COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF TOLEDO

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 20

JANUARY 1, 2013 – DECEMBER 31, 2015

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2121.01 Local 20 Recognition

(a) The City agrees to recognize Local 20 of the International Brotherhood of Teamsters as having jurisdiction over and being the sole and exclusive bargaining agent for employees of the City working in the classifications that are listed in Section 2121.02 (Classifications) who are employed in the Division of Solid Waste and the Water Reclamation Plant. The Union is recognized as the bargaining agent for the purpose of establishing wages, hours of work, handling of grievances and all other conditions of employment.

(b) New classifications created or positions added shall be the subject of negotiation between the City and the Union to determine if they are to be included herein. If the City and the Union cannot reach a mutual agreement relative to any new classification or position within thirty (30) days after the date they were created, then the matter shall be referred to the Grievance Procedure as set forth in Section 2121.21 (Grievance Procedure).

(c) The jurisdictional assignment for newly created Departments or Divisions shall be determined by negotiations between the City and the representatives of the various bargaining units. If agreement cannot be reached, then the matter shall be jointly submitted to the State Employment Relations Board for determination.

2121.02 Classifications

The classifications included in the bargaining unit are set forth herein and the salary group to which they are assigned is shown opposite the classification. Employees shall be paid in the salary group to which the classification is assigned in accordance with the wage rates set forth in the Section 2121.113 (Base Annual Salaries).

SALARY

CLASSIFICATION	GROUP
Account Clerk	4
Chemist-Bacteriologist	9
Clerk	3
Clerk Aide	2
Custodian	2
Data Communications Technician	8
Data Entry Clerk	3
Diesel Specialist	8
Dispatcher	4

Electrician	8
Equipment Repair Technician	7
Heavy Equipment Operator	6
Instrumentation Technician	8
Intermediate Account Clerk	5
Intermediate Clerk	4
Laboratory Aide	3
Landfill Equipment Operator	8
Light Equipment Operator	4
Machinist	8
Master Equipment Operator	8
Refuse Collector	4
Refuse Truck Driver	6
Senior Clerk	6
Senior Electrician	9
Senior Storekeeper	6
Senior Utility Worker	5
Senior Water Reclamation Maintenance Worker	8
Stenographer	4
Storekeeper	5
Tandem Truck Driver	5
Trades Mechanic	8
Utility Worker	4
Vehicle Mechanic	8

Vehicle Service Worker	5
Water Reclamation Maintenance Worker	6
Water Reclamation Operator	8

Requests for salary group or classification review shall be handled in a timely fashion as promptly as possible after submission. The parties agree to the following step process to resolve disputes over whether a particular position is at the appropriate salary group or classification:

Step One - The Union or employee requesting an upgrade in salary group or change of classification shall submit the request to the Division Head. The Division Head's recommendation shall be submitted within thirty (30) work days of the receipt of the request. If the Division Head does not make his/her recommendation by the thirtieth (30th) work day, the Union may advance the request to the next step.

Step Two - Compensation Evaluation Review Committee/ Human Resources Department Evaluation and Placement Section. The review shall be conducted within ninety (90) work days of receipt of the request by Human Resources if a current job analysis of the classification(s) at issue exists. Otherwise, a current job analysis will be completed within ninety (90) work days of submission of the request to this level and the review will be completed not later than ninety (90) work days after a job analysis is completed for the classification(s) at issue. The Union may advance the request to Step Three if the time lines specified are not met, or if it disagrees with the review conducted, in Step Two.

Step Three - Dispute Resolution Committee shall be comprised of the Director of Human Resources, a representative of the Union and a neutral third party appointed by mutual agreement. If mutual agreement cannot be reached by both parties within fifteen (15) work days of submission at this step, the parties shall select a neutral third party from the Federal Mediation and Conciliation Service within twenty (20) work days after receipt of the arbitration panel.

Once the neutral third party is selected, the hearing will be scheduled as soon as possible, with a written decision being rendered within thirty (30) work days. The neutral third party's decision at this step will be final and binding.

2121.03 Nonrepresentation - Probationary Period

(a) Employees in classifications set forth in Section 2121.02 (Classifications) shall not be represented by the Union until they have satisfactorily completed their original probationary period as set forth in Section 2121.33 (Probationary Period).

(b) Dues deductions for former Teamster members will be made from date of hire once information is provided to the City. This will not impact on Union representation or probationary period.

2121.04 Collective 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 agreements 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.

2121.05 Listing of Employees

The City agrees to furnish the Union, 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. This will include all alternates to all Local 20 positions.

2121.06 Union Assessments

In recognition of Teamsters Local 20'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 the effective date of this agreement, or their completion of their probationary period, whichever is later, either become members of Teamsters Local 20 or share in the financial support of Teamsters Local 20 by paying to the organization a service fee not to exceed the amount of dues uniformly required of members of the organization.

(a) The City will deduct any arrears in unpaid Union dues, initiation fees, service charges and equal assessments owed to the Union, as well as current Union dues, initiation fees, service charges and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deductions shall be made from the first paycheck of the month for which the current dues (payable in advance) and any initiation fee or service charges are due the Union. The City further agrees to remit to the Secretary-Treasurer of the Union, dues, initiation fees, service charges and uniform assessments so deducted from the paychecks of the employees covered herein.

(b) The Union will establish a rebate procedure for fees deducted from non-members of the Union in accordance with O.R.C. 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 to be responsible for the repayment of monies paid to the Union pursuant to this section, the Union, to the extent of those funds actually received, shall reimburse same to the City and/or the designated employees involved.

(d) D.R.I.V.E. The City agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a quarterly basis and then on a biweekly basis when feasible for all weeks worked. The City shall transmit to D.R.I.V.E. National Headquarters the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the deduction plan.

2121.07 Withdrawal Conditions

All employees promoted to positions outside of this bargaining unit shall secure a withdrawal card from the Union upon satisfactory completion of the appropriate probationary period. Dues check off for this bargaining unit employee shall cease upon satisfactory completion of such probationary period. All employees on a non-paid status must secure a withdrawal card in order to avoid any back dues liability.

2121.08 Credit Union

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

The City agrees to continue its current direct deposit program for employee paychecks. The employee may choose to receive a paper paycheck 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 deposits and follow the procedures for direct deposit as provided by the City.

2121.09 Savings Bonds and United Appeal

The City agrees to deduct from employees giving written authorization any monies for the U.S. Savings Bond Program and the United Appeal and Northwest Ohio Community Shares by payroll deduction and remit such withholdings to the proper authorities.

2121.10 Tax Sheltered Program (401-k)

The City will continue to make available during the term of this agreement the opportunity for all employees who have completed their probationary period to participate through payroll deduction in a deferred compensation plan (Section 401-k plan or Section 457 plan) developed and administered, whose cost shall be borne by the City, by a carrier designated by the City.

2121.11 Nondiscrimination Pledge

(a) The provisions herein shall be applied equally to all applicants for employment as well as all employees without discrimination as to age, sex, marital status, handicap, race, color, creed, national origin, sexual orientation or political affiliation. The failure of the City to apply these provisions without discrimination, when brought to the attention of the Union, shall be subject to the provisions of the grievance procedure.

(b) Particularly, it is the express intent 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 Equal Employment Opportunity Act of 1964, and the Civil Rights Act of 1991.

(c) All references to employees herein designate all sexes.

(d) The parties agree to cooperate in complying with the requirements of any federal or state laws pertaining to disability, provided the Union reserves the right to protect the integrity of the collective bargaining agreement.

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

(f) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership in the Union.

2121.12 Management Rights

The City reserves any and all rights as provided in Ohio Revised Code 4117.08(c), unless otherwise abridged herein.

2121.13 Chief Stewards and Stewards

The Union shall be represented by three (3) Chief Stewards and a reasonable number of Stewards. The names of the Chief Stewards and the Stewards shall be furnished in writing to the Department of Human Resources and the appropriate Division Head. Under normal circumstances, for the purpose of releasing Stewards for meetings, the City shall release a Chief Steward and two (2) Stewards from the Refuse Collection Operation, a Chief Steward and one (1) Steward from Maintenance and one (1) Steward from Operations from the Water Reclamation Plant, and one (1) Chief Steward from the Land Fill Operation. When it is necessary to release additional or all stewards from a particular unit, or units, the Business Agent of Local 20 will request and review the matter with the Division of Employee Relations.

2121.14 Union Release Time

(a) The Stewards and/or officers shall be permitted reasonable time to investigate and process grievances and conduct other necessary business during working hours. The Stewards shall notify their immediate supervisors that they are leaving their jobs to handle a problem and shall report when returning to work.

(b) Water Reclamation. The Chief Steward shall be released one (1) workday per week to attend to Union business. The steward may accumulate days up to the number of weeks per month.

(c) Refuse. The Chief Steward at the Refuse Department will be provided release time after performance of duties as assigned by the Commissioner or his designee during the first two (2) to three (3) hours of the workday. The Chief Steward is to be available for any duty during said period and must report for duty at regular starting time.

(d) Chief Stewards for Water Reclamation and Solid Waste shall keep a log of their daily activities. The Logs shall reflect each place the Union Stewards perform Union business each day during regular hours and the time spent at each such location and shall be submitted to their respective Divisions on a weekly basis.

(e) The Chief Steward and Stewards shall be entitled to be released as a group with pay for one training day each year. The business representative shall notify Human Resources thirty (30) days in advance of the date designated. This training day shall be in addition to existing release time for training and other purposes.

2121.15 Right to Visit

An authorized representative of the Union 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 premises, and such visit is made in such a manner as to not disrupt the City operations.

2121.16 No Strikes, Interruptions or Slowdowns

The services performed by City 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 interference with the services.

Employees may be required to go through picket lines where an emergency requires them to do so to protect the public health, safety and welfare, but only after proper arrangements have been made so as not to cause the employees to be considered strike-breakers and to properly protect them from any possible bodily harm.

2121.17 Stewards; No Authority

The Chief Steward and/or other Stewards have no authority to take any action interrupting the City's Operations.

2121.18 No Lockout

The City shall not engage in a lockout of the employees during the term of this agreement.

2121.19 Intent

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with the minimum amount of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to effect the resolution of grievances at the earliest step possible.

2121.20 Definitions

(a) A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute arising from the interpretation, application or observance of any of the provisions herein or any supplement hereto.

(b) The recognized levels of management under the grievance procedure are as follows: the Operational Unit, the Division and the Department of Human Resources.

(c) All grievances which arise above the operational levels shall be filed, in writing, and submitted within five (5) work days after the date the Union has gained knowledge that a grievance exists to the level of management where the grievance occurred.

(d) A grievance may be advanced to any step of the Grievance Procedure -- up to and including arbitration -- by mutual consent of the parties.

(e) For the purpose of this Section, the term "days" is defined as Monday through Friday, excluding holidays.

2121.21 Grievance Procedure

Step 1: Responsible Supervisor

When an employee has a grievance arising from action taken at the operational unit level, the employee shall reduce it to writing, and along with the Steward, discuss the matter with the responsible supervisor within three (3) work days after the City employee has gained knowledge that a dispute exists. City shall respond to the dispute within three (3) work days.

If the grievance is resolved, then the responsible supervisor and the union representative, or his designee, shall sign the grievance report.

Step 2: Commissioner/Division Head:

If the grievance is not settled in Step 1 above, then the union representative may submit the grievance to the Commissioner/ Division Head within five (5) work days following the date of the answer from the above step.

A hearing to resolve said grievance will be scheduled within five (5) work days, with a decision required in five (5) work days following the day of the hearing.

Step 3: Department of Human Resources:

Grievances which are unresolved following the above steps shall be submitted, in writing, to the Department of Human Resources within five (5) work days following the preceding decision. A hearing shall be scheduled within five (5) work days following notification of the grievance to the Department of Human Resources--through arrangements with the Local Union Business Representative or his designee. A decision will be required within five (5) days following the hearing.

(a) All grievances which arise above the operational level, shall be filed at the appropriate level and filed within five (5) days in writing and submitted within five (5) work days after the date the union has gained knowledge that a grievance exists to the level of management where the grievance occurred.

(b) A grievance may be advanced to any step of the Grievance Procedure--up to and including arbitration--by mutual consent of the parties.

2121.22 Arbitration

(a) If it is the decision of the Union to submit the grievance to arbitration, then the Union shall notify the Department of Human Resources, in writing, within ten (10) work days after the final answer of the City has been received by the Union. The procedure for binding arbitration shall be as follows:

(b) A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service or another mutually agreed source. After receipt of the list, the City and the Union shall alternately strike one (1) name from the list. The side to strike the first name shall be chosen by lot.

(c) The arbitrator shall conduct a hearing within thirty (30) days of his selection, at a time, date, and place mutually agreed to by the parties. The arbitrator shall render a decision within thirty (30) days of the conclusion of the hearing; unless the parties agree to an extension. The arbitrator shall not amend, add to, or delete any of the provisions of this agreement.

(d) The fees and expenses of the arbitrator shall be shared equally. The cost of the arbitration panel shall be shared as an expense when an actual arbitration of disputes occurs. All other expenses which include witnesses shall be borne by the party incurring the cost. However, any City employee called as a witness by either side will continue to receive his regular rate of pay while attending such hearing for those hours he would have been scheduled to work.

(e) Provisions of the work rules will not be subject to arbitration, except for paragraph 25 of the solid waste work rules. in the event a dispute occurs as to the reasonableness of the city's actions under paragraph 25 and that dispute cannot be resolved by negotiations ,the dispute shall be subject to arbitration with a hearing to be held within thirty (30) calendar days and a decision within fourteen (14) calendar days thereafter. An expedited panel shall be requested from FMCS with immediate selection of an arbitrator upon its receipt no later than three (3) work days thereafter. The arbitration shall be decided on a last best offer basis utilizing the considerations set forth in Ohio Revised Code Section 4117.14 (G).

2121.23 Failure to Answer or Appeal

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 Union 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. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievances. Time limits may be extended by mutual agreement.

2121.24 Suspension Without Hearing

(a) No employee shall be suspended from the service of the City without first having been afforded a hearing by the City's designated hearing officer.

(b) However, An employee may be suspended pending a hearing only for major infractions of 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.

(c) However, where an employee is suspended under this provision, the Bargaining Agent of the Union, or a designee, shall be notified of the suspension immediately, and a hearing before the City's designated hearing officer shall be held prior to the end of the second regularly scheduled work day after the day of the infraction at a time mutually agreed upon.

2121.25 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, with one (1) copy to be delivered to the employee and one (1) copy to be delivered to the Chief Steward, and one (1) copy to be delivered to the local Union business agent's office. Delivery to the employee shall be defined to have occurred if the charges are hand-delivered, or mailed to the employee's residence. Where resort to U.S. mail occurs, the date of the posting shall control and a written certification shall be provided to the hearing officer stating the date of mailing and address to which mailed. The employee's last known address shall be utilized. Charges must be brought and delivered as described above within seven (7) workdays (Monday through Friday) from the first day after the City had knowledge of the infraction, unless 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 litigation.

The hearing shall be held by the City's designated hearing officer on a date and time mutually agreed upon but no more than five (5) workdays (Monday through Friday) after the charges have been served on the employee. In the event the City hearing cannot be held because of the absence of the employee, business agent, division or department head, then it shall be held within five (5) workdays (Monday through Friday) after the return of the employee, business agent, and/or division or department head.

(b) Charges shall be preferred by the individual originally lodging them, and the Designee of the City shall serve as the Hearing Officer.

(c) The employee shall have the right to be represented at such hearing by the Union. The bargaining representative shall have the right to attend any such hearing held where an employee included in the jurisdiction of the bargaining unit is involved.

(d) The employee shall be presumed to be innocent and the burden shall be on the employer to show fault by the evidence presented at the hearing. The employee or his representative shall have the right to confront and question the accuser, the right to call and examine witnesses in the employee's behalf, the right to have all pertinent records made available

and the right to file a written answer to the charges, within five (5) work days (Monday through Friday) following the day of the hearing.

(e) The designee of the City shall hear only the evidence in support of the charges and only the evidence in defense of the charges and shall endeavor to ascertain the truth of the charges. The designee of the City shall make a recommendation to the Mayor on the case within five (5) workdays (Monday through Friday) following the closing of the hearing.

(f) In appropriate cases, referral to the Employee's Service Program may be considered as an alternative to immediate disciplinary action.

(g) If the recommendation of the designee of the City is for dismissal or demotion, the Mayor shall then review the matter with the parties and render a fair and just decision based on the discussion at that hearing.

(h) Penalties imposed as a result of the hearing shall be in compliance with the Progressive Disciplinary Procedure in Section 2121.27 (Progressive Disciplinary Procedure).

(i) An employee and the Union has the option to go directly to arbitration or the Civil Service Commission.

2121.26 Appeal

(a) Any disciplinary action involving a suspension, demotion or discharge taken against the employee shall, at the option of the employee, be subject to the appeal procedure of the Civil Service Commission or arbitration procedure provided in Section 2121.22 (Arbitration). When an employee has elected to file a grievance pursuant to the procedures set forth in said arbitration procedure and subsequently files an appeal to the Civil Service Commission, then said grievance shall be considered waived, the employee having elected to appeal to the Civil Service Commission under the Civil Service Rules, as provided by the Charter of the City.

(b) Any disciplinary action involving a verbal warning shall be subject to the grievance procedure commencing at the operational level. An appeal of the decision may be submitted to the Department of Human Resources whose decision will be final and binding on the parties. Any disciplinary action involving a written warning shall be subject to the grievance procedure commencing at the operational level. An appeal of that decision may be submitted to the Director of Human Resources, whose decision shall be final and binding. Written warnings if grieved would be proper before an arbitrator, furthermore, if said warning is reduced to a verbal as specified in Section 2121.28 (Clearing of Employee's Record) or Step One of the Progressive Disciplinary Procedure shall also be proper before an arbitrator, this would be at Step 3 of the Progressive Disciplinary Procedure or higher.

(c) A copy of the disciplinary action taken may be made available to the employee's steward at the request of the involved employee.

2121.27 Progressive Disciplinary Procedures

(a) In order to insure that all employees are treated fairly, the following standard procedure for imposing disciplinary action on employees guilty of minor infractions shall be followed.

This procedure shall apply to all disciplinary infractions except theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during work hours, the use of alcoholic beverages or abusive drugs during work hours, physical violence, offenses involving gross misconduct, or gross insubordination.

Step 1: Verbal Discussion:

When an employee commits a minor infraction for the first time, the matter shall be privately discussed between the employee and appropriate supervisor. The Union Steward shall be informed and may be present so that the Union can be afforded an opportunity to discuss the matter with the employee. A record of the infraction shall be maintained, subject to the provisions of Section 2121.27 herein.

Issuance of a verbal warning under this section is a prerequisite to imposing later disciplinary action under the Progressive Disciplinary procedure.

Step 2: Reprimand:

An employee who commits a minor infraction after having received a verbal warning for an earlier infraction shall be given a written reprimand and placed in Step 2 of this procedure. Reprimands shall be discussed with the employee privately. The Union Steward shall be present and informed so that the Union can be afforded an opportunity to discuss the matter with the employee.

A copy of the reprimand will be furnished to the Department of Human Resources, the Union Steward and the Union office.

Step 3: Suspension 1 - 10 Days.

An employee found guilty of a minor infraction within twelve (12) months of issuance of a reprimand shall be suspended without pay for up to ten (10) workdays depending upon the investigation of the cause of the rule infraction, the employee's work record and the seriousness of the infraction.

Step 4: Suspension 11 - 20 Days.

An employee found guilty of another minor infraction within twelve (12) months thereafter shall be suspended without pay for from eleven (11) to twenty (20) workdays, depending upon the investigation of the cause of the rule infraction, the employee's work record and the seriousness of the infraction.

Step 5: Discharge.

An employee found guilty of another minor infraction within twelve (12) months thereafter shall be discharged.

Major Infractions:

With regard to the major offenses of 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, the employee is subject to advanced disciplinary action as deemed appropriate by management, rather than the progressive disciplinary procedure established under this section. The disciplinary action shall also place the employee at the equivalent level in the Progressive Disciplinary Procedure. With regard to subsequent discipline the designated Hearing Officer will have the discretion to only award an appropriate penalty for the subsequent infraction rather than automatically imposing the next step in the P.D.P.

2121.28 Clearing of Employee's Record

Where an employee has gone for one (1) full year since his last disciplinary step, the employee's disciplinary record will be reduced by one (1) step.

Where an employee has gone for eighteen (18) months since his last disciplinary step, the employee's disciplinary record will be cleared.

2121.29 Counseling

When it becomes necessary for a supervisor to counsel an employee, it shall be done in private in a manner which will not cause embarrassment to the employee.

2121.30 Garnishments

~~The subject of assessing corrective discipline for violations regarding garnishments was discussed during the 1985 negotiations with Local 20.~~

~~The Union stated that an employee's financial difficulties are often magnified if he is required to serve a disciplinary layoff for such infractions.~~

~~The City realizes that there are different varied reasons for garnishment actions taken against employees and, therefore, the City will continue to provide through its employee assistance program or through whatever other resources are available in the community, counseling regarding the employee's responsibility toward his creditors and the City.~~

2121.31 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.

2121.32 Labor-Management Meetings

Labor-Management meetings shall be arranged upon request between the Division and Union to discuss matters pertaining to employee relations. Meetings will be held at least once per quarter. Labor-Management meetings will be arranged between the Chief Steward and the Division or a designated representative thereof upon the request of either party. Such a meeting shall be between not more than four (4) representatives of the Division and not more than four (4) representatives designated by the Union. Arrangements for such Labor-Management meetings shall be made in advance and an agenda shall be presented at the time the meeting is requested. The members of the Union shall not lose time or pay for the time spent in such Labor-Management meetings. The parties may agree to request the Federal Mediation and Conciliation Service or other agreed upon outside agency to provide assistance in establishing these meetings.

2121.33 Probationary Period

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. Employees in classifications included in Section 2121.02 (Classifications) except temporary labor pool employees, shall be probationary employees for a period of ninety (90) work days or 720 hours worked. A probationary employee shall not receive any fringe benefits during the first ninety (90) work days or 720 hours worked of the probationary period.

If an employee is injured during probation, the hours that the employee is off work injured will not count as time served in probation.

2121.34 Seniority

(a) 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.

(b) The seniority date of a City employee shall be the date of the employee's appointment as a permanent or provisional employee. If the employee was originally hired as a temporary employee and worked continuously full time and was subsequently made a permanent or provisional employee in any classification without a break in service, then upon the employee's successful completion of a sixty (60) work day probationary period in the permanent or provisional position, the employee's seniority date shall be the date of original appointment to the temporary position.

(c) All full time continuous service as a temporary shall be counted for the purpose of determining the employee's entitlement to fringe benefits. If the employee had worked as a temporary continuously full time for sixty (60) work days, then the employee shall be eligible for fringe benefits and Union representation immediately upon appointment as a permanent or provisional employee.

2121.35 Temporary Pool

In the event, the City restores its Refuse Collection operations, (1) the City and the Union shall negotiate language for Section 2121.35 Temporary Pool, and (2) the language for this section that was contained in the 2010-2012 Collective Bargaining Agreement shall be the starting point for the negotiations of this Section.

~~The City will employ, based upon its needs in the Solid Waste Division only, temporary collectors.~~

~~Temporary collectors will be paid at the starting rate of that classification until such time as they complete two hundred sixty (260) actual days worked at which time if they are not employed full time they would then move to the next level of pay within the collector's pay classification.~~

~~Temporary employees will have their original date of hire as their seniority date when as defined in Section 2121.34 (Seniority) (b) and (c).~~

~~Temporary employees who became members of the temporary pool on or before the date of ratification of the 2000-2003 contract will be given preference on open full time positions based on their temporary seniority within the solid waste division. Employees who became members of the temporary pool after ratification shall be entitled to placement of their names on any future eligibility list created for the refuse collector classification.~~

~~Temporary Collectors Pool employees will be recognized as members of Teamsters Local 20 for purposes of representation only after they have completed two hundred sixty (260) actual days worked.~~

~~Temporary Collectors when certified to a permanent refuse collector position will be entitled to vacation on a pro rated basis from the previous twelve (12) month period from the date of certification, if not already receiving vacation. The pro rata vacation time earned can be taken in the year the employee is certified as long as it is within the vacation limits defined in the Divisional Agreement.~~

2121.36 Unit Seniority

Unit Seniority shall mean seniority in a classification within the unit and shall be used for preference of vacations, bonus vacations, holidays, assignment of work and placement on the overtime rotating list in accordance with Divisional Agreements.

2121.37 Seniority List

The City shall provide seniority lists. These lists shall be kept up to date and give the employee's City-wide seniority date and current permanent or provisional classification seniority date. The list shall be posted for all employees to see. These lists shall be furnished to the Union monthly if any changes are to be made to such lists.

2121.38 Provisional Appointments

(a) In the absence of an eligibility list, the employee with the most unit seniority qualified to do the work in the next lower classification shall have the right to be appointed provisionally to that position until an eligibility list is established. If there is no eligible employee within the immediate lower classification, the employee with the most unit seniority qualified to do the work in the next lower classification shall have the right to be appointed provisionally to that position and so forth until no employees within that unit are eligible for appointment.

(b) If there are no eligible employees within that unit, the employee with the most classification seniority qualified to do the work within that Division, in the next lower classification, shall have the right to be appointed provisionally to that position until an eligibility list is established. If there is no eligible employee within the immediate lower classification, the employee with the most classification seniority qualified to do the work within the Division shall have the right to be appointed provisionally to that position and so forth until no employees within that Division are eligible for appointment.

(c) If no employee is selected within the Division, the Commissioner of the Division shall notify the Department of Human Resources of the vacancy. The Department of Human Resources shall send a notice of the vacancy to all Divisions and to all Union Stewards. The notice shall be posted in all work units. Employees shall have five (5) work days to submit a request to be considered for the position. These requests shall be submitted to the Commissioner of the Division where the vacancy exists. The names and qualifications of the applicants shall be submitted to the Department of Human Resources for a determination as to basic qualifications. The Department of Human Resources shall submit a list of all qualified applicants to the Commissioner of the Division where the vacancy exists. The Commissioner of that Division may appoint from this list to fill the vacancy provisionally.

(d) As a result of the Civil Service Qualifying Procedure, if a provisional employee is ineligible for certification to the position, the employee shall have the right to return to the classification within the Division they held prior to that provisional appointment.

(e) If the employee is certified to the position, the time spent as a provisional employee shall be counted toward the completion of the employee's probationary period.

(f) When an employee has served in a provisional status in the same classification for a period one (1) year of continuous service during which period no examination is held, said employee shall, pursuant to the rules of the Civil Service Commission, become a permanent appointee in the classified service at the conclusion of such one (1) year period.

2121.39 Seniority - Stewards

Local 20 Stewards during the term of their office shall have super seniority for the purpose of layoff and recall. The Steward shall be entitled to hold or exercise super seniority solely within the work unit elected. For the purpose of this section only, work unit seniority shall be defined to mean Water Reclamation Division, Refuse Section, and Landfill Section of the Solid Waste Division. They shall return to their original standing on the seniority list at the end of their terms of office.

2121.40 Seniority During Military Service

(a) Regular employees who leave the service of the City to enter that of the United States Armed Forces, or the services 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.

(b) Sick leave accrued prior to the date of an employee's entrance into the military service shall be preserved until his return to City employment.

(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 City service. All such appointments shall be subject to the priority rights of the permanent employees granted military leaves.

2121.41 Seniority During Industrial Disability

An employee who is unable to work because of industrial (service connected) disability shall accumulate seniority during this period of sickness or disability not to exceed two (2) years duration, unless by mutual agreement this period is extended in writing.

2121.42 Transfers

(a) Transfers of permanent employees will be made by the City in accordance with the rules governing transfers as adopted by the Toledo Civil Service Commission. Where the transfer has been approved under the rules, the City shall make the transfer.

(b) The City may request the transfer of an employee for the good of the service. The request of the City must be made to the Commission and must be handled under the rules as established by the Commission.

(c) An employee transferred as provided herein shall be probationary for a period of thirty (30) days. During this period either the transferred employee or City can request a transfer back to the former position. Where the City wants to transfer the employee back and the employee does not agree, then the employee shall have the right to appeal under the grievance procedure established herein.

(d) Any previously Red Circled employee who takes a voluntary demotion or transfer anywhere in the City shall retain his Red Circle status and shall receive the Red Circle rate for the position that he demotes or transfers to if there is a red circle rate being paid for that position or a higher rate being paid for the position if one exists.

2121.43 Promotions

(a) When a promotional competitive list has been certified to the City, the Division Head shall afford the employees on the list an interview. When the Division Head does not intend to appoint the employee who is first on the list, then the Division Head shall inform the employee

of his not having been selected, and where requested, the reason for being bypassed. It is the intent of the parties that the employee who is first on the competitive promotional eligibility list should be appointed.

(b) Non-competitive and continuous lists

(1) The city may create non-competitive promotional and continuous eligibility lists for any local 20 classifications.

(2) Non-competitive promotional eligible lists shall be comprised of Local 20 applicants who respond in a timely manner to an announcement for the classification and qualify as determined by the Department of Human Resources. City employees in lower salary groups may apply. The names of applicants who qualify under the provisions of this section shall be placed on the list by City seniority without a grade or ranking and the entire eligibility list shall be certified to the Division. Lists shall remain in force for six (6) months from the date of establishment unless extended by the Department of Human Resources for additional six (6) month periods. When fewer than three (3) names remain on a list, the City may declare the list expired.

(3) Continuous eligible lists shall be comprised of local 20 applicants who apply during the pendency of the list and qualify as determined by the Department of Human Resources. City employees in lower salary groups may apply. The names of Local 20 applicants who qualify under the provision of this section shall be placed on the list by City seniority without a grade or ranking, and the entire eligible list shall be certified to the division. Applicants' names shall remain on the list for two (2) years from the date of their placement on the list. When fewer than three (3) names remain on a list, the City may declare the list expired.

(4) (i) The employee who is determined the most qualified to do the work from among the three (3) most senior employees on the eligibility list in the next lower classification in the unit shall have the right to be appointed to that position. If there are not at least three (3) eligible employees within the immediate lower classification, then the most senior from the next lower classification who is/are on the eligibility list shall be included for consideration to provide for selection from among three (3) candidates. If there are no employees on the list in the next lower classification below the vacancy, then the employee(s) determined most qualified to do the work from among the three (3) most senior employees on the eligibility list in the next lower classification(s) shall have the right to be appointed to that position and so forth until there are not at least three (3) within that unit eligible for appointment. Seniority for purposes of consideration from within the unit shall be unit seniority.

(4) (ii) If there are fewer than three (3) eligible employees within that unit, then the employee(s) with the most classification seniority who is/are on the eligibility list from the division in the next lower classification(s) from the vacancy shall be included for consideration to provide for selection from among three (3) candidates. So long as one of the candidates is from within the unit in which the vacancy exists, unit seniority shall be the seniority used. If there are no employees on the eligibility list from within the unit, then the employee who is determined most qualified from among the three (3) employees on the list with the most classification seniority within that division, in the next lower classification, shall have the right to be appointed to that position. If there are not at least three (3) eligible employees within the

immediate lower classification, then the most senior employee(s) on the eligibility list from the next lower classification with the division shall be included for consideration to provide for selection from among three (3) candidates and so forth until there are not at least three (3) employees within that division eligible for appointment.

(4) (iii) If there are fewer than three (3) eligible employees with the division, then the candidate(s) with the most City seniority on the eligibility list shall be included for consideration to provide for selection from among three (3) candidates. So long as one of the candidates is from the division in which the vacancy exists, classification seniority shall be the seniority used. If there are no employees on the eligibility list from within the division, the employee who is determined most qualified from among the three (3) employees on the list with the most City seniority shall be appointed.

(5) In the event that there are fewer than three names on the non-competitive promotional eligibility list or continuous eligibility list and the list is expired by the City, or the list has not been extended, then the City must exhaust the provisional appointment process under section 2121.38 (Provisional Appointments) and the remainder of the priorities set forth in section 2121.45 (Vacancies) prior to utilizing a recruitment list.

(c) When names from a non-competitive recruitment or a competitive recruitment list have been certified to the division, first consideration shall be given to bargaining unit members whose names are certified to the division from the list. When the division head does not intend to appoint a bargaining unit member and at least one member has been certified to the division from the list, then the division head shall inform the employee(s) of his/their not having been selected, and where requested, the reason for being bypassed.

(d) The employee who was bypassed under either (a), (b) or (c) then shall have the right to appeal the action of the Division Head in not appointing the employee through the grievance procedure established herein. The employee shall file a grievance within three (3) work days after having been informed of the fact of being bypassed.

(e) When the employee has filed a grievance under this section, then the position shall not be filled permanently or provisionally until the action of the Division Head has been reviewed through the Department of Human Resources level of the grievance procedure.

(f) An employee promoted to a higher classification as a result of certification from a promotional list, who is found to be unsuited for the work of the new classification, or who desires to return to the former position during the thirty (30) work day probationary period, shall be reinstated to that former position.

2121.44 Work Days; Probationary Period

Whenever work days are referred to herein relative to periods of time an employee must work as a probationary employee, the term work days is understood to mean a day the employee reported and worked a minimum of ~~four (4)~~ eight (8) hours.

2121.45 Vacancies

(a) In the event an existing position becomes vacant, it shall be filled by appointment with the following priorities:

(1) Recall of permanent employees who are laid off or displaced in accordance with recall procedure set forth herein.

(2) Reappointment of employees reclassified to a lower level as set forth in Civil Service Commission Rules.

(3) Promotion from the appropriate eligibility list as set forth herein.

(4) Transfer (movement from a position in one class to a similar position in the same class and grade) of permanent employees in conformance with Civil Service Commission Rules.

(5) Voluntary Demotion (movement of a permanent employee to a position in another class having a lower maximum salary rate by request of the employee) in conformance with Civil Service Commission Rules.

(6) Provisional Appointment as provided for in the Toledo Civil Service Commission Rules.

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

(b) If the City intends to leave the vacancy unfilled, or intends to defer filling the vacancy until some time certain, the City shall so notify the Union within thirty (30) calendar days of the occurrence of the vacancy. Failure to comply with this provision shall require the City to fill the vacancy immediately, by a provisional or permanent appointment.

2121.46 Alternates

(a) An alternate is an employee who may be temporarily assigned to perform duties of a position above the employee's regular classification. The Toledo Civil Service Commission shall determine an employee's qualification to serve as an alternate. There is no duty to assign an alternate; however, an alternate may be 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.

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

(b) When the decision by the management to use an alternate is made, one (1) of the top three (3) employees within that unit standing at the top of the eligibility list for the classification to be temporarily filled shall be chosen to serve as the alternate. If no employee within that unit is on the eligibility list, the temporary assignment shall be given to one (1) of the three (3) employees within that Division at the top of the eligibility list. Where a non-competitive list is used the temporary assignment shall be given to one (1) of the three (3) most senior qualified employees of first the unit and then the Division on the noncompetitive list.

(c) If there is no list available, one (1) of the top three (3) senior employees with approved alternate papers for the classification to be temporarily filled shall be chosen to serve as the alternate. If an employee's alternate papers have been filed but have not yet been acted upon by Civil Service at the time the position is to be filled, the division head may conditionally approve the alternate papers pending the determination by Civil Service. Such conditional approval shall only be applicable to positions in the Local 20 bargaining unit.

(d) In applying the Rule of Three set forth in sections (b) and (c) above, additional employees' names will not be added to the original three (3) employees until each of the original three (3) employees has been chosen for an assignment or has been chosen but refused the assignment.

(e) An alternate may not be assigned to an open position for more than sixty (60) work days unless the cause of such vacancy is covered under one of the sections of the agreement authorizing approved time off or unless the time limits are extended by the parties, the position then must be filled with a full time person rather than continue to use an alternate.

(f) 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) workdays immediately preceding the single compensated day off. The employees shall be paid at the alternate rate of the position worked for more than a single compensated day off providing the employee worked in the alternate position for six (6) of the ten (10) work days immediately preceding the compensated days off to a maximum of 120 work days.

(g) Overtime worked at alternate status may be elected as compensatory time and the difference between hourly rates will be paid with the pay period for the hours worked.

2121.47 Layoff Procedure

(a) When it is necessary to reduce the work force for lack of work or for other legitimate reasons, any temporary, provisional, 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 within the bargaining unit, with the City.

(b) An employee laid off shall have the right to displace another City employee having less continuous service than the laid off employee in accordance with the following procedure.

(1) First: Employees will be offered funded vacant positions within the Local 20 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 provided employees conform to the provisions listed in this section.

(2) Second: The employee shall have the right to displace the employee in the same classification, within the bargaining unit, with the least amount of continuous service with the City.

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

(4) Fourth: 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.

(5) Fifth: Notwithstanding the above procedure, an employee will be allowed to displace an employee in a classification he has not performed in when that classification is in a logical progression from his present classification or 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.

(6) Sixth: The definition "perform in the classification" will include employment outside the City where documentation has been submitted to and approved by the Toledo Civil Service Commission prior to the layoff process. An individual approved must be able to perform the duties of a position.

(7) Seventh: 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.

(8) Eighth: Notwithstanding the above procedure, any employee whose position has been identified for elimination or who has been displaced by a more senior employee shall have the right to accept the layoff without repercussion.

(9) Ninth: In the event there are any seasonal employees working anywhere for the City, permanent 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.

(c) The City of Toledo will notify the Union thirty (30) days prior to the effective date of layoffs that the elimination of positions has become necessary.

(d) Any previously Red Circled employee who is laid off or bumped shall retain his Red Circled Status and shall receive the Red Circled Rate for the position that he bumps down to or

up to if there is a Red Circle Rate being paid for that position or the higher rate being paid for the position if any exists. The same procedure will apply to recall of an employee.

(e) The City will allow the more senior employee, during a reduction in the work force due to lack of funds or lack of work, to exercise the option of taking the layoff in lieu of the employee about to be laid off.

(f) Employees who have successfully completed the training programs, specified in Section 2121.88, will be deemed qualified for purposes of layoff and recall under Sections 2121.47 and 2121.48. There shall be a limit on the number of employees deemed qualified in this manner who can fill vacancies and bump into maintenance worker position of 20% of the total maintenance worker positions at the time.

2121.48 Recall Procedure

(a) Employees laid off or displaced will be placed on a recall list for their respective bargaining unit by seniority. Employees will remain on this list until they are returned to the classification they occupied in the Division they were in prior to the layoff or displacement, with the following exceptions.

(1) A five (5) year period has elapsed without recall, in which case, they will be removed from the recall list.

(2) All employees must accept recall to their former classification.

(b) Before any vacancies are filled, the qualifications of individuals on the recall list will be reviewed by Department of Human Resources personnel to determine if they possess the necessary qualifications. Permanent employees who are judged qualified will be recalled by seniority to fill vacancies in the same or lower salary group of their permanent classification.

(c) In the absence of an eligibility list, individuals on the recall list who are qualified as determined by Department of Human Resources personnel will be allowed to fill positions at a higher salary group than their permanent classification on a provisional basis by seniority provided there are not permanent employees at that salary group or higher who are displaced or laid off who qualify for the job and are willing to accept it.

(d) Prior to hiring from eligibility lists, individuals on the recall list who are qualified as determined by the Department of Human Resources personnel will be allowed to fill vacancies in job classifications at the same salary group and/or in a lower salary group than their permanent classification.

2121.49 Loss of Seniority

An employee shall be given written notice of the reason for loss of seniority and shall be given the opportunity of having a hearing before such action is taken. The seniority of the employee shall be considered broken and the employee terminated for the following reasons:

(a) The employee resigns his position in the service.

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

(c) After recall notice has been sent to the employee and the employee fails to report for work after fourteen (14) calendar days.

(d) The employee is absent on his own accord for a period of more than five (5) consecutive work days, and fails to properly apply for a leave of absence.

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

(f) An employee enters employment for another employer or becomes self-employed while on a leave, as provided in Section 2121.54 (Falsification of Request).

(g) An employee is laid off continuously for more than five (5) years.

2121.50 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 and the Union in accordance with the rules enumerated in Section 2121.50 (Leave of Absence Without Pay) through 2121.58 (Employment by Bargaining Agent).

(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 Parties' express intent that this chapter of the Code 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. Any remedy for violation of this act shall be as set forth in the Act. Employees on an approved FMLA (Family Medical Leave Act) leave may hold fifteen (15) days vacation and fifteen (15) days sick time for later use.

2121.51 Personal Leave up to Five (5) Days

Any request for an excused absence for a period of five (5) work days or less may be granted by the employee's Plant Manager or his/her designee without the necessity of preparing formal leave papers.

2121.52 Personal Leave from Six (6) to Thirty (30) Calendar Days

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

Request for such leave of absence shall be in writing, in triplicate, and shall be signed by the employee stating the reasons for said leave. One (1) copy shall be retained by the employee, one (1) copy by the Department of Human Resources, and one (1) copy by the Union.

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

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.

2121.53 Personal Leave of More than Thirty (30) Calendar Days

(a) A leave of absence for more than thirty (30) calendar days in any calendar year may be granted provided the request meets requirements of Section 2121.50 (Leave of Absence Without Pay).

(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: an employee who is on an industrial injury leave and in the City program with the Program Physician will be entitled to return to his/her position when determined to be physically able to return to work in their classification; or an employee who is on a leave pursuant to the Family and Medical Leave Act of 1993 will be entitled to return as provided therein.

If an employee elects to go on Worker's Compensation pursuant to Section 2121.99(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 office of the City Auditor the premiums necessary to continue the employee's hospitalization-surgical-drug prescription benefits in force during the period of time exceeding thirty (30) days the employee is on leave. Life insurance benefits will be maintained during said period. 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 agreement.

2121.54 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 the employee may be discharged provided that the discharge will be subject to review under the grievance procedure provided herein.

2121.55 Military Leave

An employee who is called or enlists into military service shall be placed on an approved leave of absence during the initial tour of duty. Upon discharge, the employee shall have ninety (90) calendar days to report back to the City to be reassigned in accordance with the law. The employee shall accrue seniority while on such leave as provided in Section 2121.40 (Seniority During Military Service).

2121.56 Maternity Leave and Pay

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

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. 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 2121.50 (Leave of Absence Without Pay) through 2121.58 (Employment by Bargaining Agent).

(b) 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 ten (10) days from accrued sick days for the purpose of staying home to assist his family at the time of his wife's delivery. The Union hereby agrees to hold harmless and indemnify the City for any liability which may arise over the enforcement or application of this provision.

(c) It is the Parties' 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; provided, however, that any remedy for violation of this Act shall be as set forth in the Act.

2121.57 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 as provided in Sections 2121.50 (Leave of Absence Without Pay) through 2121.58 (Employment by Bargaining Agent). 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, unless by mutual agreement this period is extended in writing.

2121.58 Employment by Bargaining Agent

Notwithstanding the provisions of Section 2121.54 (Falsification of Request), an employee may be granted a leave of absence without pay for a period not exceeding 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.

2121.59 Work Schedules

(a) Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by both the City and the Union. This provision shall not be construed to prevent the City from assigning work from one shift to another.

(b) If, under this section, work schedule changes are proposed by the City, and the Union does not mutually agree to the proposed change, then the proposal of the City may be referred to arbitration at the request of the Mayor. The arbitrator shall review the proposed change to determine its reasonableness, including its impact on bargaining unit employees. In the event the arbitrator finds that the proposed change is not reasonable, then that proposal will not be implemented. Where the proposal is found by the arbitrator to be reasonable, it may then be implemented. When the decision is rendered in favor of the City, the arbitrator shall have the authority to compensate for monetary losses to the employees.

The City and the Union shall meet for the purpose of selecting an arbitrator within ten (10) work days after the Mayor has notified the Union, in writing, of the City's desire to refer a proposed change to arbitration. Any proposal referred to arbitration shall be submitted to the arbitrator as an accelerated grievance and shall take precedence over other matters awaiting arbitration. The proposal shall not be implemented until the arbitrator's decision has been rendered.

2121.60 Starting Time

The starting time shall be determined on an operational basis and the employees shall be made aware of the established starting time for their unit. The established starting time for the unit shall be strictly enforced in accordance with Division Rules.

2121.61 Work Day

The work day shall be the employee's regularly scheduled eight (8) hours of work with a fixed starting and quitting time and shall consist of eight (8) consecutive hours, except as broken for breaks and lunch period. This shall include the Division of Solid Waste Refuse Collection Operations.

2121.62 Work Week

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except for employees in a seven (7) day, twenty-four (24) hour operation and except for such operations where the delivery of service to the public requires a different work schedule, then the current schedule practice shall prevail.

2121.63 Quitting Time

The established quitting time for each operational unit shall be strictly enforced. Where employees are required to ring a time clock, they shall be permitted to ring out and leave the premises not more than six (6) minutes prior to the established quitting time. Clean up time for each employee's tools and equipment, work area, and person shall be negotiated from operational unit to operational unit between the individual unit, and the Union and the Department of Human Resources.

2121.64 Work Shifts

Eight (8) consecutive hours of work shall constitute a work shift, Sunday through Saturday, or as past practices in scheduling have been accepted.

2121.65 Shift Work Schedules

Work schedules showing the employee's shift, work days and hours shall be posted at least ten (10) days in advance on Department, Division or Unit bulletin boards and shall remain posted.

2121.66 Saturday and Sunday Shift Workers

All employees shall be considered to have two (2) Saturdays and two (2) Sundays within any two (2) 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.

2121.67 Breaks and Lunch Hour

(a) There shall be a fifteen (15) minute break in each four (4) hours of work. There shall be a break after ten (10) hours of work and each two (2) hours thereafter.

(b) There shall be a minimum of one-half (1/2) hour lunch period without pay for all regularly scheduled employees. If the City and the Union mutually agree, in writing, to waive the minimum lunch period provided herein for specified operations, the employees shall be permitted to work eight (8) straight hours without taking a lunch period.

(c) All shift employees who work a seven (7) day continuous operation shall receive a one-half (1/2) hour paid lunch period.

(d) All employees at the Landfill shall not be entitled to a morning or afternoon rest break, but instead this time will be added to the one-half hour lunch break, thus providing for a one hour lunch break.

2121.68 Daily Overtime

(a) All work in excess of the regularly scheduled eight (8) hour work day 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. This includes the Division of Solid Waste Refuse Collection Operations.

(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.

(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 of overtime pay.

(d) If the employee is requested to report to work more than two (2) hours 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) All such hours shall be paid at the appropriate overtime rate.

2121.69 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.

2121.70 Sunday Overtime

For regularly scheduled employees (Monday - Friday), Sundays shall be compensated at the rate of double time 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.

2121.71 Holiday Overtime

(a) When a regularly scheduled employee (Monday-Friday) works on a holiday, the employee shall be compensated for the holiday plus double time for all hours worked on such holiday. 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 worked Friday the employee shall be compensated at the double time rate for all hours worked on the Friday. In the event the employee works on Saturday, the employee shall be compensated at time and one-half (1½) for all hours worked on Saturday. In the event the holiday falls on Sunday and is observed on Monday, this same rule shall apply.

2121.72 Overtime Guarantee

The overtime guarantees set forth herein shall not be applied to those situations where the employee is attending a prescheduled meeting; ~~where there has been a citizen complaint which~~

~~necessitates a Pollution Control inspection outside the regular working hours;~~ or to attend a required court 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.

2121.73 Overtime Shift Work

All work in excess of an eight (8) hour shift within ~~a~~ the twenty-four (24) hour period of 6:00 AM to 6:00 AM shall be compensated as overtime ~~except where past practice in scheduling has been accepted~~.

2121.74 Saturday/Sunday Overtime Shift Work

(a) 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.

(b) When a shift employee works his second scheduled day off, it shall be considered as Sunday and shall be compensated at the double time rate.

(c) When a shift worker works on his scheduled day off for a holiday, he shall be compensated for the holiday plus double time for hours worked on such day.

(d) Overtime procedure for shift workers shall be mutually agreed upon by both parties on a Divisional basis.

2121.75 Overtime Rotating List

(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. The seniority rotating overtime list shall be established by job classification according to the employee's seniority within the class. It shall also show the original hiring date. All overtime hours worked shall become part of the seniority rotating overtime list of all employees. The list shall be followed except as otherwise provided by divisional agreements.

(b) When an employee is requested to work overtime and refuses such overtime assignment, the employee shall be charged with such overtime. Overtime rotations lists shall be updated daily and remain posted at all times.

2121.76 Probationary Employees Overtime

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. 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.

2121.77 Promotional Probationary Overtime

An employee that is 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 provided 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 promoted, shall be charged with the average amount of hours and shall be so placed on the overtime rotating list.

2121.78 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 it is necessary to require employees to work overtime, the employees with the least seniority within the unit shall be scheduled to work.

2121.79 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.

2121.80 Assignments; Inequality

If at the time that overtime assignments are shown to the departmental steward and the steward advises the supervision that there is a mistake, supervision still has the prerogative to make the assignments. The departmental steward, upon finding there was a mistake, shall file under the grievance procedure. Employees not called for overtime when entitled shall be made whole for this loss.

2121.81 Compensatory Time

An employee who has worked overtime shall be allowed to receive compensatory time off in lieu of pay at the appropriate overtime rate if the employee so elects. The employee shall receive this time off with pay in such a way as not to impair the operations of the work unit. In the absence of such election by the employee, the employee shall receive pay as provided herein. An employee must take all compensatory time in excess of one hundred (100) 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 (100) hours in the next regular pay period.

2121.82 Special Work Schedules

The City shall have the right to establish the work schedules for new additional positions. These work schedules may require employees to work on Saturdays and Sundays and have other days off during the week. Work schedules at present levels shall not be affected by this provision. Further, where bargaining unit employees are placed in positions in a Division, they will work the shifts required by the operation of the Division.

2121.83 Compensated Time Considered Time Worked

Holidays, vacations and other time off to which such person is entitled as a matter of rights under or by virtue of any ordinance of the City and this Agreement shall be considered as time worked.

2121.84 Injury at Work

An employee who may be injured during the course of the 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.

2121.85 Provisions for Safety

(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. Protective devices, as required by law, to properly protect employees from injury shall be provided by the City.

(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 for them.

(c) Local 20 will participate in the City-wide Labor- Management Health and Safety Committee. The Union will be represented on this Committee by the local Union business representative and one (1) other designated representative. The City will be represented by a designee of the Director of Human Resources and such other representatives as are needed. This Committee will also include representatives from other bargaining units within the City. The Committee will consider all issues brought before it regardless of the bargaining unit impact.

(d) This joint Committee will perform the following functions:

(1) The Committee shall develop annual goals, objectives, and timetables directly aimed at reducing worker's 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.

(2) 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;

(3) The Committee may develop a safety award program.

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

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

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

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

(g) 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.

(h) 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.

2121.86 Excluded Employees

Employees excluded from this agreement shall not perform work covered by the listed classifications and ordinarily assigned to employees covered herein.

Supervisors may assist employees and perform work when emergency conditions prevail, and, furthermore, be permitted to perform related tasks for legitimate training purposes.

Employees deprived from work by the action of the employer in violation of this Section shall be made whole for their loss, subject to the grievance/arbitration procedure as provided in this Agreement.

2121.87 Bulletin Boards

The City agrees to furnish bulletin boards in each unit. The Union shall have the right to post Union notices or notices of social gatherings on the bulletin boards. No article shall be removed from the bulletin boards without first securing permission from the Union. Any employee found guilty of this act may be disciplined. Bulletin board placement shall be mutually agreed upon.

2121.88 Training in Service

The City recognizes that it is impossible to select by an examination process, persons who are fully competent when appointed to perform all duties to which they may be appointed. The employee shall be given all help possible to qualify during the employee's probationary period.

The City shall form a Joint Training Committee with appropriate representation from the Administration, Civil Service and the Union to cooperate and assist in the establishment of

various training programs to assist City employees in qualifying for promotions to higher positions.

Based upon the above paragraph, the City shall establish training programs for all Local 20 employees to establish minimum requirements to become qualified to test for the following classifications:

(a) Tandem Truck Driver

(b) Refuse Truck Driver

(c) Water Reclamation Maintenance Worker

(d) Landfill Equipment Operator

Employees participating in these training programs will do so on a voluntary basis and without added compensation for time spent in training. Successful completion is only intended to qualify the employee to take the Civil Service examination for the classification, not as a substitute for minimum requirements for other purposes. Provided, however, those who successfully complete the training program and pass the Civil Service Exam will be deemed qualified for purposes of layoff and recall under Section 2121.47 (Layoff Procedure) and 2121.48 (Recall Procedure). There shall be a limit on the number of employees deemed qualified in this manner who can fill vacancies and bump into Maintenance Worker positions of 20% of the total maintenance worker positions at the time.

These training programs shall be established by mutual agreement between the parties to this agreement and shall test primarily for actual job performance.

Programs for Refuse Truck Driver, Water Reclamation Maintenance Worker, and Tandem Truck Driver shall only occur before future Civil Service tests for those classifications.

2121.89 Working Below Classification

No employee shall be required to work below his classification if there is any other employee in that lower classification who is working above that lower classification in the same unit.

Employees temporarily required to work below their classifications shall receive their regular rate of pay.

2121.90 Working Above Classification

Employees temporarily required to work above their classifications or pay rate shall receive the higher rate of pay for said higher classifications.

2121.91 Working Out of Classification

No employee shall be required to work out of classification if there is a vacancy and an eligibility list for that classification, except alternates may be used as provided in Section 2121.46 (Alternates).

2121.92 Resignation

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

2121.93 Other Employment Compatibility

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

2121.94 Change of Name, Address, Phone Number

When an employee changes his name, address or phone number, he shall within fifteen (15) working days, notify his supervisor on the appropriate forms. Such changes are to be forwarded by the supervisor to the Department of Human Resources who shall correct the employee's records and file such change in the employee's personal history file. The Union shall receive a copy of such notification for all employees in the bargaining unit.

2121.95 Accumulation of Sick Days - employees hired before April 1, 2013

Regular employees of the City hired on or before May 18, 1991 shall be credited with sick days in accordance with the following formula 5/19/91: One and one-quarter (1-1/4) 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.

Those employees hired on or before 5/18/91 shall have the option of maintaining their current sick leave accrual and severance pay plan as set forth in Part A or the sick leave conversion plan as set forth in part B below. This election shall occur from 2/1/92 to 3/15/92.

Employees hired on or after 5/19/91 shall be covered exclusively by the sick leave plan in Part B.

(A) Employees who elect to maintain their current sick leave accrual and severance pay plan shall be credited with sick days in accordance with the following formula 5/19/91: 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. Provided the conditions of Section 2121.120 (Termination and Severance Pay) have been met, unused sick leave accumulated to the time of termination shall be paid 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.

An employee who dies as the direct result of injuries sustained in the course of employment with the City shall receive payment for the full accumulation of sick pay at the time of death or retirement.

(B) (1) Employees hired on or before May 18, 1991 who elect the sick leave conversion plan set forth herein will bank accumulated sick leave through May 18, 1991. This banked sick leave accumulation will be used as the need for sick pay arises or may be converted to cash under the terms set forth in Part (B)(3). Provided the conditions of Section 2121.120 (Termination and Severance Pay) have been met, unused sick leave from that banked effective May 18, 1991 will be paid as follows at the employee's regular rate as of May 18, 1991: 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) On and after May 19, 1991, employees covered by this plan shall be credited with sick days in accordance with the following formula: 3.231 sick hours shall be credited for each pay period of service, not to exceed eighty-four (84) hours per calendar year. Such hours shall continue to accumulate at such rate without any maximum limitation.

(3) 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.

At the option of the employee, sick leave hours not used by the end of the year may be paid over into a trust established by the Union or any employee and intended to be a "secular trust" providing for payment of the amounts accumulated therein at retirement or separation. Such trust shall be trusteed and administered by the Union, which shall be solely responsible for such trust.

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 twenty-five percent (25%). Employees with fewer than four hundred twenty (420) 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. The employee's accrued sick leave shall be reduced by the number of hours converted to cash.

(4) Provided the conditions of Section 2121.120 (Termination and Severance Pay), have been met, unused sick leave accrued after May 18, 1991 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 three hundred and twenty (320) hours and fifty percent (50%) of salary for the next three hundred and twenty (320) hours for a maximum of six hundred and forty (640) hours.

(5) An employee who dies as the direct result of injuries sustained in the course of employment with the City shall receive payment of the full accumulation of sick pay at the time of death or retirement.

2121.95.1 Accumulation of Sick Days - employees hired on or after April 1, 2013

Employees hired on or after April 1, 2013 shall be credited with a total of five (5) hours of sick leave per month for a maximum of sixty (60) hours per calendar year. Employees hired on or after April 1, 2013 shall not receive any payment for unused sick days upon termination or retirement with the exception that an employee who dies as the direct result of injuries sustained in the course of employment with the City shall receive payment of the full accumulation of sick pay at the time of death.

2121.96 Sick Pay Usage

Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of illness, injury or exposure to contagious disease suffered by the employee not in the course of their 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 the provisions. 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. The family illness provision shall be for a limited period of time, not to exceed three (3) days to enable the employee to secure other arrangements for the care of the member of the employee's immediate family.

2121.97 Reporting; Proof of Illness

(a) The employee, while absent on sick pay, must notify the supervisor under agreed practices. When claiming sick days an employee must remain at home caring for their illness or that of their sick family member, 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. If the sick family member does not reside in the home of the employee, the employee shall provide notice when reporting off that they will be at the sick family member's home and its location. The employee shall then remain at the sick family member's home, unless away receiving medical attention such as in a hospital, at the doctor's office or at a pharmacy, and be able to document the absence from home. An employee who is recuperating from surgery or some other major medical condition who is advised by his physician that a change of location would hasten their recovery, may do so with the approval of the Department of Human Resources. An employee who is recuperating from surgery or other 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) Beginning January 1, 2006. When an employee has used five (5) days or forty (40) hours of sick time in a calendar year 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 employee's sick time usage that is neither FMLA - approved nor otherwise documented exceeds six (6) days or forty-eight (48) hours. The employee may be subject to discipline pursuant to the PDP for that usage and each additional non-FMLA approved or otherwise undocumented sick day that calendar year.

"Documented sick time" for purposes of this paragraph and to paragraph (c) shall be restricted to notes or other documentation from a medical practitioner's office (physician, nurse practitioner, nurse, dentist, chiropractor, physical therapist) and school officials/school nurses on medical or school stationery.

(c) An employee who goes home sick after reporting for work shall receive written notification for the second occurrence in a calendar year that has not been documented in accordance with paragraph (b) above. The written notification shall instruct the employee that the same conduct in the future will result in the employee being required to submit appropriate documentation concerning the reasons for leaving early for the remainder of the calendar year. This provision shall not be applicable when employee has a pre-approved doctors or dentists appointment. Nor shall it apply where an employee authorized to report to work for a partial work day, either before or during that day, when 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.

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

(d) When the use of sick days extends beyond three (3) consecutive work days, the employee shall furnish the City with a "Statement of Attending Physician" in accordance with Division Policies and Procedures and the provisions above.

(e) 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.

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

2121.98 Sick Pay Extension

In the event of the extended illness of an employee and after having exhausted all accumulated sick days, bonus days and vacation days, then a request may be made to the Department 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

along with where sick leave time is exhausted due to extraordinary circumstances, extra consideration shall be given in determining the eligibility of the employee for such extension. In the event the request is not granted, the employee shall be notified of such action. In the event a sick and accident insurance benefit mutually agreeable is secured, then this benefit shall be discontinued.

2121.99 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 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 30 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 60 days.

Should such disability exceed sixty (60) calendar days, the Director of Human Resources, on application therefore 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 over any of the issues 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 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 sufficient sick time balance, the City shall recoup the injury pay by reducing future sick leave earnings by one-half 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) work days 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. Vacancies will not be permanently filled by transitional work. Further, it is not the intent of the provision to assign an employee transitional work in a higher salary group if that would prevent another employee from serving as an alternate. An employee whose regular work hours differ from the work hours of the operation where the employee is assigned transitional work shall only be required to work during the hours of his or her regular daytime

work shift (e.g. 7:00 - 3:30 instead of 8:00 - 4:45). In addition, an employee shall not incur any parking expenses as a result of engaging in transitional work.

Transitional work assignments will be identified by the Department of Human Resources in consultation with those divisions who have appropriate tasks available. Preference shall be given to assignments within the Local 20 bargaining jurisdiction. The currently available assignments and the tasks involved in each division will be provided in writing to the Union. The Union shall be advised in advance of transitional work placements.

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; however, each division shall participate in the transitional work program.

(h) 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 2121.85, Provisions for Safety) will also serve as a Cost Containment Committee for Workers' Compensation.

(i) The employee shall refund the Treasury of the City of Toledo amounts received as Temporary Total Disability benefits under the Ohio Workers' Compensation Law.

(j) An employee not participating in the transitional work program whose position is filled at the time the employee returns to work will be allowed to return to a lower rated position at the employee's regular rate of pay, if there is no vacancy in the employee's classification.

(k) An employee not participating in the transitional work program whose position is filled by an employee performing transitional work at the time the employee returns to work will be allowed to assume his former position or a lower rated position filled by an employee performing transitional work at the employee's regular rate of pay.

2121.100 Return to Work

In the event an employee's physician releases the employee to return to work and the City does not agree and demands an examination by the City's physician, the employee shall remain at his/her current pay status pending the receipt of the results of the examination by the City's physician.

In the event there is a dispute between the City's physician and the employee's physician concerning the employee's ability to return to work and the dispute must be resolved by a third physician, the employee shall remain at his/her current pay status pending the receipt of the decision of the third physician.

All accrued time under the collective bargaining agreement shall continue to accrue during the procedure(s) described in paragraph 1 and 2 above.

Accrued time used by the employee during the procedure(s) described in paragraphs 1 and 2 above shall be reimbursed to the employee when the employee is returned to work.

The City's refusal to allow an employee to return to work shall not subject an employee to a loss of position under Section 2121.50.

2121.101 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.

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	4	3½	3	2½	2½	1½	1	0
10	4	4	4	3½	3	2½	2	1	0		
9	3½	3½	3½	3	2½	2	1½	1	0		
8	3	3	3	2½	2	1½	1	0			
7	2½	2½	2½	2	1½	1	½	0			
6	2	2	2	1½	1	½	0				
5	1½	1½	1½	1	½	0					
4	1	1	1	½	0						
3	½	½	½	0							

2121.102 Death Benefit

Effective January 1, 1997, a death benefit in the amount of one and one-half times the employee's base yearly salary shall be paid to the designated beneficiary of a regular employee of the City of Toledo upon death, providing such death occurs after the employee has completed the probationary period. Each employee should furnish the City with a Designation of Beneficiary. In the event the employee has failed to designate a beneficiary, then the benefit shall be paid in accordance with the Inheritance laws of the State of Ohio.

2121.103 Hospitalization-Prescriptive Drug-Dental Insurance

Teamsters Local 20 members enroll in the City of Toledo's health plan, effective November 1, 2010.

(a) General Provisions: The City shall provide hospital, medical, surgical, outpatient diagnostic laboratory services, prescription drug, dental and vision care and benefits under the terms and conditions set forth below. The Union membership shall provide monthly contributions ~~-single $25.00, single plus one, $40.00 and family, $55.00. This~~

~~contribution takes effect the first month after implementation.~~ in accordance with the following schedule:

There shall be a monthly co-premium paid by each employee for hospitalization, prescriptive drug and dental insurance. Employees will pay the following monthly co-premiums:

	Single Coverage	Single + 1 Coverage	Family Coverage
Effective with the first full pay period of April 2013	$48	$80	$92
Effective with the first full pay period of January 2014	$71	$120	$129
Effective with the first full pay Period of January 2015	$94	$160	$166

The co-premiums will be made by payroll deduction on a pre-tax basis. Spouses who are both employed by the City of Toledo will on pay one co-premium payment based on the level of coverage selected. The "Birthday Rule" and the "Spousal Exclusion" language in Part A of this section continue to apply to coverage options.

(b) Coverage shall be provided to each employee, each employee's spouse and all unmarried dependent members of the employee's family to age twenty-six (26). 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. Where spouses who are both employed 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".

In cases of demonstrated hardship due to excessive co-premiums (e.g., spouse's annual income is less than $30,000 and they have to pay 40% or more of the employee's premium payment), special consideration will occur.

(c) Coverage for this purpose shall be an insurance carrier selected exclusively by the City.

(d) 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.

(e) The panel of providers, and/or preferred provider organization (P.P.O.), selected by the city for managing and providing services must be utilized.

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

(i) 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%).

(ii) 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.

(iii) There shall be a ~~sixty-five~~ one hundred dollar ~~($65.00)~~ ($100) 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.

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

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

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

(iii) Office visits for routine wellness services and treatment of illness or injury rendered in the physicians office, including physical examinations and family planning shall be subject to a fifteen dollar ($15.00) co-payment, which shall be counted toward the individual's major medical deductible;

(h) Fees that the physician charges for the services under paragraphs (i), (ii), and (iii) shall be paid on the same basis as other covered services (e.g. usual, customary, and reasonable). Payment for services under Part (f)(i) and (iii) will be made for the first one hundred twenty-five dollars ($125.00) per single contract or three hundred dollars ($300.00) per family per calendar year collectively for well baby care (after the specified limits have been met) and for office visits. The fifteen dollar ($15.00) 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 fifteen dollar ($15.00) office visit co-pay before the 80%/20% co-payment formula is applied.

(i) 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.

(j) Prescriptive drug program: 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 drugs (generics), a fifteen dollar ($15.00) co-payment for tier 2 drugs (preferred brand name drugs); and a thirty dollar ($30.00) co-payment for tier 3 drugs (non-preferred brand name drugs). This program will include a generic drug substitution option. The City shall select the provider for the formulary drug program.

(ii) 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.

(k) The coverages described herein shall be under either a single, single plus one 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.

(l) Monthly contributions 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 (1) premium payment based on the level of coverage selected.

2121.104 Public Employees Retirement System of Ohio

(a) The City shall continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

(b) The City of Toledo shall implement until pension pickup is eliminated pursuant to this section, a P.E.R.S. pickup program for bargaining unit employees. This plan will be in accordance with the Internal Revenue Service regulations and Ohio Attorney General opinions, whereby State and Federal Income Taxes on employee pension contributions by all bargaining unit members will be deferred.

~~(c) Effective the first full pay period in November, 2010, the employee will pay an increase of 1.5% of employee's pension contribution ("pension pick up"), the City will pay 7% of employees 10% share.~~

~~(d) Effective the first full pay period in July, 2011 the employee will pay an increase of 1.5% of employee's pension contribution ("pension pick up"), the City will pay 5.5% of employees 10% share.~~

~~(e) Effective the first full pay period in July, 2012 the employee will pay an increase of 1.5% of employee's pension contribution ("pension pick up"), the City will pay 4% of employees 10% share.~~

(c) Effective with the first full pay period of April 2013 the employee shall pay a total of seven and one-half percent (7.5%) of the employee's pension contribution and the City shall pay two and one-half percent (2.5%) of the employee's share.

(d) Effective with the first full pay period of April 2014 the employee shall pay a total of nine percent (9.0%) of the employee's pension contribution and the City shall pay one percent (1.0%) of the employee's share.

(e) Effective with the first full pay period of April 2015 the employee shall pay the entire amount of the employee's pension contribution and the City shall pay zero percent (0%) of the employee's share.

(f) In the event the employee share of the pension contribution increases due to a change in law or regulation during the term of this agreement, the employee shall be responsible for paying the entire increase in the employee share. New hires and transfers from other bargaining units on or after the date of implementation of this contract will pay their entire pension pick-up. The City will pay no pension pick-up for such employees. New hires and transfers will pay their entire pension pick up.

~~(f)~~ (g) Employees are prohibited from receiving the payments specified in the above paragraph(s) directly. Payment shall be made to the employee's P.E.R.S. account.

~~New hires and transfers from other bargaining units on or after the date of implementation of this contract will pay their entire pension pick up. The City will pay no pension pick-up for such employees. New hires and transfers will pay their entire pension pick up.~~

2121.105 Safety Shoes and Glasses

The City will provide a purchase program to its employees who because of the regular course of their work exposure require in its opinion use of safety shoes, or special soled shoes, and safety glasses.

The purchase program shall make these items available to the employee at sixty (60%) percent of the cost of the item to the City with the remaining forty (40%) percent to be paid by the employee.

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. A payroll deduction system will be

established whereby the employee can authorize payment for items purchased under this program through the automatic deduction from the employee's paycheck.

2121.106 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

Less than 1 full calendar year of service	.916 days for each full month of service
After 1 full calendar year of service	2 weeks
After 7 full calendar years of service	3 weeks
After 14 full calendar years of service	4 weeks
After 21 full calendar years of service	5 weeks
After 25 full calendar years of service	6 weeks

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

(c) 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 their vacation in the year in which it should have been taken, they 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 December1 of each year. All such carry over must be taken no later than April 30 of the following year.

(d) Employees shall be allowed to schedule and take vacation as provided herein in accordance with existing Departmental procedures agreed upon between the City and the Union. Where an agreement cannot be reached, the dispute will be submitted to expedited arbitration using American Arbitration Association (AAA) expedited arbitration.

(e) 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 they are 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.

(f) An employee may request the advance of five days pay at the time of their vacation. The request must be made to the payroll clerk of 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.

(g) In determining eligibility for vacation, only continuous years of service shall be counted. Except where an employee has served nine (9) full calendar years with the City and has

terminated and then returns to the City, such an employee shall be entitled to count the prior service for determining eligibility for vacation.

(h) Employees may sell back up to one hundred eighty (180) hours of vacation accrued for use in that year. Employees must declare the number of hours they wish to sell back by April 1st. Once declared, this decision may not be revoked. Employees shall be paid for time sold back on a straight time basis at their regular rate. Employees may request the payment at any time during that year as part of their regular paycheck or may elect a special check to be issued in April.

2121.107 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 employees shall have worked or be on a compensated day off on the day before and the day after the holiday.

(b) 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; Friday after Thanksgiving Day; Christmas Eve (the last regular work day before Christmas Day); Christmas Day.

(c) In addition to the above listed holidays, the employees 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 operations of the work unit, but the holidays shall be scheduled and the employees shall be permitted to take the holidays at some time during the calendar year.

(d) 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 holidays on Friday, and in the event the holiday shall fall on Sunday, the City shall celebrate the holiday on Monday.

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

(f) The decision to require employees to work on Holidays shall be at the discretion of management.

2121.108 Funeral Pay

(a) A regular full time employee shall be granted three (3) days funeral pay to arrange for and/or attend the funeral of a member of the 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, stepchild, grandmother, grandfather, grandchild and any other relative residing in the household of the employee.

(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.

In the event the third day of such period of mourning falls on Saturday, Sunday or a 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 for travel shall be granted and paid.

(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, brother-in-law, 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 the above one (1) day funeral pay, three (3) days funeral pay will be granted upon the furnishing of an affidavit to the Department of Human Resources setting forth the facts as to the special relationship.

2121.109 Jury Duty

(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 his having been required to serve.

2121.110 Military Pay

~~A regular employee of the City who is on short term military training duty shall be paid the difference between the employee's regular rate of pay which shall include overtime pay and incentive pay the employee would have received if he had worked and the pay the employee received from the Military Service for such period, for up to thirty one (31) calendar days in any year. This pay is not for the purpose of attending monthly organizational or training meetings in a reserve unit.~~

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.

2121.111 Unemployment Compensation

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

2121.112 Educational Reimbursement

(a) The City shall reimburse tuition costs for job-related 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 a description of the course to the Department of Human Resources. Courses must either be directly related to the employee's current job or directly related to an obvious career path. The determination of job relatedness or career path relatedness shall be made by the Department of Human Resources. To be directly related to an obvious career path the course work must be within the same work series (e.g. labor, clerical) and within two (2) normal promotional steps. 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, but not controlling, to the determination of career path relatedness.

(b) The City shall reimburse eighty percent (80%) for a grade of "C", ninety percent (90%) for a grade of "B" or one hundred percent (100%) for a grade of "A" of the cost of tuition only. This shall be limited to a total of ten (10) credit hours per quarter or eight (8) per semester, regardless of the number of courses comprising these totals. These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better.

(c) Non-accredited schools will be included, if job related.

(d) Licensing Fees - ~~Refuse Truck Drivers and Other~~ CDL Operators: Employees (including alternates) required to possess a Commercial Drivers License for their regular classification shall be reimbursed the cost of license registration fees only (testing fees, if any, not covered) when they renew their license.

(e) 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.

2121.113 Base Annual Salaries

FIRST FULL PAY PERIOD JULY 2012					RED CIRCLE	
Salary Grp	75%	85%	95%	100%	Group	Rate
1	10.143	11.495	12.848	13.524	A	11.715
2	10.715	12.143	13.572	14.286	1	13.634
3	11.386	12.905	14.422	15.181	2	13.811
4	12.097	13.709	15.322	16.128	3	13.965
5	12.911	14.632	16.261	17.214	4	14.157
6	13.911	15.767	17.621	18.549	5	14.388
7	15.009	17.010	19.012	20.013	6	14.561
8	16.296	18.469	20.642	21.728	7	14.777
9	17.862	20.244	22.625	23.816	8	14.984
10	18.789	21.294	23.799	25.052	9	15.218
11	19.846	22.491	25.137	26.460	10	15.472
12	21.055	23.863	26.670	28.074	11	15.701
13	22.442	25.434	28.426	29.922	12	15.950
14	24.033	27.237	30.441	32.043	13	16.199
15	25.861	29.308	32.756	34.480	14	16.496
					15	16.779
					16	17.070
					17	17.396
					18	17.704
					19	18.015
					20	18.396
					21	18.748
					22	19.135
					23	19.555
					24	19.947

(A) Effective the first full pay period of April 2013 employees will receive a one percent (1%) increase in base wages:

FIRST FULL PAY PERIOD APRIL 2013			RED CIRCLE	
Salary Grp	90%	100%	Group	Rate
1	12.293	13.659	A	11.715
2	12.986	14.429	1	13.634
3	13.800	15.333	2	13.811
4	14.660	16.289	3	13.965
5	15.648	17.386	4	14.157
6	16.861	18.734	5	14.388
7	18.192	20.213	6	14.561
8	19.751	21.945	7	14.777
9	21.649	24.054	8	14.984

10	22.772	25.303				9	15.218
11	24.052	26.725				10	15.472
12	25.519	28.355				11	15.701
13	27.199	30.221				12	15.950
14	29.127	32.363				13	16.199
15	31.342	34.825				14	16.496
						15	16.779
						16	17.070
						17	17.396
						18	17.704
						19	18.015
						20	18.396
						21	18.748
						22	19.135
						23	19.555
						24	19.947

(B) Within 30 days of ratification of this Agreement, employees will receive a one time Five Hundred Dollar ($500) lump sum payment that shall not be added to their base wage. Said payment will be made by separate check.

(C) Effective the first full pay period of January 2014 employees will receive a two percent (2%) increase in base wages:

FIRST FULL PAY PERIOD JANUARY 2014						RED CIRCLE	
Salary Grp	**90%**	**100%**				**Group**	**Rate**
1	12.539	13.932				A	11.715
2	13.246	14.717				1	13.634
3	14.076	15.639				2	13.811
4	14.954	16.615				3	13.965
5	15.960	17.734				4	14.157
6	17.198	19.109				5	14.388
7	18.556	20.617				6	14.561
8	20.146	22.384				7	14.777
9	22.082	24.535				8	14.984
10	23.228	25.809				9	15.218
11	24.533	27.259				10	15.472
12	26.030	28.922				11	15.701
13	27.743	30.826				12	15.950
14	29.710	33.011				13	16.199
15	31.969	35.521				14	16.496
						15	16.779
						16	17.070
						17	17.396
						18	17.704
						19	18.015
						20	18.396
						21	18.748
						22	19.135

						23	19.555
						24	19.947

(D) Effective the first full pay period of January 2015 employees will receive a two percent (2%) increase in base wages:

FIRST FULL PAY PERIOD JANUARY 2015						RED CIRCLE	
Salary Grp	90%	100%				Group	Rate
1	12.790	14.211				A	11.715
2	13.511	15.012				1	13.634
3	14.357	15.952				2	13.811
4	15.253	16.947				3	13.965
5	16.280	18.089				4	14.157
6	17.542	19.491				5	14.388
7	18.927	21.030				6	14.561
8	20.549	22.832				7	14.777
9	22.523	25.026				8	14.984
10	23.692	26.325				9	15.218
11	25.024	27.804				10	15.472
12	26.550	29.500				11	15.701
13	28.298	31.442				12	15.950
14	30.304	33.671				13	16.199
15	32.609	36.232				14	16.496
						15	16.779
						16	17.070
						17	17.396
						18	17.704
						19	18.015
						20	18.396
						21	18.748
						22	19.135
						23	19.555
						24	19.947

(E) Red circled employees shall continue to receive the rate of pay as established in the current Collective Bargaining Agreement (2010-2012 CBA) in effect prior to January 1, 2013, unless superseded by this Agreement (2013-2015) CBA.

Promoted employees shall continue to receive the promotional start rates as computed in accordance with Sections 2121.113 (f), (h) and (i) of the 2010-2012 CBA, as adjusted based on the wage increases (excluding the 2013 lump sum payment) outlined above.

(F) An employee who is promoted or who works above their regular 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 their regular

classification, then the employee shall receive the full rate of the new classification. Promoted employees at the Starting Rate will remain at that rate for one year after their appointment to that classification.

(G) The wage scale for newly hired employees shall be set at 90% of the base wage for the first 2,080 hours of work, and 100% of the base wage thereafter.

(H) An employee who is promoted or who works above their classification within the Local 20 bargaining unit will receive the promotional starting rate of the class to which the employee has been promoted for the employee's first 2080 hours in that classification unless the promotional starting rate of the new class is less than four percent (4%) greater than the rate the employee was earning in his/her regular classification. If the Promotional 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 a four percent (4%) increase over his present rate.

(I) **HOURLY PROMOTIONAL START RATE**

Salary Grp	7/6/2012	4/12/2013	1/3/2014	1/2/2015
1	12.187	12.309	12.555	12.806
2	12.873	13.002	13.262	13.527
3	13.675	13.812	14.088	14.370
4	14.530	14.675	14.969	15.268
5	15.506	15.661	15.974	16.294
6	16.708	16.875	17.213	17.557
7	18.023	18.203	18.567	18.939
8	19.566	19.762	20.157	20.560
9	20.272	20.475	20.884	21.302
10	21.317	21.530	21.961	22.400
11	22.517	22.742	23.197	23.661
12	23.883	24.122	24.604	25.096
13	25.329	25.582	26.094	26.616
14	27.262	27.535	28.085	28.647
15	29.331	29.624	30.217	30.821

(J) Whenever it becomes necessary to determine the hourly or daily rate of pay for any 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.

(K) In the event of a demotion or layoff, the affected employee in the step rate would go to full rate of the lower salary groups to which they were displaced or bumped to; if the full rate is more than the employee's original salary group step rate, then they shall go to the next highest step rate of the step rate that they are demoted or bumped to. In the event of one salary group drop for demotion or layoff, said employee would remain at the same percent for said move and hours would continue to accumulate toward full rate.

2121.114 Shift Premium

(a) Employees working on the second shift shall receive forty cents (.40) 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 working on 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.

(c) Water Reclamation operators in the operations section who actually work second shift shall receive a daily premium of $2.80. This is only for time worked.

(d) Water Reclamation operators in the operations section who actually work third shift shall receive a daily premium of $4.00. This is only for time worked.

(e) Water Reclamation operators within the operations section not working an entire second or third shift, by means of approved time off, shall receive a prorated portion of the daily premium equal to the percentage of the shift actually worked. No stipend is paid for absences credit to sick time or other unpaid time.

2121.115 Shift Saturday-Sunday-Holiday Pay

Shift workers working straight time on Sunday shall be paid an additional thirty-five cents ($.35) per hour. Effective January 1, 1988, shift workers working straight time on Saturday shall be paid an additional thirty-five cents ($.35) per hour and shift workers working straight time on Sunday shall 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 major holidays shall be paid ten (10) hours at their regular straight time rate.

2121.116 Hazard Pay

Whenever an employee is working under hazardous conditions or above a certain height or below a certain depth or in other listed conditions, hazard pay in the amount of ~~thirty~~ **SIXTY** cents ~~($.30)~~ **($.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.

Some examples of the conditions for which this allowance will be paid are shored excavations that exceed sixteen (16) feet in depth for all work below the sixteen (16) foot level; where oxygen equipment is required due to sanitary sewers or storm sewers; in situations where safety harnesses are required below the sixteen (16) foot level because of the deterioration of manholes where there is a lack of rungs or blocks or where there is a fast flow of water that would endanger the employee's life if he fell into it; employees trimming trees where high voltage (600 volts) are within five (5) feet of the employee performing the work; sand blasting, spray painting; when an employee is required to work from a bosun's chair or swing stage (does not include a permanent fixed stage or catwalk) which is thirty-five (35) feet or more above the bridge deck or below the bridge deck thirty-five (35) feet above the surface of the earth.

In addition to the above, unlisted hazardous conditions that may arise from time to time shall be settled and agreed upon between the Union and the Department of Human Resources of the City. Where an agreement cannot be reached, the dispute will be submitted to expedited arbitration using American Arbitration Association (AAA) expedited rules.

2121.117 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 which exceeds four (4) hours, or whenever an employee works on scheduled overtime more than eight (8) hours, meals of a value of at least ~~five~~ **NINE** dollars ~~($5.00)~~ **($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 a meal, then an employee may procure the meal or meals and shall be reimbursed by the City in an amount not to exceed ~~five~~ dollars (~~$5.~~00) for each meal procured.

NINE (9.00) 9/6/13 9/6/13

2121.118 Longevity Pay

Regular employees of the City appointed prior to July 1, 1982, shall be entitled to 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.

(b) Employees hired after July 1, 1972, shall be paid longevity based on their continuous service to the City of Toledo 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.

Calendar Year of Continuous Service	Percent of Annual Base Hourly Wage
After 5 years	2%
After 10 years	4%
After 15 years	6%
After 20 years	8%

(c) An employee shall receive a pro rata percentage based on the portion of the calendar year in which the employee reaches the plateaus of years of service as set forth above at the appropriate rate indicated.

(d) The employee's annual base hourly wage shall be the base rates shown below which were in effect July 1, 1976, with no further increases to result from any cost of living or other increases in the base rate during the life of this agreement.

Base wage rates effective July 1, 1976:

SALARY GROUP	HOURLY RATE
1	$ 4.514
2	4.607
3	4.689
4	4.792
5	4.916
6	5.008
7	5.122
8	5.236
9	5.359
10	5.493
11	5.616
12	5.751
13	5.884
14	6.038
15	6.193
16	6.347
17	6.523
18	6.688
19	6.852
20	7.058

21 7.244

22 7.450

23 7.676

24 7.883

(e) Employees shall continue to receive longevity pay based on the 1976 base rates. Employees promoted will receive longevity pay based on the rate designated below for their new salary group, or retain their present rate if it is greater.

NEW LONGEVITY BASE RATES

EFFECTIVE JANUARY 1, 1983

SALARY GROUP	HOURLY RATE
1	$ 4.608
2	4.608
3	4.608
4	4.608
5	4.608
6	5.074
7	5.768
8	6.506
9	7.104
10	7.702
11	8.291
12	8.928
13	9.865
14	10.923
15	11.404

(f) The employee's annual base hourly wage shall be determined by multiplying the amount allocated to the salary group the employee is in as of November 1st of the year for which the computation is being made by two thousand eighty (2,080) hours. The longevity payment shall be made in a separate check to be distributed to the employees on the first payday in December of the year for which the payment is being made.

2121.119 Travel Allowance

(a) All City employees who are requested to use their private motor vehicles on City business shall be compensated based upon the IRS rate in effect at the beginning date of this agreement, or 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. When an employee has had a City car assigned him he shall not have the City car reassigned and be requested to use his personal car on City business for a period of less than one (1) week. 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.

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

2121.120 Termination and Severance Pay

Employees 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 weeks - 2.584 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 shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30 he shall receive pay for two (2) discretionary holidays.

(c) An employee shall also be paid longevity computed on a prorated basis for those number of months worked that year 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 in accordance with the provisions of Section 2121.95 (Accumulation of Sick Days) as follows:

(i) Employees not covered by the sick leave conversion plan set forth in Section 2121.95(b) (Accumulation of Sick Days) shall be paid for unused sick time accumulated to the time of termination at the rate of one-half (½) of 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.

(ii) Employees hired on or before May 18, 1991 who elect the sick leave conversion plan will be paid for unused sick leave from that banked effective May 18, 1991 as follows at the employee's regular rate as of May 18, 1991: all banked sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days. These employees will also be paid for unused sick leave accrued after May 18, 1991 in accordance with paragraph (iii) below.

(iii) Employees hired after May 18, 1991 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 three hundred and twenty (320) hours and fifty percent (50%) of salary for the next three hundred and twenty (320) hours for a maximum of six hundred and forty (640) hours.

(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.

2121.121 Solid Waste Incentive Pay

In recognition that the current solid waste incentives are outmoded and obsolete, those incentives will be discontinued. In the interest of fairness, and in order to further the public interest in performance-based and measurable incentives, the City will enact:

Provided that each MSW driver and bulk driver completes their route as designed in an 8.0 hour work day, each will receive $.03 x 740 (equaling $22.20 per day). Provided that each recycle driver completes their route as designed in an 8.0 hour work day, each will receive $.03 x 1111 (equaling $33.33 per day). New hires and transfers from other bargaining units on or after the date of contract implementation will not receive these incentives.

All drivers will receive the appropriate incentives described above for up to six (6) months from the date of contract implementation, by which time the City of Toledo will adjust routes. In the event the route adjustment is not complete by that time, the incentives will continue until the routes are adjusted. Upon route adjustment, incentives will continue to be paid, provided that the employees complete their assigned routes within the 8.0 hour work day. New hires and transfers from other bargaining units on or after the date of implementation of this contract will not receive these incentives.

Mechanic failure, acts of God, or other factors beyond the driver's reasonable control will not preclude driver's receipt of the incentive.

To maintain wage parity for each collector, dispatcher, clerk, intermediate clerk, senior clerk, landfill equipment operator and tandem driver, the city will pay $8.06 per day for persons currently in these classifications. New hires and transfers from other bargaining units will not receive this incentive.

A $260 "accident avoidance" incentive to be paid each quarter to each MSW driver, bulk driver, and recycle driver who does not cause or is otherwise not responsible for any accident or damage to city property or other public or private property during that quarter. New hires and transfers from other bargaining units will not receive this incentive.

Disputes under this provision shall be resolved through the grievance procedure.

2121.122 Water Reclamation Incentives

(a) Education Bonus. In order to further both the employee's individual interest in improving his or her professional development and education, and the public interest in improved operation of the plant and a more qualified workforce, the City will enact:

Employees in the bargaining unit at the Division of Water Reclamation will receive an annual incentive, payable on November 30 of that year, as follows:

For a wastewater operator license Class I, or collections license Class I, or laboratory license Class I: $150

For a wastewater operator license Class II, or collections license Class II or laboratory license Class II: $500

For a wastewater operator license Class III, or millwright journeyman's card, or laboratory license Class III: $1,000

These incentives are in addition to the City compensating employees for training, time off to take licensing tests, and paying the license fees.

Additionally, once a person reaches a specific license level, that person will only be compensated for that level achieved and for no combinations thereof.

(b) Sick Time Reduction. An incentive for reducing sick time pay, in which each member would receive $100 annually if the Division (Local 20 members only) can reduce its total sick time usage by 20% (twenty percent), based on the historical average sick time usage for the previous three years of record. Management will use the City's payroll records to determine the percentage reduction.

(c) Accident Avoidance. The City proposes an incentive for accident prevention, in which each Local 20 member would receive $100 annually, if the Division (Local 20 members only) can reduce its accident lost time by 20% (twenty percent), based on the historical average accident lost time usage for the previous three years of record. Management will use the Bureau of Workers' Compensation record.

2121.123 Tool Allowance/Professional Development

Skilled trade employees who are required by the City to furnish the tools necessary for their jobs shall be paid a yearly tool allowance of three hundred dollars ($300.00). This payment shall be made in the first full pay period of January of each year.

The City and Union must agree upon positions to be covered by the tool allowance. Employees who are covered shall be responsible for all breakage, theft, and loss of their tools.

(a) Water reclamation stockroom employees (with a tool allowance), operators within the operations section and tandem truck drivers within the maintenance section will receive one hundred thirty-three and thirty-three hundredths percent (133.33%) of the tool allowance.

(b) Water reclamation maintenance section (with a tool allowance) will receive two hundred percent (200%) of the tool allowance.

(c) Water reclamation employees in the stockroom, maintenance, operations, and laboratory section shall receive an annual payment of four hundred ($400.00) dollars for job related professional expenses such as professional memberships, journals and training expenses. This payment shall be due and owing December each calendar year to be paid by separate check.

2121.124 Clothes Allowance

The City of Toledo will furnish two (2) pairs of coveralls per year to Refuse Truck Drivers, and one (1) pair of coveralls per year to employees of the Landfill Section, Division of Solid Waste. At the Division of Water Reclamation the City will provide one pair of "bib" coveralls to those employees that require them.

2121.125 Payday

(a) The employees shall be paid bi-weekly every other Friday. Shift workers shall be paid any time after the end of the first shift on Thursday. Employees who are not scheduled to work on Friday shall receive their paycheck on Thursday.

(b) The pay period shall be for hours worked within a fourteen (14) calendar day period beginning on a Friday and ending on a Thursday.

(c) In the event that an error has occurred which results in a shortage in the employee's pay and the amount owed is not in dispute, then a special check, upon the request of the employee, shall be prepared within three (3) work days.

(d) In the event that a holiday falls on a payday, the employees shall receive their paychecks on the day prior to the holiday. When the Friday payday falls in the week of Thanksgiving, the employees shall receive their paychecks on the Wednesday prior to the Thanksgiving holiday.

2121.126 General Work Rules

(a) All new rules shall be determined by the city and shall be promulgated from the Department of Human Resources.

(b) When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of twenty (20) consecutive work days before becoming effective.

The City shall furnish each employee in the affected operation with a copy of all newly established sets of existing work rules within ten (10) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

(c) Notwithstanding the work rules that are currently in existence, after the effective date of this agreement, no work rule will contain any provision relating to minimum manning requirements or mandatory filling of positions by overtime where no work exists for those positions. It is the inherent right of the City of Toledo to determine the numbers and levels of the work force within the operations of the various plants within the City.

Notwithstanding any staffing chart in any Divisional Agreement, management retains the right not to fill said positions.

Management reserves the right to alter staffing levels, delete, add, or combine stations. However, management will seek input from the Union and employees on the staffing levels prior to implementing them.

(d) The Union shall have the right to grieve the reasonableness of the work rule. In this regard, the matter shall be submitted for resolution to the Director of Human Resources level, and if not resolved, the reasonableness of said rule(s) may then be challenged through binding expedited arbitration following American Arbitration Association expedited rules. No new work rule will be implemented until the decision of the arbitrator has been rendered.

(e) All rules shall be uniformly applied and uniformly enforced.

2121.127 Subcontracting

~~(a) Except for emergencies involving public health, welfare, and safety, the City shall not subcontract any work or services which have been performed over the last three (3) years or are being performed by the employees of the City.~~

~~(b) However, when the City of Toledo cannot perform work with City employees because of excessive costs, or by nature of the size of the contract, subcontracting will be allowed. In determining excessive cost, consideration shall be given that the work to be subcontracted must be performed at the appropriate prevailing wage rates as required by applicable statutes. Copies of bids shall be furnished to the Union.~~

~~(c) The City agrees that all such contracts for work and services shall be discussed with the Union prior to awarding the letting of the contract. The Union and the City will be permitted fourteen (14) calendar days to agree to any work rule or other changes which will make performance of the work with City employees competitive. If this results in the City being able to perform the work with City employees at competitive cost, the work shall not be subcontracted. In determining competitive cost, all cost aspects shall be considered.~~

~~Disputes as to whether the subcontracting violates this provision shall be submitted to expedited arbitration within fourteen (14) days of having knowledge of the dispute. Prior to the contracts being let, the City will provide all information related to the bid specification to appropriate Union representatives and will assist in reviewing the bid proposal with appropriate Union representatives.~~

~~(d) No employee will be laid off as a direct result of such subcontracting. A decision of the Arbitrator shall be rendered within thirty (30) days of the request for expedited arbitration or the work may be subcontracted.~~

(a) This Section is intended to maximize efficiency of City operations, and it is not intended to permanently replace City employees with subcontractors or have subcontractors permanently perform the job duties of City employees.

(b) The City shall have the right to subcontract work performed by classifications in the Union so long as no Union members in the classification affected by the subcontracting are laid off. No member shall suffer a loss in hourly base wage due to subcontracting of work.
(c) Prior to any subcontracting of work services, the city shall notify the Union, in writing, of the proposed subcontracting using the subcontracting form indicating the work to be subcontracted and the proposed start and completion dates.

(d) Where formal bids are solicited, copies of the bids specifications shall be furnished to the Union upon request at the time the bids are solicited.

2121.128 Protection of Conditions

The City agrees that all conditions of employment in its individual operation relating to hours of work, overtime differentials and all working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the passing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement. It is further understood and agreed that any wages, hours or working conditions agreed to that are in excess of those established herein shall not be reduced.

2121.129 Conformance to Class Duties

(a) All skilled tradesmen shall work within their classifications. An employee who is not classified as a skilled tradesman but who is performing the duties of a skilled tradesman, regardless of what level, shall be compensated for said work at skilled trades rate. If this position is worked more than fifty percent (50%) of the time, it shall be reclassified into the skilled trades category.

2121.130 Federally Funded Jobs

(a) The City agrees that when federal money is secured for federally funded programs, all City employees shall be given notice that the position or positions are to be filled. City employees in the bargaining unit shall be given the first opportunity to fill such positions within the federal guidelines established by the program before any new employees are hired.

(b) If a regular employee in the bargaining unit desires the position they shall be given the right to fill the position in accordance with our regular procedures set forth herein, or in accordance with Civil Service Procedures and the resultant job opening will then be filled with the new employee.

All federally funded positions within the jurisdiction of this bargaining unit shall be in the bargaining unit and the Union shall have the right to represent the federally funded employee and collect dues from him in accordance with the provisions herein.

2121.131 Savings Clause

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

It is the intent of the parties that should any provisions or section of this agreement be held invalid or inoperable, that section or provision shall be renegotiated in an attempt to provide validity, operability or acceptability to such section or provision.

2121.132 Successors and Assignees

In the event that the City of Toledo transfers to another entity any operation covered by this agreement, the City shall inform said entity that it is required to recognize and bargain with the Union as the representative of the employees of the transferred operation.

2121.133 Employee Assistance Program

The parties agree that alcoholism 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 has caused our employees and the City.

The parties will identify in a cooperative fashion persons in need of the Employee Assistance Program both inside and outside the discipline process.

The parties agree that a strengthening of the Employee Assistance Program is essential for effective operation of that program. In order to strengthen it, the following actions must take place.

1. Additional training and education on alcoholism, drug dependency, and the Employee Assistance Program should be made available.

2. When discipline is involved, the parties will fashion discipline so that the remedy will help correct the problem as well as imposing a penalty. The City reserves the right to discipline.

3. When an employee is referred to the Employee Assistance Program as a result of the discipline process, the employee shall attend that program under threat of further discipline.

4. Reports limited to attendance, cooperation, and progress can be confidentially supplied to the employee's division head and other appropriate individuals so as to assure that treatment is completed; provided, however, that the exact nature of the problem, prognosis, and diagnosis should remain confidential. Reports shall only be provided when the employee is enrolled in the Employee Assistance Program as a result of the discipline process or when the employee consents to the submission of status reports.

5. The methods, criteria, functions, successes or failures of this program shall be re-evaluated whenever appropriate.

6. The Union and City shall form a committee of a representative from the Union, a representative from the City, and the coordinator of the Employee Assistance Program to evaluate and assist the Employee Assistance Program.

2121.134 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 an 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 or the Union 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.

2121.135 Termination

This agreement shall be effective ~~September 28, 2010~~ January 1, 2013, and shall remain in full force and effect through December 31, ~~2012~~ 2015, and thereafter until terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TOLEDO
AND
TEAMSTERS LOCAL 20

EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

FOR CITY OF TOLEDO:	**FOR LOCAL 20:**
9-6-13	
9/6/13	
	Rick B
Ahmad Badawi	
	Richard Latagna

DATE: 9-6-13