or dentist's appointment. Nor shall it apply where an employee is authorized to report to work for a partial workday, on a day the employee would otherwise take the entire day as sick leave. Authorization to report to work under this provision will be requested by direct verbal communication between the employee and the employer or its designee, and confirmed as soon as practicable in writing.

F) Failure to provide a "Statement of Attending Physician" or documentation when required by this agreement may subject the employee to disciplinary action.

G) Any absence from duty as the result of a claimed illness or injury may be investigated during the employee's normal working hours by an authorized City representative.

H) Any employee found guilty of abusing sick pay benefits provisions hereto set forth or whose reasons for absence are falsified shall be subject to appropriate disciplinary action.

2106.81 Sick Pay Extension

In the event of the extended illness of an employee and after having exhausted all accumulated sick days, bonus days, compensated time and vacation days, then a request may be made to the Director of Human Resources for extended sick pay benefits. The employee's prior work record with regard to usage of sick days and the employee's seniority will be taken into account in determining the eligibility of the employee for such extension.

2106.82 Injury Pay

A) Employees injured 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 Worker's Compensation laws of the State of Ohio will be eligible to participate in the City's Injury Pay Program. The Cost Containment Committee referenced below will select the Program Physician(s) and medical facilities from submitted proposals.

1) Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will be transported to and treated 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 regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The Program Physician(s) may require follow-up medical evaluations.

2) 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 a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment not to exceed ninety (90) calendar days and indicate any physical therapy the injured employee may require. The Program Physician(s) may require follow-up medical evaluations.

3) 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 physicians to release information to the Program Physician. The employee's personal physician will be the physician of record for Workers' Compensation purposes.

B) 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 the Department of Human Resources for up to sixty (60) days.

Should such disability exceed sixty (60) calendar days, the Director of Human Resources, on application therefor and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods shall not exceed two (2) years.

Injury Pay Extension Requests, accompanied by a "Statement of Attending Physician" setting forth the illness or injury and the need for additional time, must be presented to the Director of Human Resources no later than one (1) week after the expiration of the original sixty (60) day disability period. If the above requirements are not fulfilled, the request for injury pay extension may not be considered.

C) Workers' Compensation: At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. If the employee is still unable to return to work, payment of normal wages will be stopped and the Industrial Commission will be requested to begin weekly payment under the provisions of the Workers' Compensation Act.

D) If the opinion of the employee's treating physician conflicts with that of the Program Physician and such opinion is presented to the City in seven (7) calendar days of the Program Physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. The Cost Containment Committee referenced below will establish a panel of occupational health specialists for third opinions. 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 fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, then the City can recoup injury pay advanced from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the City shall recoup the injury pay by reducing future sick leave earnings by one-half (1/2) until the injury pay is fully recouped.

E) Employees who sustain injuries 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 Worker's 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 injury leave benefits contained in this collective bargaining agreement. Notice of intent not to participate in the City's injury program must be given within three (3) workdays of the injury. Any and all work-related injury claims will be processed through and conform with the Workers' Compensation Act.

F) False Claim: The City reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of the privileges covered in this section, or working for another employer while on injury leave, and may take disciplinary action.

G) An employee working in a transitional work assignment will be compensated at their regular rate of pay. The employee will not be entitled to bid rights, overtime, 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 transitional assignment will be deemed not to be working out of classification.

Transitional work assignments will be identified by the Department of Human Resources in consultation with those divisions who have appropriate tasks available. The currently available assignments and the tasks involved in each division will be provided in writing to the union.

It is not the intent of this Section to allow divisions to provide transitional work above that identified nor is a division required to provide transitional work where no such appropriate tasks have been identified and recognized.

H) An employee whose treating physician has declared the employee to be "maximum medically improved" (MMI) using the tie-breaking feature in part (d) of this section, shall have the right to fill a position according to the following priorities:

1) Return to the same job so long as it does not violate their physical restrictions;

2) Return to the same job with reasonable accommodations for their physical restrictions;

3) Return to a vacant position in the same salary group for which he/she qualifies that does not violate their physical restrictions;

4) Return to a vacant position in a lower salary group for which he/she qualifies that does not violate their physical restrictions.

In the event that an employee cannot be returned to work in their regular job or alternate position, or is applying for a PERS disability retirement, if the employee has followed the Injury Pay Program, the City will continue injury leave pay for a period of forty-five (45) days. After forty-five (45) days, the employee may use sick leave and/or vacation time that they have accrued. The Department of 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 Bureau of Workers Compensation rehabilitation, the City will cooperate with the Bureau in allowing on-the-job training to help qualify the injured worker for a position.

With the intent of this injury program being to minimize time away from work and return the healthy employee to active employment as soon as possible, the Joint Labor-Management Health and Safety Committee (Section 2106.70 Provisions for Safety and Health) will also serve as a cost containment committee for Workers' Compensation.

2106.83 Bonus Days

A regular full time employee of the City shall be given Bonus Days provided the employee has earned sick pay benefits in the previous year, in accordance with the Bonus Day Table set forth below:

For the purpose of bonus vacation, unpaid sick days taken will be applied in the same manner as paid sick days.

BONUS DAYS-CANCELLATION TABLE

Months Worked	**Sick Days Taken**										
	0	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
12	5	5	5	4½	4	3½	3	2	1	½	0
11	4½	4½	4½	4½	4	3½	3	2½	1½	½	0
10	4	4	4	3½	3	2½	2	1	0		
9	3½	3½	3½	3½	3	2½	2	1½	½		
8	3	3	3	2½	2	1½	1	0			
7	2½	2½	2½	2½	2	1½	1	½			
6	2	2	2	1½	1	½	0				
5	1½	1½	1½	1½	1	½	0				
4	1	1	1	½	0						
3	½	½	½	0							

Effective January 1, 2013, bonus days will be calculated in accordance with the Bonus Day Table set forth below:

BONUS DAYS-CANCELLATION TABLE

Months Worked	Sick Days Taken										
	0	1	2	3	4	5	6	7	8	9	10
12	5	5	5	4½	4	3½	3	2½	1½	½	0
11	4½	4½	4½	4½	4	3½	3	2	1	½	0
10	4	4	4	3½	3	2½	2	1½	½		
9	3½	3½	3½	3½	3	2½	2	1	0		
8	3	3	3	2½	2	1½	1	½			
7	2½	2½	2½	2½	2	1½	1	0			
6	2	2	2	1½	1	½	0				
5	1½	1½	1½	1½	1	½	0				
4	1	1	1	½	0						
3	½	½	½	0							

2106.84 AFSCME Care Plan

The parties agree that the AFSCME Care Plan, ~~effective June 1, 2006~~, will consist of the following:

(1) Life insurance

(2) Hearing aid

(3) Vision care II

The cost of this plan shall be borne by the City, provided that the total cost shall not exceed twenty dollars ($20.00) per employee per month during the life of this agreement. ~~The increase in cost and coverage from Vision Level I to Vision Level II shall only become effective the first month after ratification by both parties.~~

2106.85 Hospitalization-Prescriptive Drug-Dental Insurance

A) General Provisions: The City shall continue to provide hospital, medical, surgical, major medical, outpatient diagnostic laboratory services, prescription drug, dental care and benefits under the terms and conditions set forth below.

1) Coverage shall be provided to each employee, each employee's spouse and all unmarried dependent members of the employee's family to age twenty-three (23) **or as otherwise provided by state or federal law.** Spouses who are both employed by the City must jointly elect only one coverage. A new election may occur after an open enrollment due

to circumstances such as layoff or other separation of one of the spouses, death, or divorce. Spouses who are both employed that have dependents from prior marriages for whose hospitalization coverage they are responsible shall be exempt from this joint election requirement.

Where the spouse of a City employee has health care coverage through a different employer, the spouse must enroll in his/her employer's plan. Dependents shall be covered as provided by the "birthday rule". Coordination of Benefits shall be provided so that coverage is extended to the spouse and dependents that is not provided by the other employer's plan. In cases of demonstrated hardship due to excessive co-premiums (i.e. 40% co-premiums or premium payments equaling 30% or more of earnings) special consideration will occur.

2) Coverage shall be provided at the levels existing as of May 31, 1994 except as set forth in paragraphs B) and C) herein.

B) The following health care cost containment procedures shall be effective for all employees enrolled under traditional coverage:

1) Second surgical opinions, pre-admission notification or certification, emergency care limitations, post-admission concurrent review, outpatient surgery, continued treatment and technological review, medical case management, planned discharge, and other procedures as may be established under the medical review programs established by the City shall be followed. Failure to follow the procedures shall result in only eighty percent (80%) coverage for necessary care.

2) Full-time employees covered by another health care program due to marriage or other reasons may waive their City of Toledo coverage and receive twenty-five thousand dollars ($25,000.00) in additional life insurance coverage. This shall also be extended to those employees whose spouses are also employed by the City.

3) Coverage for nervous and mental treatment is limited as follows. Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of twenty-two (22) visits per year at fifty percent (50%) co-insurance.

4) Coverage for drug and alcoholism treatment is limited as follows. Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Coverage is limited to a maximum of twenty-five thousand dollars ($25,000.00) lifetime benefits for all inpatient and outpatient care. Inpatient coverage shall be at one hundred percent (100%) for an individual's first admission, seventy-five percent (75%) for a second admission, and fifty percent (50%) for a third admission. No coverage shall be provided beyond three (3) admissions per lifetime or thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of two thousand five hundred dollars ($2,500) per calendar year at fifty percent (50%) co-insurance. Employees using drug and alcoholism treatment benefits must use the City employee assistance program.

5) The panel of providers, and/or Preferred Provider Organization (P.P.O.), selected by the City for managing and providing nervous and mental, drug and alcohol treatment must be utilized. The City will request proposals toward a managed care plan for this purpose with an effective date of June 1, 1999. The Union shall have a seat on the selection committee, but the right of final selection is reserved to the City. The schedule of benefits in effect as of February 9, 1999 shall be maintained, without additional co-pays or deductibles.

C) The following cost sharing plan and cost coverage restrictions shall be effective for all employees:

1) There shall be a five hundred dollar ($500.00) annual per person maximum on chiropractic care and a one thousand three hundred dollar ($1,300.00) annual per person maximum on physical therapy, both subject to the major medical deductible ($100/individual and $200/family) and co-insurance (80%/20%).

2) Major medical benefits shall be paid to a lifetime maximum of one million dollars ($1,000,000.00) per person with a one hundred dollar ($100.00)/individual and two hundred dollar ($200.00)/family deductible and 80%/20% co-payment; provided that coverage for nervous and mental, drug and alcoholism treatment is limited per paragraphs B)3) and B)4).

3) There shall be a ~~sixty-five~~ **one hundred** dollar ~~($65.00)~~ **($100.00)** co-pay for all emergency room visits, which shall be waived if the individual is admitted or if the visit is between the hours of 8:00 p.m. and 9:00 a.m., or on a Saturday after 12:00 Noon, or on a Sunday.

4) ~~There shall be a monthly co-premium payment amount for each employee. Employees will pay twenty-five dollars ($25.00), forty dollars ($40.00), or fifty-five dollars ($55.00) per month depending on the level of coverage selected. Coverage selections include the following: single coverage (employee only) will be twenty-five dollars ($25.00) per month; single plus one (1) coverage (employee plus spouse or one (1) dependent) will be forty dollars ($40.00) per month; or family coverage (employee plus two (2) or more dependents) will be fifty-five dollars ($55.00) per month.~~

As a condition of continued coverage under the terms of this section, covered employees shall, beginning the first full pay period in July, 2012, be responsible for premium payments in accordance with the following schedule: Single employees receiving coverage under this section shall pay a monthly premium of forty-eight dollars ($48) per month; a single employee with one (1) dependent shall pay a monthly premium of eighty dollars ($80) per month; an employee with more than one dependent (e.g. family coverage) shall pay a monthly premium of ninety-two dollars ($92) per month. Any employee eligible to receive coverage may waive such coverage.

Effective the first full pay period in June, 2013 the monthly premiums will be increased as follows:

Single employees receiving coverage under this section shall pay a monthly premium of seventy-one dollars ($71) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred twenty dollars ($120) per month; an employee with more than one dependent (e.g. family coverage) shall pay a monthly premium of one hundred twenty-nine dollars ($129) per month.

Effective the first full pay period in June, 2014 the monthly premiums will be increased as follows:

Single employees receiving coverage under this section shall pay a monthly premium of ninety-four dollars ($94) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred sixty dollars ($160) per month; an employee with more than one dependent (e.g. family coverage) shall pay a monthly premium of one hundred sixty six dollars ($166) per month.

The co-premium payments will be made by payroll deduction on a pre-tax basis. Spouses who are both employed by the City of Toledo will only pay one co-premium payment based on the level of coverage selected. The "birthday rule" and the spousal exclusion language in Section 2106.85(a) continue to apply to coverage options.

D) Effective June 1, 1994 the availability of a Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) shall be discontinued. All employees, including those in the Traditional Plan, shall thereafter be enrolled in the Consortium Plan. Consortium Plan coverage and benefits shall be at the Traditional Plan levels as of June 30, 1993 except as otherwise provided here or in the plan document. Consortium Plan Medical Providers shall be restricted to those hospitals, physicians, and other care providers designated in the plan as developed by the City in conjunction with the Cost Containment Committee. It is understood that the City is currently utilizing the hospital and ancillary providers panels through the Frontpath Health Coalition (FHC). It is further understood that the physicians' panel may be implemented without further consultation with the Cost Containment Committee. However, the schedule of benefits shall not be diminished.

E) The Cost Containment Committee shall be formed from among representatives of the various Bargaining Units and representatives of the City and shall be maintained. The Committee shall develop other cost containment measures, which shall include:

1) Enhanced managed care, such as pre-certification, concurrent review, and utilization review;

2) Changed coverage or benefits, such as increased deductibles, limitations on coverage, and contributions from employees;

3) Increased claims control, such as coordination of benefits, subrogation, worker's compensation deferral, patient audits, and claims audits;

4) Alternate delivery systems, such as preferred provider organizations for specific benefits and direct provider negotiations; and,

5) Development of a participative employee plan by which employees will be encouraged to contain costs, audit bills, correct lifestyles, maintain wellness, and undertake other cost saving measures.

The Committee shall meet regularly, on at least a monthly basis, and attendance shall be required. Actions taken in the absence of a bargaining unit representative shall be binding upon that bargaining unit.

The Committee shall develop annual goals, objectives, and timetables directly aimed at reducing health care costs. Sub-committees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions, and report back to the Committee. Goals and objectives not met within established timeframes shall be critically reviewed by the Committee.

If the City, in its sole discretion, is dissatisfied with progress in meeting goals and objectives or with the Committee's action or inaction on 1, 3, 4, and/or 5 measures listed above, the City may take such actions as it deems necessary to exact cost containment. Changes in measure 2 must be by agreement of the parties.

F) The Union releases the City from any obligation to expend monies currently in the healthcare savings fund created pursuant to former paragraph (g) of this Section on future cost increases or for wellness programming. The Union further releases the City from any obligation to consult with the Cost Containment Committee relative to the transfer or expenditure of those funds.

G) Coverage for well baby care, pap tests, and office visits shall be offered to all employees enrolled under conventional coverage as follows:

1) well baby care limited to routine examinations and immunizations for an infant until the infant's 1st birthday;

2) pap tests as well as office fee will be paid in full once every twelve (12) months;

3) office visits for routine wellness services and treatment of illness or injury rendered in the physician's office, including physical examinations and family planning shall be subject to a ten dollar ($10.00) co-payment, which shall be counted toward the individual's major medical deductible;

Fees that the physician charges for the services under paragraphs (1), (2), and (3) shall be paid on the same basis as other covered services (e.g. usual, customary, and reasonable). Payment for services under Part (g)(1) and (3) will be made for the first one hundred twenty-five dollars ($125) per single contract or three hundred dollars ($300) per family per calendar year collectively for well baby care (after the federally specified limits have been met) and for office visits. The ten dollar ($10.00) office visit co-pay shall not be counted toward the $125/300 limits. After deductibles are reached, payment shall then be under the major medical plan;

provided, however, that the bill shall be reduced by the ten dollar ($10.00) office visit co-pay before the 80%/20% co-payment formula is applied.

H) The City shall continue to provide a major dental program which provides the following:

Type A Services: Preventative 100%

Type B Services: Major and minor restorative 80%

Type C Services: Orthodontia 60%

Deductible for Type B Services: $50.00 per person per year; maximum payment of $1,000.00 per year.

Maximum lifetime benefit for Type C Services for any covered person $1,000.00; coverage limited to dependent children under age 19.

This program shall continue in effect for the duration of this agreement.

I) The City shall provide a three tier closed formulary prescriptive drug purchase program with a co-payment structure of a six dollar ($6.00) co-payment for tier 1 (generics) drugs; a fifteen dollar ($15.00) co-payment for tier 2 (preferred brand name) drugs; and a thirty dollar ($30.00) co-payment for tier 3 (non-preferred brand name) drugs. This program will include a generic drug substitution option.

1) The City shall select the provider for formulary drug program, who shall group drugs according to determinations made by the provider's therapeutic committee as it deems necessary. The City may select an alternative carrier at its option.

2) The City may implement managed care for the prescriptive drug program. This would allow for an evaluation of the interaction of an individual's different prescriptions on a voluntary basis. Recommendations could then be made to the individual and his/her physician for more effective drug therapy.

J) The coverages herein for dental and prescription drug shall be under either an individual or family contract as may be appropriate. The selection of the insurance carrier to provide the coverages herein is the exclusive right of the City.

K) A reopener over the terms of this section may occur upon ten (10) days notice by the City if the City's percentage rise in medical services costs in the year 2000 is more than seven percent (7%) greater than the industry actuarial trend for Northwest Ohio. The base cost for this purpose will be the average annual full-time equivalent employee cost for medical services for the combined calendar years 1998 and 1999. In calculating the City's percentage rise, claims for an individual that total more than $25,000 shall be excluded from consideration from both the base cost and the year 2000 cost. If agreement cannot be reached within thirty (30) days after commencement of the reopener, the parties shall select an arbitrator using the selection procedure set forth in Section 2106.18, "Definition and Grievance Procedure". The arbitrator

shall conduct a hearing and render a decision following the provisions of the Ohio Public Employee Collective Bargaining Law at Section 4117.14(G), notwithstanding the provisions of 4117.14(D)(1).

In consideration for the right to reopen on this basis during the term of the 1999 Collective Bargaining Agreement, the City shall not exercise its rights under Paragraph (e) above to take such actions as it deems necessary to exact cost containment through measures 1, 3, 4, and/or 5. The existence of this reopener provision, or this clause of that provision, does not prevent the parties from agreeing through the Cost Containment Committee or otherwise to cost containment measures during the term of this agreement.

The parties hereby agree that they will meet, confer and negotiate on the existing provisions of Section 2106.85 when the Frontpath Health Coalition plan expires.

2106.86 Public Employees Retirement System of Ohio

A) The City will continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

B) **As long as** ~~T~~the City ~~will implement~~ **participates in** a pension "pick-up" plan in accordance with Internal Revenue Service Regulation(s) and Ohio Attorney General Opinion(s) ~~whereby~~ **as permitted by law** State and Federal Income Taxes on employee pension(s) contribution(s) by all bargaining unit members, may be deferred.

~~C) The City will continue to pay the three percent (3%) of each individual employee's eight and one-half percent (8.5%) pension contribution in lieu of the employee paying the same, as agreed to in prior collective bargaining agreements.~~

~~D) Effective with the first full pay period of June of 1999, the City will pay an additional one percent (1%) of each individual employee's pension contribution in lieu of the employee paying the same (employee's payment reduced from five and one-half percent (5.5%) to four and one-half percent (4.5%)).~~

~~E) Effective with the first full pay period of June of 2000, the City will pay an additional one-half percent (½%) of each individual employee's pension contribution in lieu of the employing paying the same (employee's payment reduced from four and one-half percent (4.5%) to four percent (4.0%)).~~

~~F) Effective with the first full pay period of April of 2001, the City will pay an additional one-quarter percent (1/4%) of each individual employee's pension contribution in lieu of the employing paying the same (employee's payment reduced from four percent (4.0%) to three and three-fourths percent (3.75%)).~~

~~G) Effective with the first full pay period of April of 2002, the City will pay an additional one-quarter percent (1/4%) of each individual employee's pension contribution in lieu of the employing paying the same (employee's payment reduced from three and three-fourths percent (3.75%) to three and one-half percent (3.5%)).~~

~~H) Effective with the last partial pay period of May of 2003, the City will pay an additional one percent (1.0%) of each individual employee's pension contribution in lieu of the employing paying the same (employee's payment reduced from three and one-half percent (3.5%) to two and one-half percent (2.5%)).~~

~~I) Effective the first full pay period of December of 2004, the City will pay an additional one-half percent (0.5%) of each individual employee's pension contribution (employee payment reduced from 2.5% to 2.0%) in lieu of the employee paying the same.~~

~~J) Effective the first full pay period of December of 2005, the City will pay an additional three-quarter percent (0.75%) of each individual employee's pension contribution (employee payment reduced from 2.0% to 1.25%) in lieu of the employee paying the same.~~

~~K) Effective the first full pay period in January, 2007, the City will pay an additional one-half percent (0.5%) of each individual employee's pension contribution. (City participation payment increasing from seven and one-quarter percent (7.25%) to seven and three-quarter percent (7.75%).~~

~~L) Effective with the first full pay period of January of 2008, the City will pay an additional three-quarters percent (.75%) of each individual employee's pension contribution in lieu of the employee paying the same (the City participation payment increasing from seven and three-quarter percent (7.75%) to eight and one-half percent (8.5%).~~

C) **Effective with the first full pay period of July 2012, the City will pay five percent (5.0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 1.5% to 5.0%). In July of 2012, Local 2058 Communication Operator Supervisor employees receiving a reduction in pension pickup will receive a separate one time lump sum check in the amount of one thousand two hundred fifty dollars ($1,250). Local 2058 Communication Operator Supervisor employees unaffected by the pension pickup reduction are not eligible to receive the lump sum payment.**

D) **Effective with the first full pay period of March 2013, the City will pay two percent (2.0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 5.0% to 8.0%).**

E) **Effective with the first full pay period of March 2014, the City will pay zero percent (0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 8.0% to 10%).**

F) **In the event that the employee share of the pension payment increases due to a change in law or regulation during the term of this agreement the employee shall be responsible for paying the entire amount of the increased employee contribution.**

G) **Employees who are promoted into positions in this bargaining unit and who were hired or reinstated after January 1, 2009, shall be required to pay the entire employee share of**

their pension and, furthermore, shall not receive the lump sum payments contained in this section.

~~M) Employees hired by the City after the ratification of the contract shall pay their entire employee share of their pension contribution (currently ten percent (10%)). Any employee who is required to pay their full share of the employee obligation of the pension will continue to do so upon admission into Local 2058 through outside hire, promotion, transfer or any other means.~~

~~N)~~H) **Except for the one time lump sum payment of one thousand two hundred fifty dollars ($1,250) to affected employees,** ~~E~~employees that are eligible to have the City pick up a percentage of their employee share of pension are prohibited from receiving the payment specified in paragraphs C) through ~~(I)~~ **E)** directly. The payments will be to employees' individual P.E.R.S. accounts.

I) **Effective the first full pay period of March 2014, and pursuant to sub-section (e), the parties agree and understand that the city's pension pick-up referred to in this article will terminate, and the City will no longer implement or participate in any pension pick-up plan.**

2106.87 Safety Shoes and Glasses

The City will provide an employee purchase plan whereby authorized employees will be able to purchase personal protective equipment (shoes, glasses) including corrective lenses. The purchase program shall make these items available to the employee at forty percent (40%) of the cost, with the City paying the remaining sixty percent (60%). However, when the City requires the use of safety shoes or special soled shoes, one hundred percent (100%) of the cost shall be borne by the City. The Human Resources Department shall determine which employees will be authorized to purchase equipment through this program.

If and when safety shoes and/or glasses are worn out or damaged while on duty, such employee will turn in to the Department Head or Division Head said worn out or damaged safety shoes and/or glasses, whereas the City representative shall have them replaced, at no cost to the employee (on required safety shoes only).

2106.88 Vacation

A) All regular employees of the City shall be entitled to annual vacation with pay in accordance with the following table:

Amount of Service During Previous Year Through December 31	**Vacation**
Less than 1 full calendar year	
After 1 full calendar year	.916 days for each full month
After 7 full calendar years	
After 14 full calendar years	
After 21 full calendar years	
After 25 full calendar years	

2 weeks	5 weeks
3 weeks	6 weeks
4 weeks	

B) In addition to the above, after one full calendar year of service, the employee shall be entitled to one (1) full additional discretionary vacation day.

C) In determining eligibility for vacation, only continuous years of service shall be counted. Except where an employee has served nine full calendar years with the City and has terminated and then returns to the City, such employee shall be entitled to count the prior service for determining eligibility for vacation.

D) An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule his vacation in the year in which it should have been taken, he may request that such unused vacation be carried over to the following year. Such request must be submitted to the Department of Human Resources prior to December 1 of each year. All such carry over vacation must be taken no later than April 30 of the following year.

E) Employees shall be allowed to schedule and take vacations provided herein in accordance with existing Departmental procedures agreed upon between the City and the Union.

F) An employee shall not be allowed to be paid cash in lieu of receiving vacation unless the City for some valid reason has not allowed the employee to take the vacation time to which he is entitled by April 30 of the year following the calendar year in which it should have been taken. In that event, the employee shall be paid for such unused vacation days.

G) An employee may request the advance of five (5) days pay at the time of his vacation. The request must be made to the payroll clerk for the division at least fourteen (14) calendar days prior to the payday on which the check is to be received. This may be done once each calendar year and is contingent upon the employee having worked in the period in an amount sufficient to be entitled to the advance pay requested.

2106.89 Paid Holidays

A) All regular City employees who have completed their probationary period shall be entitled to fifteen (15) paid holidays as set forth below. To be entitled to receive pay for the holidays the employee shall have worked or be on a compensated day off on the day before and the day after the holiday.

Effective June 1, 1988
New Year's Day; Martin Luther King Day; Presidents Day (3rd Monday in February); Good Friday; Memorial Day (last Monday in May); Fourth of July; Labor Day; Columbus Day (2nd Monday in October); Veterans Day (November 11); Thanksgiving Day; the day after Thanksgiving; Christmas Eve (the last regular work day before Christmas Day); Christmas Day.

B) In addition to the above listed holidays, the employee shall be entitled to two (2) discretionary holidays to be selected by the employee and scheduled with adequate notification to the appropriate supervision. The employee shall schedule these holidays in such a way as not to impair the operation of the work unit, but the holiday shall be scheduled and the employee shall be permitted to take the holidays at some time during the calendar year.

C) For all employees observing the regular Monday through Friday work schedule, in the event any of the above holidays fall on Saturday, the City shall celebrate the holiday on Friday, and in the event the holiday shall fall on Sunday, the City shall celebrate the holiday on Monday.

~~D) The six (6) major holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.~~

~~E) Supervisors of the Refuse Collection system and the Sanitary Landfill who are required to work in conjunction with the employees performing those operations will observe the six (6) major holidays listed above and work on the nine (9) minor holidays. The employees who work the nine (9) minor holidays receive a bonus of one hundred twenty-six (126) hours pay at any requested pay period, or may take compensatory time off at the option of the employee.~~

2106.90 Funeral Pay

A) A regular full time employee shall be granted three (3) days funeral pay to arrange for and/or attend a funeral of a member of an employee's immediate family. For the purpose of this section an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild or any other relative residing in the household of the employee.

In the event the third day of such period of mourning falls on Saturday, Sunday or recognized holiday, then the employee shall be allowed the first scheduled work day thereafter. Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Toledo, an additional two (2) days of funeral pay for travel shall be granted and paid.

B) In the event of the death of the employee's father, mother, brother, sister, spouse, or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days, but shall not be deducted from the bonus days schedule.

C) An employee may take one (1) or two (2) days to attend the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within one (1) week after the date of burial.

This benefit shall also be extended when the relative is a veteran being returned for burial.

D) One (1) day of funeral pay shall be granted to attend the funeral of the employee's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law,

spouse's grandmother, spouse's grandfather, if such funeral occurs on a regular work day and if such employee was scheduled to work that day.

E) Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted one (1) day of funeral pay, three (3) days funeral pay will be granted upon the furnishing of an affidavit to the division level, such affidavit proving the existence of a special filial relationship. A filial relationship is defined as being one in which the employee bears or assumes a relationship with another individual similar to that of child, offspring, or parent.

F) Relationships within this policy which came into existence solely on account of marriage of an employee shall be considered dissolved on the same day said marriage is dissolved by law or death.

The relationship of aunt, uncle, first cousin, niece or nephew shall not be considered to come into existence on account of marriage of an employee.

The wife or husband of an employee's spouse's sibling shall not be considered to be a sister-in-law or brother-in-law of the employee.

G) An employee shall be granted funeral pay only after the employee furnishes evidence of the death of a person with whom the employee had a qualifying relationship.

2106.91 Jury Duty/Subpoena Rights

A) Any regular employee of the City who is required to serve on the jury in any court of record shall be paid regular rate of pay during such period.

B) Shift workers who serve on jury duty on regularly scheduled days off shall be granted compensatory time off, or overtime pay.

C) In order for an employee to receive pay under this section, the employee must secure a certificate from the Clerk of Court in which he served evidencing the fact of him having been required to serve.

D) Employees who are subpoenaed or are otherwise required to serve as a witness under any of the circumstances specified below before any and all State of Ohio and/or Federal Administrative tribunal(s) or Court(s) of Law, "shall suffer no loss in time or pay". Hours served herein shall be computed as though the employee was at work and shall not discredit for purposes of overtime and premium pay.

E) This provision will only apply as to witnesses when: the employee is appearing in their official capacity on behalf of the City, or the employee is testifying to matters directly related to their job responsibilities, or the employee is appearing in a matter of civic duty with the prior approval of the Department of Human Resources.

2106.92 Unemployment Compensation

The City shall continue to extend the provisions of the Ohio Unemployment Compensation Law to City employees.

2106.93 Educational Reimbursement

A) The City will reimburse tuition costs and general fees for courses taken at an educationally accredited college or university by full-time permanent employees. Such course work must be approved prior to enrolling by submitting documentation that the course(s) is necessary toward a degree which is required for a position in the City (including electives for that degree). Thereafter, the course work must be approved by the Department Head and finally to the Director of Human Resources. The fact that a specific course is required for a degree major where the degree with such a major exists as a minimum requirement for a higher classification will be relevant.

B) The city will also reimburse for technical courses. Courses must either be directly related to the employees current job or related to another classification career path. The determination of relatedness shall be made by the Director of Human Resources. To be related to a career path the course work must be within three (3) normal promotional steps. Technical courses will be fully reimbursed for a passing grade.

C) The City will reimburse the employee the cost of tuition and general fees for ten (10) credit hours per quarter/semester at the percentage rate of 100% for a grade of "A" and 90% for a grade of "B" or "C". Reimbursement shall be limited to tuition levels and general fees charged by the University of Toledo. These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better.

~~D) Non-accredited schools will be included.~~

~~E)~~D) If licensing or certification is a requirement of a classification held by an employee, the City shall pay the employee's licensing or certification expenses. Expenses for required training and/or educational units necessary for maintaining licenses or certifications used or mandated for any classification shall also be reimbursed by the City.

~~F)~~E) The City shall provide training and/or educational programs for full-time permanent employees to enhance career development under a program established jointly by the parties. (refer to Section 2106.72)

~~G)~~F) The City and AFSCME Local 2058 recognize the importance of maintaining and upgrading skills as changes occur in the workplace. The parties are committed to identifying resources to assist employees with upgrading their skills.

Training in these new areas may be done by City personnel. When it is beyond the scope of City personnel, training may be conducted through outside services. These costs shall be borne under the City's continuing education program.

G) **Any employee participating in the tuition reimbursement program that resigns, retires (non-disability) or is terminated must repay in full the tuition reimbursement paid by the City for courses completed less than two (2) years prior to the date of resignation, retirement, or termination. If necessary, this amount shall be deducted from the employee's severance pay and/or his or her final paycheck. In the event the employee's severance pay and/or final paycheck are insufficient to cover the full tuition reimbursement owed to the City, the employee must make arrangements to repay the amount owed. The City may pursue collection of the amount owed, if necessary.**

An employee who resigns or is terminated for cause or performance will lose all rights and benefits under the educational reimbursement refund policy effective on the date of his or her resignation, retirement, or termination.

2106.94 Base Annual Salaries

~~A) 1) Effective June 1, 2009 employees will continue to receive the wage rates that became effective in June of 2008 as set forth in the following salary schedule:~~

~~**HOURLY RATES EFFECTIVE JUNE 1, 2009**~~

~~SALARY GROUP~~	~~START RATE~~	~~FULL RATE~~	~~LONGEVITY START RATE~~	~~LONGEVITY FULL RATE~~
~~1~~	~~12.029~~	~~13.364~~	~~12.703~~	~~14.036~~
~~2~~	~~12.713~~	~~14.127~~	~~13.387~~	~~14.800~~
~~3~~	~~13.512~~	~~15.019~~	~~14.186~~	~~15.691~~
~~4~~	~~14.370~~	~~15.968~~	~~15.042~~	~~16.643~~
~~5~~	~~15.343~~	~~17.048~~	~~16.011~~	~~17.718~~
~~6~~	~~16.545~~	~~18.379~~	~~17.283~~	~~19.120~~
~~7~~	~~17.857~~	~~19.854~~	~~18.697~~	~~20.681~~
~~8~~	~~19.400~~	~~21.555~~	~~20.351~~	~~22.507~~
~~9~~	~~20.098~~	~~23.643~~	~~21.134~~	~~24.681~~
~~10~~	~~21.146~~	~~24.878~~	~~22.268~~	~~26.001~~
~~11~~	~~22.342~~	~~26.279~~	~~23.551~~	~~27.492~~
~~12~~	~~23.706~~	~~27.891~~	~~25.010~~	~~29.195~~
~~13~~	~~25.277~~	~~29.740~~	~~26.714~~	~~31.174~~
~~14~~	~~27.085~~	~~31.865~~	~~28.677~~	~~33.457~~
~~15~~	~~29.152~~	~~37.789~~	~~30.813~~	~~39.454~~

~~2) Effective the first full pay period in June of 2011 employees shall receive a two percent (2%) increase in the wage rates which became effective in June of 2008 as follows:~~

~~**HOURLY RATES EFFECTIVE JUNE, 2011**~~

A) The following hourly rates that were in effect as of May 31, 2012, shall remain in effect until the first full pay period of June 2013.

	NO LONGEVITY (Post July 1, 1982 hires)		LONGEVITY	
SALARY GROUP	START RATE	FULL RATE	START RATE	FULL RATE
1	12.270	13.631	12.957	14.317
2	12.967	14.410	13.655	15.096
3	13.782	15.319	14.470	16.005
4	14.657	16.287	15.343	16.976
5	15.650	17.389	16.331	18.072
6	16.876	18.747	17.629	19.502
7	18.214	20.251	19.071	21.095
8	19.788	21.986	20.758	22.957
9	20.500	24.116	21.557	25.175
10	21.569	25.376	22.713	26.521
11	22.789	26.805	24.022	28.042
12	24.180	28.449	25.510	29.779
13	25.783	30.335	27.248	31.797
14	27.627	32.502	29.251	34.126
15	29.735	38.545	31.429	40.243

B) Starting the first full pay period of June 2013, the rates which were effective in May 2012, shall be increased by two percent (2.0%).

C) Starting the first full pay period of June 2014, the rates which were effective in June 2013, shall be increased by two percent (2.0%).

~~B)~~D) An employee who is promoted or who works above his classification will receive the Starting Rate of the class to which the employee has been promoted unless the Starting Rate of the new classification is less than four percent (4%) greater than the rate the employee was earning in his regular classification. If the Starting Rate of the new classification is not at least four percent (4%) greater than the rate the employee was earning in his regular classification, then the employee shall receive the full rate of the new classification. When an employee falls

into a pay status that reflects less than one (1) cent, between the start rate and the full rate, then the City shall pay the full rate of pay. The Mayor may decide to pay a promoted employee at the full rate of pay that is applicable, provided that such decisions shall not establish a precedent or practice. Promoted employees at the Starting Rate will remain at the rate for ~~two thousand eighty (2080)~~ **one thousand forty (1,040)** actual work hours after their appointment.

~~C)~~**E)** Newly hired employees, who are not placed from within municipal employment, will be paid at the Starting Rate of the salary shown in this section for a period of ~~two thousand eighty (2080)~~ **one thousand forty (1,040)** actual work hours after the original date of employment by the City. The Mayor shall have the authority, however, to determine that a new or vacant position is difficult to fill and may then start the employee hired into such position at the full rate.

~~D)~~**F)** Whenever it becomes necessary to determine the hourly or daily rate of pay for an employee whose rate is stated herein as an annual salary, the determination shall be made by dividing the annual salary by two thousand eighty (2,080) to determine the hourly rate, or by two hundred sixty (260) to determine the daily rate of compensation for the employee.

2106.95 Shift Premium

A) Employees assigned on the second shift shall receive fifty cents (.50) per hour in addition to their base hourly wage. The second shift shall be considered to be any employee who starts four (4) hours after the regularly scheduled first shift starting time.

B) Employees assigned to the third shift shall receive fifty cents (.50) per hour in addition to their base hourly wage. The third shift shall be considered to be any employee who starts four (4) hours after the regularly scheduled second shift starting time.

2106.96 Saturday/Sunday Shifts; Holiday Pay

Shift employees working straight time on Saturday shall be paid an additional thirty-five cents (.35) per hour. Shift employees working straight time on Sunday shall **be paid an additional** ~~have their Sunday shift pay increased to~~ sixty cents (.60) per hour. Shift workers working Christmas Eve and New Year's Eve shall be paid twelve (12) hours at their regular straight time rate. Shift workers working the six (6) major holidays shall be paid ten (10) hours at their regular straight time rate.

2106.97 Hazard Pay

Whenever an employee is required to work or supervise under hazardous conditions or above a certain height or below a certain depth or in other listed conditions, hazard pay in the amount of sixty cents (.60) per hour shall be added to the employee's rate for the length of time the employee is actually performing the duties under the hazardous condition.

Hazardous conditions that may arise from time to time shall be settled and agreed upon between the designated representative of the employee and the Department of Human Resources.

2106.98 Meal Allowances

A) Whenever an employee works four (4) hours overtime contiguous to the regular shift, or when an employee has been called out for emergency overtime for four (4) hours or more, or whenever an employee works on scheduled overtime more than eight (8) hours, effective June 1, 2009 meals of a value of at least nine dollars ($9.00) or its equivalent shall be provided for employees on the job site at the expense of the City. The food will be procured and transported to the job site by the supervisor, or under the direction of the supervisor.

B) An additional meal shall be furnished for each additional four (4) hour period the employee works. In the event that the supervisor does not procure the meal, then an employee may procure the meal or meals and shall be reimbursed by the City in an amount not to exceed nine dollars ($9.00) for each meal procured, also effective June 1, 2009.

2106.99 Longevity Pay

Regular employees of the City appointed prior to July 1, 1982, shall be entitled to and be paid longevity. ~~in accordance with the following formula:~~

~~A) Employees hired prior to July 1, 1972, shall be paid longevity based on their years of service with the City as of that date.~~

~~Employees hired after July 1, 1972, shall be paid longevity based on their continuous service to the City after that date. Any employee hired after July 1, 1972, shall not receive credit for any prior service to the City for the purpose of determining the longevity pay to which the employee may be entitled.~~

~~Full Years of Continuous Service~~	~~Percent of Hourly Base Wage~~
~~After 20 years~~	~~8%~~

~~B)~~Employees **who receive longevity pay as of May 31, 2012,** shall continue to receive longevity pay based on their present longevity base rate. Employees **presently receiving longevity pay who are** promoted will receive the longevity base rate for their new salary group.

~~C) The amount determined by multiplying the longevity hourly base rate by the appropriate percentage shall be incorporated into the base rates of pay for those entitled to longevity. Thus, for those employees entitled to receive longevity pay under the provisions of this Section there shall be established base pay rates for employees with twenty (20) full years of continuous service.~~

2106.100 Travel Allowance

A) All City employees who are requested to use their private motor vehicles on City business shall be compensated at the rate per mile which may be deducted from the employee's Federal

Income Tax without having to itemize specific expenditures as established by the Internal Revenue Service letter. When an employee has had a City car assigned then they shall not have the City car reassigned and be requested to use their personal car on City business for periods of less than one week.

B) No City employee shall be required to use his private motor vehicle for City business unless that requirement was a condition of original appointment. The determination as to which positions are furnished a City owned motor vehicle may be made by the Mayor except assignment under these conditions shall be according to seniority (example - most senior employee has the choice as to whether he wants to be assigned a motor vehicle or be put on the allowance or provided a pool car). In the event the employee has had a City owned motor vehicle and it is taken away, the employee may either receive the mileage allowance for use of his vehicle as provided herein, or the employee shall be furnished a pool car. In no case can a City owned vehicle be reassigned to a more senior employee than the employee from which it was taken unless agreed to by the senior employee. The Mayor shall promulgate regulations covering the use of private vehicles on City business that are not in conflict with the provisions contained herein.

C) Forms shall be provided for the adequate reporting of mileage under this section and must be prepared by the employee and submitted monthly.

~~D) All municipal employees permanently employed at the Toledo House of Correction and the Low Pressure Pumping Station shall be paid transportation allowance to and from their place of employment at the rate per mile which may be deducted from the employee's Federal Income Tax without having to itemize specific expenditures as established by Internal Revenue Service letter per mile traveled each day in excess of ten (10) miles each day. Mileage shall be measured from the employee's place of residence to his place of employment by way of the shortest possible route. Transportation allowance shall be paid only for days worked and shall be paid monthly upon presentation of vouchers thereof. The daily mileage for which an employee shall be paid shall in no event exceed the following:~~

~~Low pressure pumping station 19 miles~~
~~Toledo House of Correction 26 miles~~

~~E)~~D) In the event the employee is recalled to work he shall be entitled to the allowance for each time he is required to report to work on any day.

2106.101 Professional Development Allowance

The City recognizes the unique nature of the work performed by the members of the bargaining unit and the benefit to the City as a result of each member's participation in professional organizations and technical societies, and recognizes the expenses involved in member's attempts to stay current in their particular professional, technical, and supervisory fields.

Effective in 2005, the annual Professional Development Allowance shall be in the amount of four hundred fifty dollars ($450.00), with no amount reserved as a credit. Payment shall be made on or before July 1st by separate check.

2106.102 Termination and Severance Pay

Employees Hired On Or Before May 31, 2012

Employees **hired on or before May 31, 2012** who terminate their employment with the City for any reason shall have their termination pay computed in the following manner.

A) They shall be compensated for any earned vacation and bonus vacation including any vacation carried over from the previous year plus vacation earned the year in which the employee terminated. The computation of the vacation earned in the year in which the employee terminated shall be in accordance with the following table:

Entitled to 2 wks - .916 x the number of months worked
Entitled to 3 wks - 1.333 x the number of months worked
Entitled to 4 wks - 1.750 x the number of months worked
Entitled to 5 wks - 2.166 x the number of months worked
Entitled to 6 wks - 2.583 x the number of months worked

B) In addition to the above, the employee shall be paid for any holidays worked for which he has not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and is terminated on or before June 30, he **or she** shall receive pay for one discretionary holiday. If the employee terminates after June 30, he **or she** shall receive pay for two discretionary holidays.

C) An employee shall also be paid longevity computed on a prorated basis for those number of months worked that year.

D) In addition to the amount set forth in A, B, and C above, employees who retire or who die while in the employment of the City or who separate in good standing from employment after twenty-one (21) years of service shall also receive severance pay for unused sick time accumulated to the time of termination at the rate of one-half (½) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days; provided, however, that those covered by the City's Annual Sick Leave Conversion Plan shall be paid in accordance with Section 2106.78 C).

E) In the event the employee has died as the direct result of injuries sustained in the course of employment with the City, he shall be paid full accumulated sick time at the time of termination.

F) Employees may purchase prior service credit from OPERS using their severance pay under the following conditions:

1) The employee must submit their OPERS statement of cost form to the Division Head no more than one hundred twenty (120) calendar days and no less than ninety (90) calendar days before the intended date of retirement. The employee must also sign a PAF II specifying the retirement date at that time, and a severance agreement and release devised by the City which shall include, but not be limited to, the employee's effective date of retirement.

2) The employee must have adequate severance pay available at the time of the application to purchase the amount of the prior service credit requested. The City is not responsible for purchasing or processing paperwork for prior service credit over and above the amount of severance pay available at the time of application. The City's responsibility is limited to submission of the specified payment to OPERS.

3) The employee's severance pay shall be reduced by the amount submitted to OPERS to purchase the prior service credit and the remaining severance pay shall be paid to the employee after retirement.

Employees Hired on or After June 1, 2012

Employees hired on or after June 1, 2012 who terminate their employment with the City for any reason shall have their termination pay computed in the following manner.

A) They shall be compensated for any earned vacation and bonus vacation including any vacation carried over from the previous year plus vacation earned the year in which the employee terminated. The computation of the vacation earned in the year in which the employee terminated shall be in accordance with the following table.

Entitled to 2 weeks - .916 x the number of months worked

Entitled to 3 weeks - 1.333 x the number of months worked

Entitled to 4 weeks - 1.750 x the number of months worked

Entitled to 5 weeks - 2.166 x the number of months worked

Entitled to 6 wks – 2.583 x the number of months worked

B) Payment for unused sick leave

In the event the employee has died as the direct result of injuries sustained in the course of employment with the City, his or her estate shall be paid full accumulated sick time at the time of termination.

If the employee has terminated their employment with the City other than by death as the direct result of injuries sustained in the course of employment with the City, and has twenty-one (21) or more consecutive years of service with the City, the employee shall

receive severance pay for unused sick time in accordance with the provisions of Section 2106.78, "Accumulation of Sick Days", subject to the following limits: unused sick leave will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the first four hundred eighty (480) hours and fifty percent (50%) of salary for the next four hundred eighty (480) hours for a maximum of nine hundred sixty (960) hours.

Such payment shall be based on the public employee's hourly base rate of pay at the time of termination.

C) Employees may purchase prior service credit from OPERS using their severance pay under the following conditions:

1) **The employee must submit their OPERS statement of cost form to the Division Head no more than one hundred twenty (120) calendar days and no less than ninety (90) calendar days before the intended date of retirement. The employee must also sign a PAF II specifying the retirement date at that time, and a severance agreement and release devised by the City which shall include, but not be limited to, the employee's effective date of retirement.**

2) **The employee must have adequate severance pay available at the time of the application to purchase the amount of the prior service credit requested. The City is not responsible for purchasing or processing paperwork for prior service credit over and above the amount of severance pay available at the time of application. The City's responsibility is limited to submission of the specified payment to OPERS.**

3) **The employee's severance pay shall be reduced by the amount submitted to OPERS to purchase the prior service credit and the remaining severance pay shall be paid to the employee after retirement.**

~~**2106.103 Subcontracting**~~

~~A) Except for emergencies involving public health, welfare and safety, or as indicated below, the City shall not subcontract any work or services which are being performed by Local 2058 Bargaining Unit employees of the City. This would not prohibit the City from contracting out work or services which would be of a nature or size which could not be performed by regular City employees.~~

~~B) Prior to any subcontracting of work or services, the City shall notify the union in writing of the proposed subcontracting using the subcontracting form approved by both the City and the Bargaining Unit indicating all of the work to be subcontracted, the proposed start and completion dates, the estimated cost and sources of funding and the reasons for the need to subcontract. The City agrees that all such contracts for work or services shall first be discussed between the division head and the assigned division union steward or Chief Steward in the absence of a division union steward. The steward shall provide the City with the union's response within a~~

~~period of five (5) work days of the meeting. If the union does not agree to the subcontracting at this stage, then the Union shall return the subcontracting form indicating the reasons within the five work days and the City shall, within five (5) work days, convene a meeting of the City/Local 2058 subcontracting committee listed in Section (c) below.~~

~~C) A Subcontracting Committee composed of two (2) members from Toledo City Employees Local No. 2058 Executive Board, and two (2) members selected by the Mayor will be appointed. The function of this Committee will be to review City of Toledo operations to assure that they are economically effective and competitive to the current labor market in this area.~~

~~D) If the Subcontracting Committee cannot agree over particular subcontracting within seven (7) calendar days, the matter will be submitted to expedited arbitration, said role will be to render a binding decision as to whether the right to subcontract in this instance is reasonable and that the City of Toledo has proceeded in good faith. The means of selecting the arbitrator will be by the expedited grievance arbitration procedure, Section 2106.18 Definition And Grievance Procedure, with a hearing to be held within fourteen (14) days and a decision within fourteen (14) calendar days thereafter.~~

~~E) If the arbitrator determines that the City consciously violated this section of the contract, the City shall pay the cost of the arbitration. However, if it is determined that the City made a reasonable effort to abide by this section of the contract, costs of the arbitration shall be paid by the losing party.~~

2106.<u>103</u> Successors and Assignees

In the event that the City transfers, sells, or leases to another entity any operation(s) covered by this agreement, the City shall inform said entity:

A) Of the exact terms of the agreement and,

B) That it is required to recognize and bargain with the Union as the representative of the employees of the transferred, sold or leased operations pursuant to Section 4117 of the Ohio Revised Code.

2106.<u>104</u> Savings Clause

A) If any article or section of this collective bargaining agreement or any rider thereto should be held invalid, illegal or unenforceable by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity or legality, the remainder of this agreement or any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B) It is the further intent of the parties that should any article or section of this agreement be held invalid, illegal or unenforceable and inoperative, that section or article shall be renegotiated

in an attempt to provide validity, legality and operativeness or acceptability to such section or article.

2106.105 Uniform Maintenance Allowance

In order to improve the efficiency and effectiveness of the 911 Communications Center and in recognition of the unique contribution made by the Communication Operator Supervisors, the City and the Union agree to recognize the cost associated with the cleaning and maintenance of required uniforms.

The City agrees to compensate Communication Operators Supervisors with annual lump sum payments which will be made in a separate check as follows:

Payable in July, 2012	**$250**
Payable in July, 2013	**$250**
Payable in July, 2014	**$250**

~~**2106.106 Reopener Provision**~~

~~An economic reopener may occur sixty (60) days before any of the scheduled increases in either of the following circumstances: (1) by agreement of the parties if payment of wage increases as scheduled could create reductions in service or other financially induced problems due to the City's revenue and expenditure picture; or (2) at the request of Local 2058 if the percentage base wage increase for any other City union for a contract commencing before the effective date of this collective bargaining agreement exceeds the percentage base wage increase for Local 2058 that becomes effective that year. If agreement cannot be reached within thirty (30) days after commencement of the reopener, the parties shall select an arbitrator using the selection procedure set forth in Section 2106.18 "Definition and Grievance Procedure", and specifying the need for an arbitrator who is FMCS/National Association of Arbitrators Certified. The arbitrator shall conduct a hearing and render a decision following the provisions of the Ohio Public Employee Collective Bargaining Law at Section 4117.14(g), notwithstanding the provisions of 4117(d)(1).~~

2106.106 Leave Donation Program

A) Employees in the Union covered by this agreement may donate vacation, compensatory time and sick time hours to a Leave Donation Program ("Program") for use by other employees in the bargaining unit subject to the provisions of this section. The Program allows employees to voluntarily provide assistance to eligible bargaining unit members who are in need of paid leave due to a serious illness of the employee or a member of their immediate family. For the purposes of this section, immediate family is defined as the employee's spouse, children (biological, adopted, step or foster), parents, siblings or grandparents.

B) Leave may be donated to the Program only in eight (8) hour increments. An employee may donate leave to the Program only if the employee has accumulated two hundred forty

(240) hours of leave. The maximum number of hours that can be donated in a calendar year is eighty (80) hours.

C) Leave that has been donated to the Program and used shall not be returned to the donating employee, and the employee donating the sick leave shall not be compensated for the donated leave, including at the time of retirement or separation in accordance with Section 2106.102 "Termination and Severance Pay". Sick leave hours donated to the Program shall not be counted against the employee donating the leave for the purpose of "Bonus Days" in Section 2106.83.

D) In order to receive sick leave donated to the Program an employee must:

1) Have completed his or her probationary period; and

2) Have no sick leave, vacation leave, or compensatory time available for use; and

3) Not be receiving any other disability related benefit such as worker's compensation; and

4) Be absent for a period of at least ten (10) consecutive work days for a serious illness of the employee or a member of their immediate family

E) Employees shall not have a disciplinary record in their personnel file for excessive use of sick time, abuse of sick time, unauthorized absence or a pattern of sick leave abuse;

F) Employees shall be eligible to receive a maximum of one thousand forty (1,040) hours of leave donated under the Program. The Program shall utilize donated time in order as donated by employees. In the event an employee donates more than eight (8) hours, the Program will utilize eight (8) hours from the first employee, and then eight (8) hours from the next employee, and so forth until the list of the employees who have donated leave is exhausted. Then the Program will return to the first employee on the list who has donated more than eight (8) hours, and then to the next employee on the list for use of eight (8) hours, and so forth until the maximum of one thousand forty (1,040) hours is exhausted.

G) Employees using leave under the Program shall continue to accrue sick leave and vacation leave and be entitled to all other benefits under this agreement. Any sick or vacation leave accrued by an employee using sick leave under the Program must be used in the following pay period(s) before any donated leave can be used. Employees who use donated leave will have those hours counted as absences for the purpose of Section 2106.83 "Bonus Days", unless otherwise prohibited by law.

H) The provisions of the Family and Medical Leave Act shall supersede the provisions of this section.

I) The Department of Human Resources shall enact, with the approval of the Mayor, an Administrative Policy and Procedure to implement the Program.

2106.107 Mid-Term Bargaining

In the event the City, as a result of exigent circumstances or the passage of legislation which conflicts with the terms of this Agreement, finds it necessary to seek a change or changes to a term or terms of this Contract, the City shall notify the Union of the proposed change or changes. The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain over such change or changes.

Should the Union demand to bargain as provided herein, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the Union.

If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

If the parties have not reached agreement by the end of the mediation period, the City may elect to submit the unresolved issue or issues to conciliation. The conciliator shall be selected and the hearing conducted in accordance with the provisions of R.C. 4117 and the implementing provisions of the Ohio Administrative Code.

2106.108 Termination

This collective bargaining agreement shall be effective as of the first day of June, ~~2009~~ **2012**, and shall remain in full force and effective through May 31, ~~2012~~ **2015**, and thereafter until terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code. As an alternative to the provisions of Chapter 4117, the Parties may mutually agree to commence negotiation(s) no later than ninety (90) days prior to the termination date, and may also at that time agree to ground rules and/or an "Alternate Impasse Procedure."

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

CITY OF TOLEDO

AND

COMMUNICATIONS OPERATOR SUPERVISORS'
UNION LOCAL 2058

EFFECTIVE JUNE 1, 2012 THROUGH MAY 31, 2015

FOR CITY OF TOLEDO:

Michael P. Bell, Mayor

Stephen Herwat, Deputy Mayor of Operations

Michael Niedzielski, Chief, Department of Law

Anthony Markwood, Attorney, Department of Law

Diana Ruiz-Krause, Deputy Chief Administrative Services

Leo Eggert, Captain, Communications Operations

DATE: 8/28/12

FOR LOCAL 2058:

Cheryl Tyler-Folsom, AFSCME Representative

Alan Cox, President, ~~Transportation~~ Neighborhoods

Mark Marzec, Vice President, ~~Streets, Bridges & Harbor~~

Patricia Tillman, Secretary, ~~Streets, Bridges & Harbor~~ Transportation

Doug Trueman, Treasurer, Parks, Recreation & Forestry

Gary Woytyshyn, Chief, Steward, Engineering Services

Molly Maguire, Board Member, Plan Commission

Barbara Lane, Board Member, Public Lands Maintenance

Joe Warnka, Board Member, Engineering Services

Jennifer First, Communications Operator Supervisor