COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AFSCME OHIO COUNCIL 8,

LOCAL 7,

AND

THE CITY OF TOLEDO

JULY 1, 2014 – JUNE 30, 2017

Local 7 Collective Bargaining Agreement
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RECOGNITION

2117.01 Local 7 Recognition

(a) The City agrees to recognize the City employees of Local 7, AFSCME (AFL-CIO) Ohio Council 8, as having jurisdiction over and being the sole and exclusive bargaining agent for the employees for the City working in the classifications that are listed in Section 2117.02, "Classifications", herein, and as certified by the State Employment Relations Board in Case No. 84-VR07-1584 as amended in 96-REP-04-0078.

Employees excluded from the bargaining unit include those employed by: the Office of the Mayor; City Council; the Departments of Law and Human Resources; the Office of Management and Budget; the Divisions of Solid Waste and Water Reclamation; Police Officers and Firefighters in the Department of Police Operations and Department of Fire and Rescue Operations, respectively; Communications Operators and Communications Supervisors; and the Secretary or Senior Secretary for the head of a Department, Division, Board, Agency or Commission. Employees covered under Toledo Municipal Code Chapters 2101 (Exempt personnel) and Chapter 2105 (supervisory, technical and professional employees) are also excluded from the bargaining unit.

The Union is recognized as the bargaining agent for the purpose of establishing wages, hours of work, handling of grievances and all other terms and conditions of employment.

(b) Classification(s) created or position(s) added shall be subject to negotiations between the City and the Union to determine if they are to be included herein. If the City and the Union cannot reach mutual agreement relative to any new classification(s) or position(s) within thirty (30) days after the date they were created, then the matter shall be jointly submitted to the State Employment Relations Board for determination.

(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.

2117.02 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 Section 2117.112, Base Annual Salaries.

A consolidation of class titles shall occur over the life of this agreement. A joint labor-management committee shall be formed within thirty (30) days of the execution of this

agreement for this purpose. The committee shall be comprised of no more than three (3) representatives from each side.

The committee shall review all class titles within the bargaining unit with the intent to consolidate classifications whenever reasonably possible. The committee's focus shall be upon the merger of classifications within the same salary group. It is not the intent to decrease any employee's pay as a result of any classification merger. The committee's review shall be based upon the knowledge, skills, and abilities determined by job analyses for the classifications.

Any reclassification proposed as a result of this study must be by mutual agreement of the City and union representatives. Once agreement has been reached on the consolidation of titles, the City shall develop the class specification for the new classification defining the position, providing examples of duties, noting knowledges and skills, and specifying minimum requirements. All current employees serving either provisionally or permanently in a classification that is consolidated shall be deemed qualified for the new classification.

CLASSIFICATION	SALARY GROUP
Account Clerk	04
Accountant	09
Accounts Payable Control Clerk	06
Assessment Clerk	04
Assessment Technician (324-97)	07
Assistant Naturalist	07
Athletic Activities Aide	05
Athletic Activities Coordinator	08
Automotive Repair Technician	08
Automotive Service Worker	05
Backhoe Operator	06
Bacteriologist	09
Bricklayer	08
Bridge Mechanic	08
Bridge Operator	05
Building and Grounds Maintenance Worker	06
Building Inspector	09
Carpenter	08
Cash Management Clerk	05

Cashier	04
Cemeteries Maintenance Worker	05
Chemical Storage Operator	05
Chemist/Bacteriologist	09
Clerk	03
Clerk Aide	02
Clerk/Non-Typist	03
Collector/Investigator	07
Communications Technician	09
Computer Operator	05
Construction Inspector	06
Construction Technician	08
Correctional Officer	06
Custodian	02
Customer Service Clerk	05
Data Communications Technician	08
Data Entry Clerk	03
Data Processing Aide	03
Dental Assistant	04
Dispatcher	04
Drafter	06
Duplicating Technician	06
Electrical Inspector	09
Electrician	08
Engineering Accounts Technician	08
Engineering Aide	03
Engineering Data Control Technician	05
Environmental Services Technician	07
Environmental Specialist	09
Equipment & Records Technician	07
Equipment Operator	06
Equipment Repair Technician	06

Events Field Coordinator	06
Farmer	06
Fire Inspector	08
Food Service Specialist	08
Forestry Crew Leader	08
Forestry Inspector	09
General Inspector	08
Graphic Arts Technician (681-96)	09
Graphics Designer	07
Heating Inspector	09
Heavy Equipment Operator	06
Horticulture Technician	07
Horticulturist	09
Identification Technician	06
Industrial Accounts Clerk	07
Instrumentation Technician	08
Intermediate Account Clerk	05
Intermediate Clerk	04
Intermediate Engineering Aide	06
Laboratory Aide	03
Landscape Maintenance Worker	05
Legal Auditor	08
Legal Technician (469-97)	09
Light Equipment Operator	04
Machinist	08
Mail Clerk	03
Maintenance Worker 1	05
Marina Coordinator	07
Medical Assistant	04
Meter Reader	04
Millwright	08
Motor Equipment Technician	09

Naturalist	08
Nutritionist	10
Painter	08
Park Planner	10
Payroll Clerk	06
Permit Technician	09
Planning Technician	08
Plumber/Steamfitter	08
Plumbing Inspector	09
Police Data Control Clerk	05
Police Data Entry Clerk	04
Police Records Clerk	05
Police Stable Attendant	04
Pool/Rink Maintenance Coordinator	05
Programmer	07
Public Health Nurse Aide	02
Public Markets Worker	04
Purchasing Aide	05
Real Estate Records Clerk	05
Recreation Aide	06
Recreation Technician	07
Refrigeration Inspector	09
Rehabilitation Technician	09
Relocation Specialist	08
Sanitarian	09
Sanitarian-In-Training	08
Senior Account Clerk	06
Senior Assessment Clerk	05
Senior Bridge Mechanic	09
Senior Buildings and Grounds Maintenance Worker	07
Senior Carpenter	09
Senior Clerk	06

Senior Clerk-Utility Administration	06
Senior Computer Operator	06
Senior Data Entry Clerk	04
Senior Drafter	08
Senior Electrician	09
Senior Engineering Aide	07
Senior Equipment Repair Technician	07
Senior Landscape Maintenance Worker	06
Senior Stenographer	05
Senior Storekeeper	06
Senior Trades Mechanic	09
Senior Traffic Signal Technician	09
Senior Utility Worker	06
Senior Watermain & Service Repair Worker	07
Senior Water Treatment Maintenance Worker	07
Sewer Construction and Repair Worker	07
Sewer Maintenance Worker	05
Sign Inspector	08
Sign Painter	07
Sign Poster	05
Staff Accountant	11
Stenographer	04
Storekeeper	05
Tandem Truck Driver	05
Tax Auditor	08
Telephone Maintenance Technician	08
Telespection Technician	06
Therapeutic Recreation Technician	08
Trades Mechanic	08
Traffic Aide	05
Traffic Counter	05

Traffic Signal Technician	08
Traffic Technician	06
Tree Maintenance Worker	04
Tree Nursery Officer	09
Tree Service Worker	06
Utility Accounts Technician	06
Utility Service Locator	06
Utility Worker	04
Vehicle Parts Storekeeper	06
Water Control Room Operator	08
Water Dispatcher	05
Water Emergency Repair Worker	06
Water Loss Equipment Technician	08
Water Meter Technician	06
Water Service Inspector	05
Water Service Technician	07
Water Treatment Maintenance Worker	05
Watermain & Service Repair Worker	05
Welder/Blacksmith	08
X-ray Technician	06

2117.03 Collective Agreements

The City shall not negotiate nor make any collective bargaining agreement or contract with any of the employees working in classifications covered in this agreement individually or collectively. Any agreements entered into between the City and employees covered herein shall be through the president of the Local or representative(s) authorized in writing by the president of the Local. Any other agreements shall be of no effect.

PAYROLL DEDUCTIONS

2117.04 Listing of New Employees

The City agrees to furnish the Union at no cost, on a monthly basis, a list of new Local 7 employees, retirees, disability, and terminations indicating the employee's name, address, date of hire, classification, and department. Notice shall also be provided to the Health and Welfare Office.

Additionally, the City will furnish a quarterly list of all bargaining unit employees including the same information as above plus an indication as to whether the employee is a union member, nonmember or fair share fee payer.

2117.05 Union Assessments

In recognition of AFSCME Local 7's services to the bargaining unit and to promote harmonious and stable relationships between the bargaining unit and the City, employees within the bargaining unit shall, within thirty (30) days of this agreement, or their date of promotion, whichever is later, either become members of AFSCME Local 7 or share in the financial support of AFSCME Local 7 by paying to Local 7 a service fee not to exceed the amount of dues uniformly required of members of Local 7.

(a) The City will deduct current union dues, initiation fees, 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 all paychecks of the month for which current dues (payable in advance) and any initiation fees or service charges are due the union. The City further agrees to remit to ~~the Secretary-Treasurer of the local union or~~ the Comptroller of Ohio Council 8, 6800 N. High Street, Worthington, OH 43085-2512 ~~as directed by the local union Secretary-Treasurer,~~ dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein.

(b) Fair share fee payment is a condition of employment for those who choose not to be a member of the Union.

(c) The Union will establish a rebate procedure for fees deducted from nonmembers of the Union in accordance with Ohio Revised Code 4117.09.

(d) The Union shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with the provisions of this section. In the event that the City is held responsible for the repayment of monies paid to Local 7 pursuant to this section, Local 7 to the extent of those funds actually received, shall reimburse same to the City and/or the designated employees involved.

(e) Should the City make available additional credit unions, other financial services, or other payroll deductions, these services will be made available to Local 7 members.

2117.06 Withdrawal – Conditions

All employees promoted to positions outside of this bargaining unit shall notify their payroll clerk in writing upon satisfactory completion of the appropriate probationary period to cease dues check off to this Bargaining Unit.

Dues check off for a bargaining unit employee covered under this agreement shall cease upon such notification of satisfactory completion of such probationary period.

2117.07 Credit Union

Given written authorization, the City agrees to make payroll deductions from an employee's paycheck and forward the same to any authorized credit union.

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.

2117.08 Charitable Deductions

The City agrees to deduct from employees giving written authorization any monies for the City-sponsored Charitable Deduction Programs and remit such withholdings to the proper authorities.

2117.09 P.E.O.P.L.E.

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

2117.10 Deferred Compensation Plan

The City will also make available during the term of this agreement the opportunity for all employees to participate through payroll deduction in a Deferred Compensation Plan (Section 401-K Plan and/or Section 457 Plan subject to I.R.S. limitations) developed and administered by a provider designated by the City. Participating employees in the 401-K plan shall pay all loan application and processing fees.

PLEDGE AGAINST DISCRIMINATION AND COERCION AND MANAGEMENT RIGHTS

2117.11 ~~Nondiscrimination~~ Employment Pledge

(a) The provisions herein shall be applied equally to all applicants for employment as well as current employees without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, sexual orientation or political affiliation.

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

(d) All references to employee(s) in this Chapter designate both sexes.

(e) The City agrees not to interfere with the rights of employee(s) 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.

2117.12 Management Rights/Ohio Revised Code 4117.08

Nothing in this Agreement shall be construed as delegating or acquiescing the City's right to manage its operations and direct the work forces, including but not limited to the right to:

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

2) Direct, supervise, evaluate, determine the qualifications of, or hire employees;

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

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

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

6) Determine the adequacy of the work force, including the number of employees to be on duty or employed, and the necessity of layoffs;

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

8) Effectively manage the work force by determining the work assignments of employees;

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

10) Transfer or subcontract work in accordance with 2117.123 "Subcontracting";

11) Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipal corporation or entity or affect or change legal status, management, or responsibility of such.

12) Terminate or eliminate all or any part of its work facilities.

REPRESENTATION

2117.13 Union Stewards

The Union shall be represented by a reasonable number of Union Stewards and Alternates in each Department, as well as three (3) Union Divisional Stewards, and shall furnish their names to the Department of Human Resources and the appropriate Department and Division Heads.

2117.14 Union Release Time

The Union President and the Chief Steward shall be on full-time union release. All other Officers and Stewards of the Union shall be permitted time to conduct union business as reasonably necessary to perform their duties after advising, and getting the permission of, a designee of the City for their need to be absent to conduct union business. The City shall not unreasonably withhold authorization for Union Officers or Stewards to conduct union business.

In the event that Officers and Stewards, other than the President and Chief Steward, need to be on union release for a full day to tend to Union business, the Union shall seek the prior approval of the Department of Human Resources.

The Union President, Chief Steward, Officers, Stewards, and alternate Stewards shall not receive payment for overtime while on Union business.

It is the intent of the parties that Union release time will be utilized in the manner that will least interfere with City operations.

2117.15 Rights 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, and shall have reasonable access to all documents pertinent to the investigation of grievances or disciplines, provided such representative reports to an official

of the City upon entering the premises and such visit is made in such a manner as not to disrupt the City operations.

It is the intent of the parties that reasonable access to documents will be allowed in the manner that will least interfere with City operations.

2117.16 Unit Meeting

The Union may choose to hold a monthly meeting with Local 7 bargaining unit employees in each work unit to discuss topics of mutual concern to all on City time. The date and time for such meetings shall be by agreement with supervision so as to least disrupt operations, and shall be scheduled for no more than forty-five (45) minutes.

NO STRIKE – NO LOCKOUT

2117.17 No Strikes, Interruptions or Slowdowns

The services performed by City employees included herein are essential to the public health, safety and welfare. The Union and the City, therefore, agree there shall be no strikes, no interruption of the work for any cause whatsoever, nor any work slowdown or other interference with the delivery of services to the public during the term of this contract. For the purpose of this agreement, a "strike" means, concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown; willful damage to equipment or facilities; or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

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 employee(s) to be considered strikebreakers and to properly protect them from any possible bodily harm.

2117.18 No Lockout

The City will not engage in a lockout of the employees during the term of this agreement. For the purpose of this agreement, a "lockout" means preventing an employee from performing their regularly assigned duties as a means of bringing pressure on the employee or an employee organization to compromise or capitulate to the employer's terms regarding a labor relations dispute.

GRIEVANCE PROCEDURES

2117.19 Grievances

The Union and the City agree to a grievance procedure as stated in this agreement which may culminate in final and binding arbitration of unresolved grievances that are based on the disputed interpretation(s) of the express written provisions of this agreement

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 a minimum amount of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to affect the resolution of grievances at the earliest step possible. Grievance awards that specify the individual(s) to be paid and the amount shall be issued by the second full pay period after the award date. An award may be made in compensatory time at the employee's and employer's agreement.

2117.20 Grievance Procedure

(a) The recognized levels of management under the grievance procedure are as follows: the operational unit, the Division or Agency, and the Department of Human Resources.

(b) For the purpose of Sections 2117.20 "Grievance Procedure" through 2117.23 "Failure to Answer or Appeal", the term "days" or "work", "working", or "workdays" are defined as Monday through Friday, excluding holidays. Appeals and responses at the various steps shall be considered submitted or received on the actual date of receipt, unless sent via U.S. mail in which case the date of posting shall be considered the date of receipt.

(c) Grievance Steps

STEP 1: When a dispute arises from action taken at the operational unit level, the employee and the union representative shall discuss the matter with the responsible division head or his/her designee within five (5) working days after the existence of the dispute is known to the employee. Each division will designate in writing to the Steward and Chief Steward the position(s) to whom grievances are to be presented at this step. Mailed notification to the Union office, or personal service of the City's designees, shall constitute notice to the Steward, Chief Steward and the Union. Once designated by the Division, it is the Union's responsibility to advise new Stewards of the designations. The union representative presenting the grievance will be immediately advised if the discussion of the grievance needs to occur at another supervisory level.

When the dispute is resolved at the operational unit level, the responsible division head or his/her designee and the union representative shall reduce the grievance and answer to writing within five (5) working days. Both the responsible supervisor, commissioner or manager, and union representative shall sign the grievance report.

STEP 2: When the dispute is not settled at the operational level, the union representative shall reduce the grievance to writing, specifying the disputed interpretation(s) of the express written provisions of this agreement alleged to have been violated, and submit it to the head of the Division or his/her designee who has jurisdiction of the alleged infraction within ten (10) working days after the answer at the operational unit level. The grievance shall be submitted on an approved form and must specify the express written section of the contract at issue, how the section has been violated, and when the violation occurred. The Division Head or the designee thereof may at his, or her option conduct a hearing on the grievance. If so, the hearing should be scheduled within ten (10) days. A signed and dated decision should be issued in ten (10) days following the day of the hearing. If there is no hearing, a signed and dated decision shall be issued within ten (10) days of the submission at the second step. The grievance shall be returned to the Steward with the decision.

STEP 3: A grievance which is unresolved through steps one and two shall at the instance of the Union or the City be submitted in writing to the Department of Human Resources within ten (10) days of the decision in Step 2. The assigned hearing officer shall contact the union's Chief Steward within ten (10) days of receipt of the appeal with dates for scheduling a Step 3 hearing. The hearing shall then be held within thirty (30) workdays of the date the Step 3 grievance was submitted to Human Resources. A written decision to be issued within ten (10) days thereafter, except where the parties have agreed to forego a hearing. If no hearing is set, a decision shall be issued within ten (10) days of the agreement to forego a hearing.

All Step 3 timelines may be suspended by the City for good cause upon the absence of the union representative, city representative, employee, or the hearing officer.

A copy of the decision shall be submitted to the Union office, the Divisional Steward, and the employee. The failure to submit a copy to any party except to the Union office, or the failure to do so in a timely fashion, except to the Union office, shall not constitute a violation of Section 2117.23, "Failure to Answer or Appeal".

(d) General Provisions

A grievance may be advanced to any step of the grievance procedure up to and including arbitration by mutual consent of the parties.

When a dispute arises from action taken above the operational unit level, the Union shall reduce the grievance to writing and submit it to the level of management where the dispute occurred. Said dispute must be brought to the attention of the responsible level of management within ten (10) workdays after the date the Union has gained knowledge that a dispute exists. A hearing to resolve said dispute will be scheduled within ten (10) workdays with a written decision required in ten (10) workdays following the hearing.

The Union or the City has the authority to attempt settlement at any step of the procedure.

2117.21 Arbitration

(a) With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the grievance procedure is completed (Section 2117.20 "Grievance Procedure"). Either party may request to mediate by forwarding a written request within fifteen (15) work days following the Step 3 answer. If the City (Human Resources) and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) work days of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

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

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

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

Proceedings before the mediator shall be kept confidential by all parties and participants. Mediation shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings. The rules of evidence will not apply and no record of the mediation conference shall be made. The mediator may not be called to testify at any later dispute resolution procedure, including arbitration, unfair labor practice proceedings, or court action.

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

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

The mediator's advisory opinion, if accepted by the parties, shall not constitute precedent, unless the parties otherwise agree. If either party requests, the settlement will be reduced to writing and signed by the parties.

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

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

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

Any fees or expenses associated with the mediation conference (e.g.: room charges, mediator fees) shall be shared equally by the parties.

(b) 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 fifteen (15) workdays after the final answer of the City has been received by the Union.

Within seven (7) days after this notification the Union or the City shall provide written notification to the other if the use of expedited arbitration under Section 2117.22, "Expedited Labor Arbitration Rules", is desired. The parties will confer within seven (7) days thereafter to decide if the expedited labor arbitration process is to be used, as set forth in this contract. If neither side requests expedited arbitration or the parties do not agree upon same, then the following process is to be followed.

(c) A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service or another mutually agreed source. Unless otherwise agreed, any list from F.M.C.S. shall be requested from the Northern Ohio and Michigan sub- regions. 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 coin toss.

(d) The arbitrator shall conduct a hearing within a reasonable time of his selection, at a time, date and place mutually agreed to by the parties. The arbitrator shall render a decision within a reasonable time 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.

(e) The fees and expenses of the arbitrator shall be shared equally. All other expenses for witnesses or otherwise 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/her regular rate of pay while attending such hearing for those hours he/she would have been scheduled to work.

2117.22 Expedited Labor Arbitration Rules

The City and the Union shall jointly establish a list which will be defined as an Expedited Labor Arbitration Panel. All grievances referred to this panel will be by mutual agreement, except as otherwise provided by this agreement.

The panel of labor arbitrators will be comprised of seven (7) persons and shall be selected from a panel of twenty-one (21) arbitrators requested from the Federal Mediation and Conciliation Service Area 48. The list shall be put in random order as selected by the parties after a coin toss to determine the first selector. An arbitrator, upon rendering a decision, shall be placed in the seventh (7th) position and the person originally listed as second will become the next arbitrator so assigned.

If the Arbitrator who is first on the list is unavailable on an expedited basis or within required time frames, the next available arbitrator shall be used. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit a full presentation of the evidence and arguments of the parties. There shall be no stenographic record of the proceedings, but the arbitrator shall make an appropriate record of the proceedings. Normally, the hearing shall be completed in one (1) day. In unusual circumstances and for good cause shown, the arbitrator may extend the hearing beyond one (1) day, and schedule an additional hearing, within five (5) workdays. There shall be no post hearing briefs unless otherwise agreed upon or unless requested by the Arbitrator. Any briefing shall be on an expedited basis.

The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The arbitrator shall require the attending party to submit supporting evidence.

The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.

When both sides have completed their presentations, the arbitrator shall ask whether either party has any further evidence to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare and note the hearing closed.

The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, not later than five (5) workdays from the date of the close of the hearing.

The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.

The expenses of non-City employee witnesses for either side shall be paid by the party producing such witnesses. City employees called as witnesses shall be paid if called during normal working hours.

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties.

The decision rendered by the arbitrator shall be advisory only and shall not be precedent setting, except when the parties have agreed otherwise in advance or for adjudications of disputes over the reasonableness of Work Schedule Changes (Section 2117.60, "Work Schedules"), the excessive cost question under Subcontracting (Section 2117.123, "Subcontracting"), the duty to bargain under general work rules, or the reasonableness issue involving new Policies, Procedures, and Regulations (Section 2117.122, "Policies, Procedures, and Regulations" (d)).

2117.23 Failure to Answer or Appeal.

In the event that the City or the Union 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 proper notification will be given to either party to extend time frames by two work days for reasons of discussion or investigation, prior to filing the grievance to default.

DISCIPLINARY PROCEDURE

2117.24 Suspension Without Hearing

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

(b) An employee may be suspended without pay pending a hearing only for major infractions of theft, embezzlement of public funds, being under the influence of alcoholic beverages, illegal drugs, or controlled substances during working hours, physical violence, offenses involving gross misconduct, or gross insubordination.

(c) However, where an employee is suspended under this provision, the President 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 work day thereafter at a time mutually agreed upon. The sole purpose of the hearing will be to establish whether sufficient cause exists to continue the suspension until a full hearing as provided in Section 2117.25, "Procedure," is held and a determination thereunder rendered. Said full hearing need not be scheduled within the time parameters provided under Section 2117.25, "Procedure"; rather, it shall be at the call of the hearing officer.

2117.25 Procedure

(a) When an employee is to be disciplined, the Division Head or Department Head or their designee shall have the charges against the employee reduced to writing, with one (1) copy to be delivered to the employee and a copy to be delivered to the local Union President's office. Delivery to the employee shall be deemed to have occurred if the charges are hand-delivered, posted at the employee's last known address, or in the event that hand-delivery fails, placed in the U.S. mail. Delivery to the local Union President's office shall be deemed to have occurred if

the charges are hand-delivered, emailed, or sent by facsimile (fax) transmission, left at the office with a Union representative or Union employee, or placed in the U.S. mail using certified or registered mail, return receipt requested. 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 within ten (10) days (Monday through Friday excluding Holidays) of the Division having gained knowledge and completed its initial investigation that an infraction exists unless insufficient time is available for completion of the administrative investigation. A written request for extension of ten (10) days shall then be made to the Hearing Officer who will hear the case and notice of that request given by the Division to the local Union President or Chief Steward. The Hearing Officer shall have sole discretion to decide extension requests; such decisions shall not be subject to review or appeal. Only one extension may be requested or granted. This does not preclude the parties from mutually agreeing to extend timeframes. If an employee's work related activities are being challenged through litigation, any disciplinary action that could be considered by the City may be deferred pending the conclusion of 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 ten (10) days (Monday through Friday excluding Holidays) after the charges have been served on the employee, unless mutually agreed upon otherwise. In the event the hearing cannot be held because of the absence of the employee, or the Division or Department Head then it shall be held within five (5) days (Monday through Friday) after the return of the employee and/or Division or Department Head.

(b) Charges shall be preferred by the Division or Department Head and, if different, the individual originally lodging them. 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. No more than two (2) representatives of the Union shall be present at the hearing (President or his/her designee, the unit steward or divisional) unless otherwise approved by the Division Head in advance.

(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 or her representative shall have the right to call and examine witnesses/accuser 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 prior to 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 ten (10) days (Monday through Friday excluding Holidays) following the closing of the hearing.

In disciplinary actions for sick time abuse and other sick time attendance issues, the designee of the City may, at his or her discretion, recommend that the employee be required to accumulate and maintain a certain number of sick hours by a specified date, absent documented

extenuating circumstances, as a condition of continued employment. The provisions of this section shall be read in accordance with the Family and Medical Leave Act.

(f) In appropriate cases, referral to the Employee Assistance Program may be considered pursuant to the provisions of Section 2117.34, "Employee Assistance Program".

(g) If the recommendation of the designee of the City is for dismissal or demotion, then the Mayor or designated member of the Mayor's staff shall within ten (10) days (Monday through Friday excluding Holidays) schedule the hearing to hear oral arguments from the parties relative to the recommended penalty. It is the intention of the parties to hold the hearing within ten (10) days (Monday through Friday excluding Holidays). A fair and just decision based on the arguments submitted at the hearing will be rendered in a timely manner. Termination from employment shall not occur until the Mayor's decision is rendered.

If the recommendation of the designee of the City is for termination, the employee will be removed immediately from his/her position and will be suspended on administrative leave without pay, unless the employee elects to use available-compensatory time pending the Mayor's decision.

(h) Penalties imposed as a result of the hearing shall be in compliance with Section 2117.28, "Discipline", or Section 2117.30 "Drug and Alcohol Testing/Discipline" or Section 2117.29, "Advanced Disciplinary Procedure".

2117.26 Appeal

(a) Any disciplinary action involving a suspension, a demotion or discharge, shall, at the option of the employee, be subject to the appeal procedure of the Civil Service Commission or shall, at the option of the Union Grievance Committee, be subject to the arbitration procedure provided in Sections 2117.19, "Grievances", through 2117.23, "Failure to Answer or Appeal". When the Union Grievance Committee has elected to file a grievance pursuant to the procedures set forth in said arbitration procedure and the employee 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 written ~~warning~~ reprimand 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.

2117.27 Counseling Employees

When an employee is to be counseled, the matter shall be privately discussed between the employee and appropriate supervisor. The Union Steward shall be informed and shall have a right to 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 for twelve months from date of infraction and removed only by the employee's request.

2117.28 Discipline

(a) Discipline for infractions that are minor in nature will follow the Progressive Disciplinary Process outlined below, with the exception of infractions involving alcohol and drugs, which shall follow the procedures outlined in Section 2117.30 Drug and Alcohol Testing/ Discipline. All serious infractions may bypass this progression, for example: theft, embezzlement, being at work under the influence of alcohol or drugs, physical violence, or offenses relating to gross misconduct or gross insubordination.

(b) Progressive Disciplinary Process

Employees have the right to be represented by the Union at all progressive steps.

Step 1. Written Reprimand.

i. If an employee commits an infraction and counseling is not utilized, he or she will be given a written reprimand and be placed in Step One. A copy will be given to the employee and the Union representative. The written document will be kept by the Division and put into the employee's file for twelve months.

ii. If an employee does not commit any further infractions within twelve (12) months but not less than 2,080 actual work hours after the Written Reprimand the Employee will be considered to be at no step in the Progressive Disciplinary Procedure

Step 2. Suspension – ~~One (1)~~ Up to Ten (10) Days

i. If an employee commits an infraction within twelve (12) months of a Written Reprimand, he or she will be suspended without pay for up to 10 days as determined by the Hearing Officer, and placed in Step Two. The Hearing Officer may determine that some or all of the suspension may be held in abeyance if no further infraction occurs within twenty four (24) months. A copy will be given to the employee and the Union representative. The written document will be kept by the Division and put into the employee's file.

ii. If an employee does not commit any further infractions within twenty four (24) months but not less than 4,160 actual work hours after a Step 2 Suspension, the employee shall be considered to be in no step of the PDP.

iii. An employee who is serving suspension days shall not be entitled to cash in or use vacation time. The employee shall not be permitted to serve as an alternate during his or her time in Step 2.

Step 3. Suspension – ~~Eleven (11)~~ Up to Twenty (20) Days

i. If an employee commits an infraction within twenty four (24) months of Step 2, he or she will be suspended without pay for ~~eleven (11)~~ up to twenty (20) days after service of the Hearing Officer's decision on the Union and the employee and placed in Step 3. The Hearing Officer may determine that some or all of the suspension may be held in abeyance if no further infraction occurs within thirty six (36) months. A copy will be

given to the employee and the Union representative. The written document will be kept by the Division and put into the employee's file.

ii. If an employee does not commit any further infractions within thirty six (36) months but not less than 6,240 actual work hours after the Step 3 suspension, the Employee will be considered in no step in the PDP.

iii. An employee who is serving suspension days shall not be entitled to cash in or use vacation time during the time the suspension days are served, unless approved by management. The employee shall not be permitted to serve as an alternate during his or her time in step three.

Step 4. Termination.

If an Employee commits another infraction within thirty six (36) months but not less than 6,240 actual work hours of a Step 3 Suspension the employee shall be subject to termination. A designee of the Mayor's office shall serve as the Hearing Officer and shall have the right to terminate the employee, order a repeat of the Step 3 Suspension, and/or place the employee in the Employee Assistance Program.

2117.29 Advanced Disciplinary Procedure

Acts considered major offenses, including but not limited to theft, embezzlement of public funds, being under the influence of or impaired by drugs or alcohol during working hours, physical violence, offenses involving gross misconduct or gross insubordination are not subject to the progressive disciplinary process outlined, above. An Employee committing these or similarly egregious acts (as determined by management) are subject to advance discipline as determined exclusively by management. Advanced Disciplinary Procedure means that management can seek punishment at any level including termination, regardless of what step of the disciplinary procedure an employee is in.

2117.30 ~~D.O.T.~~ Drug and Alcohol Testing/Discipline/~~Return to Work and Placement Procedures~~

The following applies to those individuals who test positive during random, reasonable suspicion, follow-up from a previous violation, testing pursuant to the City's Post-Accident Drug and Alcohol Testing Policy (AP #63), and post-accident drug and alcohol tests conducted pursuant to U.S. Department of Transportation Regulations. ~~This does not apply to drug and alcohol testing done outside of the D.O.T. requirements:~~

a) Random Testing. The percentage of employees subject to random testing shall remain in accordance with D.O.T. regulations. The selection of employees for random alcohol and controlled substance testing shall be made by a scientifically valid method that falls within the recommendations of the Department of Transportation. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.

b) Alcohol: Discipline – Test Results 0.02 and Above ~~to 0.0399~~. An employee who tests positive with a blood/breath alcohol level (BAC) ~~an alcohol concentration~~ of 0.02 or greater~~, but less than 0.04~~ will be subject to discipline on the basis of such test. The employee shall be removed from duty until the start of his or her first regularly scheduled

workday, but not less than 24 hours following administration of the test. The employee shall use his or her own time to cover this absence. ~~Thereafter, the employee shall return to his or her permanent position.~~

c) ~~Alcohol: Discipline – Test Results of 0.04 and Above. An employee who tests positive with an alcohol concentration of 0.04 or greater will be subject to disciplinary action that may include advanced disciplinary action on the first occurrence. A subsequent incident of a positive test result~~ Any subsequent occurrence of a positive test result of either alcohol or drugs, including a refusal to test, during the remainder of the employee's course of employment with the City, regardless of whether the employee has any other discipline on his record at the time of the second positive test result or refusal, shall result in termination of employment. ~~while an employee is in the advanced discipline will result in termination of employment.~~

d) Drugs: An employee who tests positive for drugs under this policy shall have the right to request a confirmation test within seventy-two hours of having been notified by the Medical Review Officer of a verified positive test result using the original split sample. If the confirmation test is negative, then all charges related to the original positive drug test will be dropped. If the split sample confirmation test is positive, then the employee shall be responsible for the cost of the confirmation test and may be subject to advanced discipline. A second positive test result of either alcohol or drugs, including a refusal to test, during the remainder of the employee's course of employment with the City, regardless of whether the employee has any other discipline on his record at the time of the second positive test result or refusal, shall result in termination of employment. ~~will be cause for advanced discipline.~~ A diminished positive test shortly after the first positive will not be counted for these purposes if the Medical Review Officer, based upon professional medical or scientific standards, determines that the positive is a result of the usage leading to the first positive.

e) Disciplinary Procedure and Return to Work

1) For First Positive Alcohol/Drug Test ~~– First offense~~

In the event of a positive drug/alcohol test, the employee will be notified of their suspension pending a return to work hearing in compliance with Section 2117.24 Suspension Without Hearing and charged in accordance with the appropriate sections(s) of this agreement.

A return to work drug test will be scheduled by the City. The employees must make themselves available at the time the City schedules the return to work drug test.

As a result of a first positive test, the employee will be subject to advanced discipline in compliance with Section 2117.29 "Advanced Disciplinary Procedure".

Should a delay in receipt of the return to work drug screen caused by the City or its medical facility of more than six (6) calendar days occur, the employee will be placed on paid administrative leave until the return to work drug test results are received by the Medical Review Officer. If the test results are positive, then the employee will not receive administrative leave pay from the City.

2) ~~For More Than One Positive Alcohol/Drug Test – For More than One Offense.~~

~~In the event of a subsequent positive drug/alcohol test(s), the employee will be notified of their suspension pending a return to work hearing in compliance with Section 2117.24 Suspension Without Hearing and disciplined in accordance with the Advanced Disciplinary Procedure, Section 2117.29.~~ Once an employee has participated in a rehabilitation program, such employee will not be entitled to be eligible for any further City paid/funded rehabilitation programs for the duration of their employment with the City.

3) Return to Work and Placement

After the employee has served any suspension time and satisfied any other disciplinary conditions, the employee may return to work in a non-safety sensitive approved and funded position in the same classification or the same or lesser salary group for which he or she qualifies, or to non-safety sensitive work designated by the division head, provided the employee tests negative and there is no one else who has rights to the position. The employee shall be paid at his or her regular permanent rate of pay for a period of up to ten (10) calendar days pending release by the Substance Abuse Professional (S.A.P.) and thereafter at the regular rate for the position worked. If a non-safety sensitive position is not available, then the employee shall remain off work on his or her own time until released by the Substance Abuse Professional and negatively tested. Each party reserves their rights relative to any other treatment under the contract. An employee's return to work and placement in either a safety sensitive or non-safety sensitive position requires a negative drug/alcohol test result, regardless of whether it is a first or later positive test.

f) Refusal to Test

Discipline: An employee who refuses to undertake a drug or alcohol test, attempts to alter the sample by substituting or additives shall be subject to the advanced disciplinary procedure. A refusal to test will be treated as a positive test result.

g) Substance Abuse Professional and Medical Providers

The employee may use the City's Employee Assistance Program at no expense up to the service limit specified in the City's contract with the Employee Assistance Program. Referrals by the City's Employee Assistance Program shall, to the extent available, be to medical providers covered by the employee's health care plan.

The City and the Union recognize the importance of rehabilitation and treatment for alcohol and drug abuse as part of maintaining a healthy, safe and productive workforce. Employees are strongly encouraged to avail themselves of City services, such as the Employee Assistance Program or others, to prevent those conditions with alcohol and substance abuse.

h) D.O.T. Regulations

This Section is supplemental to the rules and regulations of the U.S. Department of Transportation relative to controlled substances and alcohol use, testing and treatment. 49 C.F.R. Ch. III, Part 382, and 49 CFR Part 40 et al. The terms of this agreement shall be construed in accordance therewith.

~~2117.31 Documentation of Disciplinary Action.~~

~~Disciplinary documentation in reference to step 2 and step 3 will not be removed from employee's personnel files. Placement in a disciplinary steps 2 and 3 may be considered relative to any promotions, transfers or discipline. The lack of discipline will similarly be considered relative to any promotions, transfers or discipline.~~

2117.31 Clearing of Employee's Record

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

Step 2 discipline shall become inactive at the expiration of the Step provided that no other infractions occur in the interim.

Step 3 discipline shall become inactive at the expiration of the Step provided that no other infractions occur in the interim.

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

~~Advance steps in the progressive disciplinary process (step two (2) and step three (3)), shall remain in the employee's file and may be considered for the purpose of promotion, transfers or future disciplines~~.

2117.32 Failure to Follow Procedure

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

2117.33 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.

SENIORITY AND RELATED MATTERS

2117.34 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 2117.02, "Classifications", shall be probationary employees for a period of one thousand five hundred (1,500) actual work hours. Said employees shall not receive any fringe benefits during the initial one hundred sixty (160) actual work hours of the probationary period, but shall be entitled to full fringe benefits thereafter. Representation by the Union shall not be provided to employees in matters relative to retention, discipline or removal until satisfactory completion of the one thousand five hundred (1,500) actual work hours probationary period. Employees shall be subject to the provisions of Section 2117.05 "Union Assessments" after the completion of one hundred sixty (160) actual work hours of the probationary period. Employees shall be evaluated periodically during the probationary period using a uniform process.

2117.35 Seniority

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 layoffs, bumping rights and recall rights.

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 (1) was originally hired directly by the City as a temporary employee and (2) worked continuously full-time, and (3) was subsequently made a permanent or provisional employee in any classification without a break in service, then upon the employee's successful completion of the probationary period in the permanent or provisional position, the employee's seniority date shall be the date of original appointment to the temporary appointment.

All full-time continuous service as a temporary employee meeting the above criteria 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 one hundred and twenty (120) work days, then the employee shall be eligible for fringe benefits immediately upon appointment as a permanent or provisional employee.

2117.36 Unit Seniority

Unit Seniority shall mean seniority in a classification within the unit and shall be used for:

(a) Preference of vacations, bonus vacations, holidays;

(b) Assignment of work, except where management determines that an employee has the individual ability, knowledge, skill, or expertise to perform a particular job so as to enhance operational efficiency.

(c) Use of compensatory time and placement on the overtime rotating list.

(d) As one factor for purposes of alternate and provisional appointments as provided in Sections 2117.50, "Alternates," and 2117.45, "Promotions," paragraph (c).

"Unit" means an operational section based on common work and/or site location. Unit determination shall be mutually agreed to by the City and the Union.

"Division seniority" is defined as the total length of time an employee has worked in a specific division in a Local 7 - covered classification. "Division seniority" cannot be carried from one division to another division. "Division seniority" starts anew when an employee moves or is moved to another division.

2117.37 Seniority List

The City will 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 upon reasonable request.

2117.38 Seniority - Union Officers and Stewards

All of Local 7's officers, divisional stewards and departmental stewards shall have top seniority during their term of office in that order regardless of length of continuous service for the purpose of layoff and recall. The only exception to this section is where there is more than one steward in a division or unit and there are different zones; the stewards shall exercise their seniority so that all zones will be covered. They shall return to their original standings on the seniority list at the end of their terms of office.

2117.39 Military Service

(a) Military Leave. An employee who is called or enlists into military service shall be placed on an approved leave of absence during the time the employee is required to serve. 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 2117.39, Part (b) "Seniority During Military Service", herein.

(b) Seniority During Military Service. 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) calendar days from release from such service, be granted all seniority rights as if continuously employed by the City during such service. Sick leave accrued prior to the date of an employee's entrance into the military service shall be preserved until their return to City employment. Whenever vacancies occur in the classified service by reason of a military leave of absence, appointments may be made for the duration of the emergency or earlier return to City service of the employees granted such leaves for military service. All such appointments shall be subject to the priority rights of the permanent employees granted military leaves.

(c) Military Pay. A regular employee of the City who is on short- term military training 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.

~~**2117.41 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) year's, unless by mutual agreement this period is extended in writing. Prior to the end of three months and~~

~~each quarter thereafter the City and the Union will meet with the employee to will determine if the employee will be able to return to their classification.~~

2117.40 Loss of Seniority

The seniority of an employee shall be lost and the employee shall be terminated for the following reasons:

(a) The employee resigns.

(b) The employee is discharged by the appointing authority.

(c) The employee fails to report to work after fourteen (14) calendar days after a recall notice has been sent.

(d) The employee is absent for five (5) consecutive working days without obtaining an approved leave of absence or notifying the City and substantiating with medical verification that the employee is sick and/or disabled.

(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 leave.

(g) An employee is laid off continuously for more than four (4) years.

(h) The employee retires.

(i) When an employee loses seniority for the reasons listed in subsection (c) through (g) above, said employee shall be given written notice of the reason for such loss of seniority. Loss of seniority under paragraphs (d) and (e) shall be subject to a review by the Department of Human Resources. Loss of seniority for any reason except paragraph (b) above shall not be subject to review under 2117.25, "Procedure" (g) or 2117.26, "Appeal".

2117.41 Layoff Procedure

(a) When it is necessary to reduce the work force for lack of work or for other legitimate reasons, any temporary, or probationary employee in the classification affected shall be laid off before any permanent or provisional 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 from the main bargaining unit or communication operators bargaining unit shall have the right to displace another bargaining unit member having less continuous service than the laid off employee in accordance with the following procedure. No

bumping into the Police Records Clerk classification shall occur unless the employee has completed the requisite training and has been previously qualified.

(1) First. Employees will be offered funded vacant positions within the Local 7 jurisdiction within the same classification, within the same or lower salary group, 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 City service, within the Bargaining Unit with the City provided the affected employee (I) has performed in that classification or has the required experience in a similar or related position and (II) meets the minimum requirements for the classification and (III) 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: (I) has either performed or for which he has the required experience in a similar or related position; and (II) for which the employee meets the minimum requirements for the classification; and (III) for which the employee 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 not previously performed in when that classification is in a logical progression from a present or former classification 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 "performed 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 the 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, 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) Laid off employees who displace into a salary group/ classification different than their permanent classification will serve a sixty (60) work day demonstration period; if found unsatisfactory at any time during this sixty (60) work day period, the employee will prospectively displace from the original permanent classification. Employees shall be evaluated regularly during the demonstration period using a uniform process. An evaluation meeting shall be conducted with the employee after the completion of thirty (30) work days.

(e) Any laid off employee who determines a classification/position, to which they have displaced into pursuant to this layoff procedure, is not suitable during the applicable probationary or demonstration period, may either; (1) accept placement into an available vacancy equal to or lower than the classification from which they were originally laid off; or (2) will actually be laid off. Otherwise, there is no "re-bump" process.

(f) A laid off employee will receive the appropriate rate of pay for the salary group of the classification to which they displace into and, the twelve (12) month rule for the "steps" within the salary group will be applied from the original salary group (as set forth in "Wage Rates, Premiums and Allowances" Section 2117.112, "base annual salaries") for lateral movement through this layoff procedure.

VACANCIES

2117.42 Vacancies

(a) In the event an existing position becomes vacant, in a classification represented by Local 7, it shall be filled by an employee working in a classification covered by this collective bargaining agreement in accordance with the following priorities before being filled from outside the bargaining unit.

1. Recall of permanent employees who are laid off or displaced in accordance with recall procedure as set forth in 2117.43, "Recall Procedure".

2. Reappointment of employees reclassified to a lower level as set forth in 2117.44, "Reappointment".

3. Promotion as set forth in 2117.45, "Promotions".

4. Transfer as set forth in 2117.46, "Transfers".

5. Voluntary Demotion as set forth in 2117.47, "Voluntary Demotions".

6. Reinstatement of permanent employees in conformance with the procedure set forth in 2117.49, "Reinstatement".

(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, in accordance with the above procedures.

2117.43 Recall Procedure

(a) For purposes of recall from layoff, bargaining unit employees of Local 7 shall have the right to be recalled to any position in the above bargaining unit for which they qualify. The laid off employees shall be placed, according to seniority, on the recall list(s) of the positions for which the employee qualifies. For purposes of this agreement, seniority means the total length of continuous service to the City, Board of Health, or Toledo House of Correction, irrespective of any transferring between bargaining units.

Employees will remain on this list for return to the division and classification they were in prior to the layoff or displacement for a period of four (4) years. Employees who are laid off or displaced will remain on a recall list to fill vacancies (other than from their permanent classification in the division from which they were laid off or displaced) in the same or lower salary group of their permanent classification for a period of three (3) years.

(b) Laid off employees who refuse recall to their former classifications will forfeit their recall rights and their names will be removed from the list.

(c) 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.

(d) Employees on the recall list who are determined qualified by the Department of Human Resources will be provisionally recalled to fill vacancies at a higher salary group than their permanent classification, provided there are no permanent employees with more City seniority within the unit first, division second, where the vacancy exists; in such cases the most senior qualified employee willing to accept the provisional appointment is to be appointed. If the department of human resources determines that an individual possesses the necessary qualifications, the receiving division shall conduct a limited review of the employee to be recalled based upon attendance record and disciplinary record. Employees bypassed by the receiving division for recall may appeal the determination to the department of human resources for a final determination as to the reason(s) for the bypassing. Said appeal must be filed within three (3) work days of notification of the bypassing. The determination by the department of human resources is final and shall not be subject to further review or appeal.

(e) Employees who are recalled into a salary group / classification different than their permanent classification will be provisionally recalled to the vacancy to serve a sixty (60) work day demonstration period; if found unsatisfactory during this sixty (60) work day period, the employee will be returned to the previously held position without the loss of unit seniority or

impact on future recall rights. If the employee's previously held position has been filled, the employee filling that position may be removed and reinstated to their previously held position, and so forth with no loss of unit seniority. Employees shall be evaluated regularly during the demonstration period using a uniform process. An evaluation meeting shall be conducted with the employee after the completion of thirty (30) work days.

(f) 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 by seniority.

(g) An employee who is promoted through the recall procedures and achieves permanent status in the higher level position will be removed from the recall list, and this higher level position will then be the affected employee's "permanent classification".

(h) Employees will be contacted by telephone and notified of their being recalled and must accept or reject the recall within three (3) work days. An employee off work will be sent a certified letter notifying them of being recalled; a failure to accept or respond within ten (10) days will result in the City recalling the next most appropriate employee.

2117.44 Reappointment

Incumbents of positions reclassified to a classification having a lower level of responsibility shall be given an opportunity to return to a vacant position in the former classification. If a vacancy does not exist at such time, the name of the incumbent shall be placed on a re-appointment list by seniority for the former classification. An individual may decline one offer to return to the former classification and remain at current salary. An individual declining a second offer to return to the former classification shall have the rate of pay immediately reduced to the rate established by ordinance for the current classification, or to the red-circled rate of pay for the current classification whichever is higher.

2117.45 Promotions

For promotions in Local 7 or to 2058 the following may be utilized:

a) Competitive List

b) Noncompetitive and Continuous Lists

c) Provisional Listings

d) In selecting non-competitive and provisional appointees, consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and the results of a structured interview and/or other competency examination, if the Division Head chooses to have interviews or a competency exam conducted. A structured standardized process shall be

developed by the City to be used in making these selections with input from the Union. However, the City retains the right to make the final decision on the process.

e) In the event of a vacancy in a Local 2058 bargaining unit classification for which there is no eligibility list and for which the City intends to fill by provisional appointment, the City shall follow the procedure below:

1. The City shall fill the provisional appointment with any qualified employees within the Local 2058 bargaining unit pursuant to the terms of Article 2105.45, Provisional Appointments, of the contract between the City and Local 2058.

2. In the event there are no qualified employees within Local 2058 from which to make the provisional appointment and the procedures set forth in Article 2105.45 have been exhausted, then the City shall make the provisional appointment from among the interested candidates who are members of the Local #7 bargaining unit.

3. In selecting a candidate for a provisional appointment to a Local 2058 position from among the bargaining unit members of Local #7, the City shall apply the language above.

f) Selection Review

Employees bypassed for selection more senior to the employee selected shall be informed, in writing, of the reason(s) they were not selected by the person making the selection. They may appeal the determination to the Department of Human Resources at Step 3 of the grievance procedure for a determination as to the adequacy of the reason(s) for the bypassing. Said appeal must be filed within three (3) work days of notification of non-selection. Appointment to the position shall not occur until a determination by the Department of Human Resources has been made. For promotions to Local 2058 bargaining unit positions, the determination at the Department of Human Resources level shall be final. For promotions to Local 7 positions, appeal may proceed through the grievance procedure. If the appointment is overturned, the original appointee shall be reinstated to that former position with no loss of seniority.

g) Promotion Probationary Period

An employee promoted to a higher classification who is found to be unsuited for the work of the new classification, or who desires to return to the former position during the four hundred eighty (480) actual work hour probationary period, shall be reinstated to that former position with no loss of unit seniority. If the employee's former position has been filled, the employee filling that position may be removed and reinstated to their former position, and so forth, with no loss of unit seniority.

h) Training Credit/Career Pathing

The City may develop training programs using either internal or external resources to enable employees to meet, in whole or in part, experience requirements for higher level Local 7 bargaining unit positions.

2117.46 Transfers

(a) A transfer is either (i) a movement to a different division from a position in one classification to either a similar position in the same classification, or any position in the same salary group or (ii) movement in the same division to a different classification in the same salary group. Transfer procedures established in Divisional Agreements for permanent part-time employees shall take precedence over job assignments within the classification. In order to transfer, the employee must meet the requirements for the classification and (i) the employee must have performed in the classification or (ii) the employee must have sufficient experience in a similar or related position as determined by the Civil Service Commission. Transfers shall be subject to the approval of the division to which or within which the transfer will occur and/or the Transfer Review Board.

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

(c) The transfer of permanent employees will be made by the City in accordance with the rules governing transfers and voluntary demotions as adopted by the Toledo Civil Service Commission. The following rules and procedures shall also apply:

(1) The employee must have completed one (1) year of service after the appropriate probationary period to be eligible for a transfer.

(2) The employee must request the transfer in writing to the Department of Human Resources. ~~To be considered for transfer the request must be on file before the job requisition to fill the vacant position is received by the Department of Human Resources.~~ The Appointing Authority may also initiate transfers for the good of the service apart from the procedure and priorities specified here and in Section 2117.42, "Vacancies", provided, however, that no employee from outside the bargaining unit may be transferred into the unit for the good of the service until the priorities for filling vacancies with Local 7 employees have been exhausted.

(3) Transfer requests will be reviewed by a three-member Transfer Board consisting of a representative of the Civil Service Commission, the Director of the Department of Human Resources, and a representative of the employee bargaining unit into which the transfer is being requested or their designated representatives.

Upon approval by the Transfer Board, the transfer request will be placed on the appropriate transfer list and ranked by seniority. One transfer movement shall be allowed within a twelve (12) month period. ~~One automatic waiver will be allowed on each transfer request.~~ Modifications in this procedure may be approved by the Transfer Board for the good of the service.

(d) An employee transferred to a position in the same classification as provided herein, shall be probationary for a period of two hundred and forty (240) actual work hours. If the employee transfers to a position in a different classification, the employee shall be probationary for a period of four hundred and eighty (480) actual work hours. During this period either the employee or the City can request movement of the employee back to their former position. If the employee's former position has been filled, the employee filling that position may be removed and reinstated to their former position, and so forth.

(e) Bidding procedures established in Divisional Agreements shall take precedent over certification procedures that are the responsibility of the Civil Service Commission.

(f) Seniority shall be the determining factor in establishing priority for transfer requests unless the Transfer Board agrees to specific priority adjustments for the good of the service.

(g) Transfer requests are valid until December 31 of the year in which they are filed. After January 1 of each year, a new request must be filed with the Department of Human Resources.

2117.47 Voluntary Demotions

(a) A voluntary demotion is the movement by an employee's request from his permanent classification to a classification in a lower salary group that involves duties that the employee is qualified to perform.

(b) The voluntary demotion of permanent employees will be made by the City in accordance with the rules governing voluntary demotions as adopted by the Toledo Civil Service Commission. The following rules and procedure shall also apply.

(1) The employee must have completed one (1) year of service after the appropriate probationary period to be eligible for a voluntary demotion.

(2) The Appointing Authority may also initiate voluntary demotions for the good of the service apart from the procedure and priorities specified here and in Section 2117.42, "Vacancies", provided, however, that no employee from outside the bargaining unit may take a voluntary demotion to the unit for the good of the service until the priorities for filling vacancies with Local 7 employees have been exhausted.

(c) An employee voluntarily demoted as provided herein, shall be probationary for a period of two hundred and forty (240) actual work hours. During this period either the employee or the City can request movement of the employee back to their former position. If the employee's former position has been filled, the employee filling that position may be removed and reinstated to their former position, and so forth.

(d) Bidding procedures established in Divisional Agreements shall take precedent over certification procedures that are the responsibility of the Civil Service Commission.

(e) Seniority shall be the determining factor in establishing priority for voluntary demotion requests unless the Transfer Board agrees to specific priority adjustments for the good of the service.

(f) Voluntary demotion requests are valid until December 31 of the year in which they are filed. After January 1 of each year, a new request must be filed with the Department of Human Resources.

2117.48 Probationary Period - Extension

If an employee in the probationary period established in Sections 2117.45, "Promotions, 2117.46, "Transfers", and 2117.47, "Voluntary Demotions", herein does not work, even though compensated, for more than twenty four (24) hours during the probationary period, the period shall be extended by the number of hours the employee is off.

2117.49 Reinstatement

Any permanent employee of the City of Toledo or the Board of Health who resigns without fault or delinquency may request reinstatement within one year from the date of separation to a vacancy in any classification where permanent certification was previously held, assuming that individual continues to meet the listed requirements for such classification.

Any permanent employee on lay-off or displacement status who has been removed from a recall list as a result of exhausting the recall period provided in the Toledo Municipal Code for that bargaining unit may request reinstatement within a one year period from the date of such termination to a vacancy in any classification where permanent certification was previously held, assuming that the individual continues to meet the listed requirements for such classification.

The names of individuals approved for reinstatement shall be placed on a reinstatement list in alphabetical order. Such names shall then be supplied to Division and/or Agency Heads for consideration for appointment to vacant positions. Reinstated employees must pass any physical, medical and/or psychological examination as determined by the Commission.

Individuals approved for reinstatement who have not been appointed after a period of two years shall have their names removed from the reinstatement list.

2117.50 Alternates

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

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

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

(3) To temporarily supplement the staffing level authorized in the budget;

(4) To provide training opportunities for alternate appointments or for future promotional opportunities. (reference Section 2117.109 – Educational Reimbursement & Training Programs)

(b) For alternate appointments to Local 7 positions:

In the event an alternate is needed the City may choose among those employees in the next lower classification/salary group with valid approved alternate paperwork and willing to accept the appointment. Consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs. Employees bypassed for selection more senior to the employee selected may request to be informed of the reason(s) they were not selected by the person making the selection. They may appeal the determination to the Department of Human Resources for a final determination as to the adequacy of the reason(s) for the bypassing. Said appeal must be filed within three (3) work days of notification of the bypassing.

If there is no eligible qualified employee(s) in the next lower classification/salary group with valid approved alternate paperwork willing to accept the appointment, or if for training purposes, the City may appoint an employee as a conditional alternate for training purposes. Consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs. Employees bypassed for selection more senior to the employee selected may request to be informed of the reason(s) they were not selected by the person making the selection. They may appeal the determination to the Department of Human Resources for a final determination as to the adequacy of the reason(s) for the bypassing. Said appeal must be filed within three (3) work days of notification of the bypassing. A conditional alternate cannot be used in lieu of a fully qualified alternate for more than a single six month training period.

~~(c) For alternate appointments to Local 2058 positions:~~

~~In the event an alternate is needed the City may choose among those employees in the next lower classification/salary group with valid approved alternate paperwork and willing to accept the appointment. Consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs.~~

(c) When an employee repeatedly refuses alternate appointments, they may be removed from the alternate list after written notification has been given to the employee and the responsible Union Steward stating the just cause for removal. The employee may only be reinstated at the written request of the employee and responsible Union Steward, with the written request including justification for the requested reinstatement.

~~(e) "Division seniority" is defined as the total length of time an employee has worked in a specific division in a Local 7 - covered classification. "Division seniority" cannot be carried from one division to another division. "Division seniority" starts anew when an employee moves or is moved to another division.~~

(d) When an employee has worked as an alternate, the employee shall be paid at the alternate rate of the position worked for a single paid holiday day off, provided the employee worked in the alternate position for three (3) of the five (5) work days immediately preceding the single paid holiday day off. The employee shall be paid at the alternate rate of the position worked for two (2) paid holiday days off, provided the employee worked in the alternate position for six (6) of the ten (10) work days immediately preceding the paid holiday day off. Compensation at the alternate rate will be limited to a maximum of one (1) or two (2) days as referenced above. "Paid Holiday" as used in this section will be defined as provided in section 2117.105 (b) "Paid Holidays" only and does not include discretionary holiday days off.

2117.51 Alternate Appointments to Local 2058 positions

In the event an alternate is needed for a Local 2058 position the City may choose among those employees in the next lower classification/salary group with valid approved alternate paperwork and willing to accept the appointment. Consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs.

LEAVES OF ABSENCE WITHOUT PAY

2117.52 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 Sections 2117.52, "Leave Of Absence Without Pay", through 2117.59, "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; provided, however, that any remedy for violation of this Act shall be as set forth in the Act.

2117.53 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 Commissioner or Agency Head without the necessity of preparing formal leave papers.

2117.54 Personal Leave From Six (6) to Thirty (30) Calendar Days

(a) 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.

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

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

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

2117.55 Personal Leave - 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 requirements of Section 2117.54, "Personal Leave from Six (6) to Thirty (30) Calendar Days", are met.

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

If an employee elects to go on Worker's Compensation pursuant to Section 2117.97, "Injury at Work and Injury Pay" (d), 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) days in any calendar year shall not receive hospitalization-surgical-prescription drug benefits during the period of such leave, however, the employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization-surgical-prescription drug 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 Chapter.

2117.56 Falsification

No employee shall be granted 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 shall be discharged.

2117.57 Parental Leave

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

(b) The employee shall be entitled to use as much of her accumulated sick time as she desires, in lieu of the 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 Section 2117.52, "Leave of Absence Without Pay", through 2117.59, "Employment by Bargaining Agent".

(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.

(d) Any Local 7 employee shall be entitled to take up to ten (10) consecutive work days for the purpose of staying home to assist his/her family due to the birth or adoption of a child to the employee and his/her spouse. The ten (10) sick days when used in accordance with this Section shall have no effect on either bonus days as provided in Section 2117.98, "Bonus Days", or on annual sick leave conversion as provided in Section 2117.92, "Accumulation and Payment of Sick Days"

2117.58 Sick or Injury Leave (Not Work-Related)

When an employee who is sick or has been injured, but not due to work-related cause, and the employee has no sick days or injury pay left, and extended Sick or Injury Pay has not

been granted, the employee may apply for a Leave Without Pay as provided in Section 2117.54, "Personal Leave from Six (6) to Thirty (30) Calendar Days", or 2117.55, "Personal Leave – More than Thirty (30) Calendar Days". 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) calendar days or more, depending on the condition of the employee, but not to exceed one (1) to twelve (12) months from the date the employee's sick pay or injury pay has been exhausted unless by mutual agreement this period is extended in writing. The employee's position, however, can be filled after thirty (30) calendar days temporarily with an alternate until the employee is released to full active duty.

The above paragraph governs ONLY when an employee is sick or injured at home or otherwise off-duty. It does not relate to injuries that occur at work, which are covered by Workers' Compensation.

~~2117.60 Worker's Compensation Covered Injuries at Work~~

~~When an employee is injured at work, they will be covered by the City's Worker's Compensation Transitional Work Program and injury pay program as specified in 2117.99, "Injury Pay". If an employee is compliant with the City's rules for the above two programs, and they are released without medical restrictions, they will return to the same or comparable position they held with the City. An employee's return to work is controlled by the medical opinions of the Occupational Physician Providers and the City's ability to conform the job to those opinions. If an employee chooses to go to their own BWC certified physician, they will no longer be eligible for the Transitional Work Program or injury pay, but will apply for Temporary Total (TT) Disability benefits through the Bureau of Worker's Compensation.~~

2117.59 Employment by Bargaining Agent

Notwithstanding the provisions of Section 2117.54, "Personal Leave from Six (6) to Thirty (30) Calendar Days" or 2117.55, "Personal Leave – More Than Thirty (30) Calendar Days", an employee may be granted a leave of absence without pay for a period of not to exceed two (2) years for the purpose of entering employment by a Bargaining Agent with which the City of Toledo has entered a collective bargaining agreement covering employees of the City of Toledo. This period may be extended on a year-to-year basis by mutual agreement.

2117.60 Work Schedules

(a) Except for emergency situations and except as provided in Parts (b) through (e) of this section changes in scheduled days and start times shall not be implemented unless they are mutually agreed upon by both the City and the Union and reasonably calculated to enhance efficiency, effectiveness, or public service. This provision shall not be construed to prevent the City from assigning work from one shift to another.

(b) Where bargaining unit employees are placed in positions in the Departments of Police Operations or Fire and Rescue Operations, they will work the shifts required by the operation of

the Department. This provision will also apply to new positions where civilian employees are hired to replace uniformed employees performing routine functions.

(c) Operations involving direct citizen/customer service may vary their existing schedules to meet citizen/customer needs on seasonal or other bases. Such variances shall only occur after thirty (30) days advance notice to the Union. The varied schedules must follow either a five (5) day, eight (8) consecutive hour schedule or four (4) day, ten (10) consecutive hour schedule unless mutually agreed otherwise. Volunteers shall first be sought for the positions designated for such schedules. Vacancies may then be assigned to the schedule. In the event there are insufficient employees available for the designated positions, employees may be assigned by reverse unit seniority.

(d) The City may consider the use of four (4) ten (10) hour days to enhance efficiency, effectiveness, or public service in other operations following the procedures specified in paragraphs (a) and (b) above. Once an employee undertakes a four (4) ten (10) hour day or other alternate schedule, the employee may only opt out of the schedule when a vacancy arises that may be assigned to the schedule or another employee undertakes the schedule.

(e) Operations may assign current employees to an additional shift or ten (10) hour shifts created to better provide services only after fourteen (14) days advance notice to the Union. Employees with the lowest unit seniority shall be assigned after volunteers for the new shift are solicited.

2117.61 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 Divisional Agreements and Policies. Changes in starting time shall be made in accordance with Section 2117.60, "Work Schedules".

2117.61.1 Tardiness

An employee is considered tardy if he reports to work after the scheduled start time, regardless of the reason for being tardy. An employee may be tardy up to three (3) times during a six (6) month period before being subject to discipline. On the third tardy within the six month period, the employee may be counseled, pursuant to the provisions of section 2117.27, "Counseling Employees". On the fourth (4th) tardy and any subsequent tardy during that six month period, the employee is subject to the disciplinary process under section 2117.28, "Discipline". For purposes of determining the number of tardy occurrences, the six (6) month period shall be a rolling timeframe.

2117.62 Work Day

The work day shall be the employee's regularly scheduled hours of work with a fixed starting and quitting time and shall consist of consecutive hours, except as broken for the lunch period unless otherwise specified within the Divisional Agreement.

2117.63 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 or the schedule as modified per Section 2117.60, Work Schedules, shall prevail unless otherwise specified within the Divisional Agreement. For purposes of the Fair Labor Standards Act, the work period shall consist of five (5) eight (8) hour days within the seven (7) day work period established for the operational unit.

2117.64 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 three (3) minutes prior to the established quitting time; provided, however, that where there are more than sixty (60) employees per time clock, six (6) minutes shall be provided. Clean up time for the 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.

2117.65 Work Shifts

Eight (8) consecutive hours of work shall constitute a work shift Friday through Thursday, with five (5) shifts per established seven (7) day work period.

2117.66 Shift Work Schedules

Work schedules showing the employee's shift, work days and hours will be posted at least ten (10) days in advance on Department, Division or Unit bulletin boards and shall remain posted, except in the Police Department work schedules shall be posted by the 25th of the preceding month.

2117.67 Pulled Days

Police Records Clerks who owe the City days, shall be permitted to pay back all but 2 owed days by using accumulated compensatory time, bonus vacation and discretionary days. An employee who has 5 owed days will be able to pay back 3 days, an employee who has 4 owed days will be able to pay back 2 days, and an employee who has 3 owed days will be able to pay back 1 day by using accumulated compensatory time, bonus vacation, and discretionary days. The employee's request to use compensatory time, bonus vacation and discretionary days for owed days shall be submitted by January 31 on a written report and sent to the Commander.

Owed days not paid back with compensatory time, bonus vacation, and discretionary days will be scheduled by the Commander or his/her designee. Days off contiguous to a vacation period shall not be pulled.

2117.68 Saturday & Sunday Shift Workers

All employees shall be considered to have two (2) Saturdays and two (2) Sundays within any two-week period. The first day off shall be considered as a Saturday; and 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.

2117.69 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 regularly scheduled employees. If the City and the Union mutually agree, in writing, to waive the minimum lunch period provided herein for specified operations, then employees shall be permitted to work eight (8) straight hours without taking a lunch period.

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

2117.70 Daily Overtime

a) All work in excess of the regularly scheduled eight (8) hour work day shall be overtime and compensated at a rate of time and one-half the regular rate or as otherwise provided. Overtime shall not be paid twice for the same hours.

b) If an employee is requested to report back to work not contiguous to the beginning or end of the regular shift, the employee shall be guaranteed a minimum of four (4) hours overtime pay.

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 paid for actual time worked at the appropriate overtime rate.

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

All such hours shall be paid at the appropriate overtime rate.

2117.71 Saturday Overtime

For regularly scheduled employees (Monday through Friday), Saturdays shall be compensated at the rate of time and one-half provided such employees have been credited with forty

(40) hours straight time pay in the scheduled work period. A minimum of four hours pay at the appropriate overtime rate shall be guaranteed to such employees.

2117.72 Sunday Overtime

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

2117.73 Holiday Overtime

When a regularly scheduled employee (Monday through 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 employee.

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

2117.74 Overtime Guarantee

The overtime guarantee set forth herein shall not be applied to those situations where the employee is attending a pre-scheduled meeting; for the pre-scheduled opening or closing of a facility; where there is a need to conduct an inspection during the regular work week, as set forth in 2117.63, "Work Week" but outside the regular working hours and twenty-four (24) hours advance notice is provided; 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 rather than the four (4) hours.

2117.75 Overtime - Shift Work

All work in excess of an eight (8) hour shift within a twenty-four (24) hour period shall be compensated as overtime except where there is a Divisional Agreement that specifies otherwise.

2117.76 Saturday/Sunday Overtime Shift Work

(a) When a shift worker works their first scheduled day off, it shall be considered as a Saturday and shall be compensated at the time and one-half rate.

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

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

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

2117.77 Overtime Rotating List

(a) It is the intent of this section to schedule necessary overtime work as evenly as possible among the employees who have completed a portion of the probationary period as defined in Section 2117.78 "Probationary Employees – Overtime" and are qualified to perform the necessary work. The seniority rotating overtime list shall be established as to job classification according to the employee's unit seniority and such list shall be kept current and posted and shall be followed. The rotating overtime list will be re-established annually at 12:00 a.m., January 1 of each year according to the aforementioned criteria. All overtime hours worked shall become part of the seniority rotating overtime list of all employees.

(b) Once established, the list shall be adhered to in the selection of employees to work overtime with the exception that: If a particular job requires overtime to be worked contiguous to the shift in order to complete or further the progress on such job or, for non-contiguous to a shift overtime, the employee has been assigned to a specific task or project where the employee is the most knowledgeable individual to continue the task or project, then the employee who has been working the job on his/her regular shift shall be allowed to continue with the same job during the overtime period.

(c) It is also the intent of this section to facilitate overtime scheduling and call out. When an employee is requested to work and refuses such overtime assignment, the employee shall be charged with such overtime. When an employee repeatedly refuses overtime, they may be removed from the overtime rotating list after written notification has been given to the employee and the responsible Union Steward stating the just cause for removal. The employee may only be reinstated at the written request of the employee and responsible Union Steward, with the written request including justification for the requested reinstatement. Such reinstatement will not be unreasonably withheld. Any employee who removes themselves from the overtime rotating list shall be eligible for reinstatement. Upon reinstatement the affected employee will be charged with the maximum amount of overtime within their job classification on the overtime rotating list.

2117.78 Probationary Employees - Overtime

New employees shall not be entitled to work overtime until the completion of their four hundred eighty (480) actual hours worked of their probationary period, unless all permanent employees in the affected classification within the unit who desire to work overtime are working and/or the overtime is associated with their normal work assignment and is contiguous to their normal work day. When a new employee has completed the original four hundred eighty (480) actual hours worked of their probationary period the employee shall be charged with the hours of

the employee having the greatest amount of hours in their classification plus the hours earned while a probationary employee.

2117.79 Overtime--Promotions, Transfers, Demotions

(a) Employees that are promoted into a different classification or either transferred or demoted to a different operational unit shall be entitled to work overtime while they are probationary in their new classification or new to their assignment providing the employees have been in the new position long enough to be familiar with the position and have acquired the ability to perform the duties of the operations that are required to work overtime.

(b) Employees who have been promoted, transferred or demoted shall be charged with the average amount of overtime hours and shall be so placed on the overtime rotating list. In the event the calculated hours match those of a current employee in the unit, the employee new to the unit will be placed below the existing employee on the rotating overtime list.

2117.80 Overtime Refusal

(a) An employee 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 appropriate classification shall be scheduled to work.

(b) An employee who has accepted overtime who cannot work the overtime must notify their division ~~thirty (30)~~ sixty (60) minutes before the start of the overtime, or following normal daily notice procedures if different. An employee who does not work after accepting the overtime will be charged with double the amount of overtime hours worked. An employee who fails to work accepted overtime on three (3) occasions in a six (6) month period and has not provided the advance notice, shall be removed from the overtime rotating list for six (6) months and may be reinstated thereafter under the provisions of Section 2117.77, "Overtime Rotating List". This paragraph shall take effect thirty (30) days after distribution of the current contract books.

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

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

2117.81 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.

No employee shall work more than sixteen (16) continuous hours except in emergency situations where other qualified personnel are not available.

It is the intent of this section to establish the start of the employee's shift as the determining factor of shift worker premium hours.

2117.82 Assignments – Inequality

At the time that overtime assignments are made known to the responsible union steward or during the course of working the overtime, if errors in the application of the overtime rotating list become known to the union steward, he or she shall advise the supervision of any assignment errors so corrections may be made prior to or during the performance of work. Once advised that there is a mistake, supervision still has the prerogative to make the assignments. The responsible steward may then file under the grievance procedure. ~~Employees not called for or offered the overtime when entitled shall be moved to the top of the overtime rotating list, and in the event more than one employee is involved in the correction, they shall be moved to the top of the rotating overtime list in the order they appeared on the list before the error. Employees shall not be compensated for the lost overtime under this section, unless the same employee has been missed two times in a calendar year.~~

If an employee is not called for or offered the overtime when entitled, the employee shall be subject to the following procedure:

1. If it is the first miss in a calendar year, the division head will have the authority to either compensate the employee in compensatory time, or move the employee to the top of the overtime rotating list for the next one (1) call at the time the list changes per divisional agreements.
2. In the event of a second or any subsequent misses for the same employee in a calendar year, the affected employee will be compensated in compensatory time for any and all lost overtime for that occurrence.

   In addition to the above, if more than one employee is involved in the correction, they shall be moved to the top of the overtime rotating list in the order they appear on the list before the error.

2117.83 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, provided that the employee does not accumulate compensatory time in excess of Fair Labor Standards Act Limitations. 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, he/she shall receive pay as provided herein. An employee must take all compensatory time in excess of one hundred sixty (160) hours by April 30 of the year following the year in which the time was earned. If the employee has not taken the time by that date, then they shall be paid for all hours not taken in excess of one hundred sixty (160) hours in the next regular pay period.

Overtime worked at alternate status may be elected as compensatory time and the difference between hourly rates will be paid with the pay period of the hours worked. Any remaining vacation time must be scheduled before compensatory time is permitted after October 1st of each year.

2117.84 Compensated Time Considered as Time Worked

Holidays, vacations and other time off to which the 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 except when determining hours worked for purposes of compliance with the Fair Labor Standards Act.

~~**2117.86 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 for medical treatment by a professional medical care provider.~~

GENERAL PROVISIONS

2117.85 Provisions for Safety

(a) The City shall continue to make provisions for the safety of City 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 provisions of H.B. 308.

(b) Employees are to comply with all General Safety Rules of the City and any special Divisional safety rules and shall be required to use safety equipment provided to them.

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

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

(2) This joint Committee will also perform the following functions:

(A) The Committee may recommend periodic inspections of the various locations when necessary by staff of the Department of Human Resources.

(B) The Committee shall make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices as reported to the Committee by or representative(s) of the Department of Human Resources and Divisional Safety Committees.

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

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

(E) The Committee may develop a safety award program, which may include cash awards and/or other premiums that, upon mutual agreement between the Appointing Authority and the Union, may be adopted/implemented during the terms of this collective bargaining agreement.

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

1. Enhanced managed care and utilization review;
2. Increased claims control and claims audits;

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

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

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

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

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

(a) The citywide safety committee will work with the divisional safety committee to establish a safety clothing policy for each division.

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

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

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

(d) Divisional Safety Committees shall be formed which will include the Commissioner or designee, a representative designated by the Union and other divisional personnel mutually agreed upon.

The parties agree that the divisional safety committees will establish and list the necessary training for each division. The list of training as established will comply with appropriate laws including provisions of O.R.C. 4167. These committees will also assist, prepare and present various required training programs throughout the city, with the Union/City peer trainers.

When approved by the employer, such peer trainers scheduled to attend refresher trainings and to be certified in the various safety subjects shall be compensated as though they are at work.

2117.86 Excluded Employees

Employees excluded from this Title of the Code shall not perform work on a routine or repetitive basis covered by the listed classifications and ordinarily assigned to employee(s) covered herein.

Employee(s) deprived from work by the action of the employer in violation of this section shall be made whole for their loss.

2117.87 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 person found guilty of this act shall be disciplined. Bulletin board placement shall be mutually agreed upon.

2117.88 Working Out of Classification

Employees required to work above their classification(s) or pay rate shall receive the higher rate of pay for said higher classification(s); except that coverage for normal lunch hours and breaks for a position with some overlapping responsibilities shall not entitle the employee to the higher rate of pay. The employee shall be paid the starting rate for said higher classification as defined in Section 2117.112(b) Base Annual Salaries. An employee appointed on an alternate basis to positions in the Local 2058 Bargaining Unit shall be paid the full Local 2058 rate for the higher classification.

Employee(s) temporarily required to work below their classification(s) or pay rate shall receive their regular rate of pay.

2117.89 Resignation

Any employee whose removal from the service is sought for disciplinary reasons 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.

Employees planning to retire shall provide notice of their anticipated retirement date the year before the retirement is planned. This notification is for planning and budgetary purposes only. Employees will not be held to said anticipated retirement date.

2117.90 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. For further reference, employees should review the applicable City Administrative Policies and Procedures. In the event said employee shall be injured while engaged in outside employment, the employee shall not be entitled to any sick leave benefits which have been accumulated by virtue of their employment by the City.

2117.91 Change of Name – Address - Phone

When an employee changes his name, address or phone number, he shall within five (5) working days notify his supervisor on the appropriate form(s). 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 Local shall receive a copy of such notification for all employees in the bargaining unit.

2117.92 Accumulation and Payment of Sick Days

~~After July 1, 2011~~ Employees will be credited with six and two-thirds (6 2/3) hours sick leave for each month of service up to a maximum of eighty (80) hours, or ten (10) days, per calendar year. Once an employee accumulates a total of 294 hours of sick leave, the employee will be credited with ten (10) hours sick leave per month (increases from six and two-thirds (6 2/3) hours to ten (10) hours per month). The employee must maintain a sick hour accumulation balance of at least 294 hours in order to continue to receive ten (10) hours per month. If the employee's accumulation goes below 294 hours, then he or she will be credited with only six and two-thirds (6 2/3) hours per month. 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 June 30, 1993 shall have the option of maintaining their current sick leave accrual and severance pay plan as set forth in Part A or in the sick leave conversion plan as set forth in part B below. This election shall occur during the first six (6) months of this agreement.

Employees hired on or after July 1, 1993, shall be covered exclusively by the sick leave plan in Part B.

(A) Employees hired on or before June 30, 1993 and who elect to maintain their current sick leave accrual and severance pay plan shall be credited with six and two-thirds (6 2/3) hours sick leave for each month of service up to a maximum of eighty (80) hours, or ten (10) days, per calendar year. Once an employee accumulates a total of 294 hours of sick leave, the employee will be credited with ten (10) hours sick leave per month (increases from six and two-thirds (6 2/3) hours to ten (10) hours per month). The employee must maintain a sick hour accumulation balance of at least 294 hours in order to continue to receive ten (10) hours per month. If the employee's accumulation goes below 294 hours, then he or she will be credited with only six and two-thirds (6 2/3) hours per month. Provided the conditions of Section 2117.119, "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 (1/2) 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.

(B) (1) Employees hired on or before June 30, 1993, who elect the sick leave conversion plan set forth herein will bank accumulated sick leave through June 30, 1993. 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 2117.119, "Termination and Severance Pay", have been met, unused sick leave from that banked effective June 30, 1993, will be paid as follows at the employee's regular rate as of June 30, 1993: 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 June 30, 1993, employees covered by this plan shall be credited with sick days in accordance with the following formula: ~~after July 1, 2011~~ employees are credited with six and two-thirds (6 2/3) hours sick leave for each month of service up to a maximum of eighty (80) hours, or ten (10) days, per calendar year. Once an employee accumulates a total of 294 hours of sick leave, the employee will be credited with ten (10) hours sick leave per month (increases from six and two-thirds (6 2/3) hours to ten (10) hours per month). The employee must maintain a sick hour accumulation balance of at least 294 hours in order to continue to receive ten (10) hours per month. If the employee's accumulation goes below 294 hours, then he or she will be credited with only six and two-thirds (6 2/3) hours per month.

(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.

The maximum number of sick hours allowed for year-end payment will be forty (40). Employees using twenty (20) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than twenty (20) but forty (40) or fewer hours shall be entitled to a conversion at thirty three percent (33%). Employees with fewer than two hundred ninety-four (294) hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year, shall not be eligible for this conversion privilege. The employee's accrued sick leave shall be reduced by the number of hours converted to cash.

(4) Provided the conditions of Section 2117.119, "Termination and Severance Pay", have been met, unused sick leave accrued after June 30, 1993, will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the first four hundred eighty (480) hours and fifty percent (50%) of salary for the next four hundred eighty (480) hours for a maximum of nine hundred sixty (960) hours.

(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.

2117.93 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 the hospital while undergoing serious medical attention shall be included under this provision. Sick pay shall not be made for illness or injury incurred as a result of outside employment or as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs or alcoholic beverages (except for the treatment of abuse); nor for injuries sustained while committing a felony or other similar action. For the purpose of this section, immediate family shall include only the employee's father, mother, sister, brother, spouse or child. Where a special relationship exists between the employee and any other person for whom the employee would not normally be granted sick pay, said sick pay will be granted upon pre-authorization of this relationship by the Department of Human Resources. An affidavit stating the existing relationship and certifying that the person resides at the employee's household and is dependent on the employee for their well being must be approved by the Department of Human Resources prior to the utilization of any sick pay. The family illness provision shall be for a limited period of time (not to exceed seven (7) work days) to enable the employee to secure other arrangements for the care of the member of the employee's immediate family. Usage of "Sick Family" of over three (3) consecutive work days shall require a "Statement of Attending Physician".

An employee may substitute a physician's statement not on a City Statement of Attending Physician form, provided the statement shows treatment dates, diagnosis, that the employee was unable to work for the period covered, and that the employee is able to fully return to work. If the statement is accepted, a "Statement of Attending Physician" will not be required; if not, then a statement on the City's form is to be submitted within three (3) work days afterward.

In accordance with these provisions, it is recognized that sick pay is limited to necessary absences from duty due to illness or non work-related injury of the employee or an immediate family member that necessitates the employee's absence from work. It is also recognized that employees of the city of Toledo are engaged in the performance and delivery of vital services to our community. In order to ensure the efficient delivery of these services, good attendance on the part of the city's employees is necessary.

It is further recognized by current contract provisions, specifically Section 2117.94, "Reporting - Proof of Illness", and Section 2117.96, "Excessive Absenteeism", that any absence from duty as the result of a claimed illness or injury may be investigated during the employee's normal working hours.

The City does not intend to act arbitrarily, capriciously, unreasonably, or in bad faith when investigating sick leave. Nor does the City intend to use sick leave investigation to harass an individual employee. Nor does the City intend to make home visits or calls without taking into account the individual's attendance record.

2117.94 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 a doctor's office or at a pharmacy, and be able to document the absence from home. An employee who is recuperating from surgery or some other major medical condition who is advised by their 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 days or forty 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 days or forty-eight 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 days or forty-eight hours, the employee may be subject to discipline pursuant to the P.D.P or advanced disciplinary procedure for that usage and for each additional non-FMLA approved or otherwise undocumented sick time that calendar year.

"Documented sick time" for purposes of this paragraph and paragraph (c) shall be restricted to notes or other documentation from a medical practitioners' 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 the employee has a pre-approved doctor's or dentist's appointment. Nor shall it apply where an employee is 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 providing documentation it shall be presented within three (3) work days after returning to work.

(e)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.

(f) 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.

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

2117.95 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 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. The answer to the request must be furnished in writing to both the employee and the Union. In the event a sick and accident insurance benefit mutually agreeable is secured, then this benefit shall be discontinued.

2117.96 Excessive Absenteeism

(a) Employees of the City of Toledo are engaged in the performance and delivery of vital services to our community. In order to ensure the efficient delivery of these services, good attendance on the part of the City's employees is necessary. Moreover, recurring and excessive absenteeism is disruptive to the City's operations, costly to the City and its residents, and detrimental to the morale and efforts of employees who maintain a good work record. Therefore, it is the intent of the parties: (1) to work toward programs and understandings that will reduce absenteeism; (2) to encourage and recognize good attendance on the part of employees; and (3) to cooperate in correcting excessive absenteeism on the part of employees.

(b) This provision in no way detracts from the City's right to investigate illnesses or to bring charges against any employee for abuse of sick leave or for single instances of unexcused absence.

2117.97 Injury at Work and Injury Pay

When an employee is injured at work, they will be covered by the City's Worker's Compensation Transitional Work Program and injury pay program as specified in this section

~~2117.99, "Injury Pay"~~. If an employee is compliant with the City's rules for the ~~above~~ following two programs, and they are released without medical restrictions, they will return to the same or comparable position they held with the City. An employee's return to work is controlled by the referenced below City medical opinions of the Occupational Physician Providers and the City's ability to conform the job to those opinions. If an employee chooses to go to their own BWC certified physician, they will no longer be eligible for the Transitional Work Program or injury pay, but ~~will~~ can apply for ~~Temporary Total (TT) Disability~~ any benefits and compensation available through the Ohio Bureau of Workers' Compensation.

(a) Employees injured in the course of and arising out of their employment shall be paid a minimum of eight (8) hours pay for that day, if such injury requires the employee to leave the job for medical treatment by a professional medical care provider. ~~under such circumstances~~ In addition, employees who sustain work injuries that would ~~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 Health Care Cost Containment Committee ~~referenced below City~~ will select the program physician(s) and medical facilities from submitted proposals.

(1) Where practical, all work related injuries and illnesses shall be reported in writing immediately, but no later than twenty-four (24) hours or the next regularly scheduled work day after the occurrence, with copies of that report given to the employee, the affected Division, and the Department of Human Resources. 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 ninety (90) 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 thirty (30)~~ ~~ninety (90)~~ ~~calendar days and indicate any physical therapy the injured employee may require.~~ The program physician(s) may require follow-up medical evaluations.

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

his/her physician of record, the employee will sign an additional waiver allowing a release of information to the program physician.

(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. Upon approval or denial of the paid leave the Department of Human Resources will promptly notify the employee in writing of the reasons for denial or approval with a listing of further procedural steps if necessary.

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 for that particular injury or illness claim.

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.

Regarding seniority during an 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, unless by mutual agreement this period is extended in writing. Prior to the end of three months and each quarter thereafter the City and the Union will meet with the employee to ~~will~~ determine if the employee will be able to return to their classification.

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

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

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

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

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

(4) Return to a vacant position in a lower salary group for which he/she qualifies.

In the event that an employee cannot be returned to work in their regular job or alternate position, or is applying for a P.E.R.S. disability retirement, if the employee has followed the injury pay program the City will continue injury leave pay for a period of forty-five (45) days. After forty-five days, the employee may use any sick and/or vacation time that they have accrued. The Department of Human Resources will continue to review the vacancy list every two weeks for a position which the employee would qualify. Where appropriate, if the employee qualifies for Bureau of Workers' Compensation rehabilitation the City will cooperate with the Bureau in allowing on the job training to help qualify the injured worker for a position.

~~(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 2117.87, "Provisions For Safety") will also serve as a cost containment committee for Workers' Compensation.~~

(g) 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 .

(h) **Transitional Work Assignments**. ~~This plan~~ Rehabilitation plans will include the duration of any transitional work assignment not to exceed ninety (90) calendar days and will indicate any physical therapy the injured employee may require.

An employee working in a transitional work assignment will be compensated at their regular rate of pay. The employee will not be entitled to bid rights, overtime, etc., since the employee is not fit to perform all of the duties of the classification. With regard to the rights of other employees, the employee in the transitional assignment will be deemed not to be working out of classification.

Transitional work assignments will be identified by the Department of Human Resources in consultation with those divisions who have appropriate tasks available. The currently available assignments and the tasks involved in each division will be provided in writing to the Union. No transitional work assignment shall be made to a task, which has not been identified in writing to the Union, except by mutual agreement. Additionally, it is not the intent of the parties to supplement the workforce in classifications where there has been a reduction due to unfilled vacancies, layoff or attrition.

In order to identify tasks within each Division which may be appropriate for transitional work assignments, the Union will designate a divisional transitional work coordinator to interface with the Department of Human Resources. The Divisional Transitional Work Coordinator, Divisional Safety Committee, and Human Resources will work to further identify appropriate transitional work tasks within each division. Human resources and the Divisional Transitional Work Coordinator, in consultation with the Manager/Division Head, will, on a case-by case basis, consult regarding placement of employees in appropriate transitional work assignments. Medical issues involving an employee's ability to perform duties will be determined by the program physician.

If issues regarding availability of transitional work assignments cannot be resolved at the divisional level, the matter shall be brought to the ~~chief operating officer~~ Mayor's ~~or his/her~~ designee for final determination, subject to arbitration under Section 2117.21, "Arbitration".

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.

2117.98 Bonus Days

A regular full-time employee of the City shall be given Bonus Days in accordance with the Bonus Day Table set forth below, provided the employee has accumulated at least 480 total hours of sick leave as of December 31 of the previous year. In order to continue eligibility for Bonus Days the employee must maintain a balance of at least 480 hours of accumulated sick leave. ~~earned sick pay benefits in the previous year, as follows~~:

~~, in accordance with the Bonus Day Table set forth below~~. For the purpose of bonus vacation, unpaid sick days taken will be applied in the same manner as paid sick days.

~~New employees (i.e., employees hired after January 1, 2009) will not be eligible to accumulate bonus vacation days.~~

Effective for sick days taken starting January 1, ~~2012~~, 2014 forward.

~~MONTHS WORKED~~	~~SICK DAYS TAKEN~~					
	~~0~~	~~1~~	~~2~~	~~3~~	~~4~~	~~5~~
~~12~~	~~5~~	~~4~~	~~3~~	~~2~~	~~1~~	~~0~~

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	1½	½	0	
10	4	4	4	3½	3	2½	2	1	0		
9	3½	3½	3½	3	2½	2	1½	½	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							

2117.99 Leave Donation Program

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

(b) In order for an employee to donate paid leave time to the Program, the employee must:

(1) Be a permanent full-time or part-time employee of the City of Toledo who, at all times relevant to donation of paid leave time, holds a position classified in the AFSCME Local 7 Main Unit bargaining unit, and

(2) At the time of donation, have accumulated two hundred forty (240) hours of paid leave, and

(3) Specify in writing the source (vacation, compensatory, discretionary holiday and sick time) from which leave time is to be utilized for the donation, and

(4) Specify in writing the eligible recipient employee on the approved donation list for the Program to whom they are donating leave,

(5) Knowingly and voluntarily waive, in writing, his/her right to any claims on the paid leave time which he/she donates. The donor employee will not ever be able to have the donated paid leave time restored, and will not at any time be paid for the donated leave time, including at the time of retirement or separation in accordance with Section 2117.119 "Termination and Severance Pay", or use it for his/her own purposes after the paid leave time has been donated.

(c) Any consequence of the employee's donation of any paid leave time is borne solely by the donating and recipient employees, including tax and retirement implications, if any. By participation in the Program, both the Donor and Recipient employees and Local 7 agree to hold the City of Toledo harmless.

(d) Leave may be donated to the Program only in eight (8) hour increments. An employee may donate leave to the Program only if the employee has accumulated two hundred forty (240) hours of leave. The maximum number of hours that can be donated in a calendar year is eighty (80) hours.

(e) Leave that has been donated to the Program and used shall not be returned to the donating employee, and the employee donating the leave shall not be compensated for the donated leave, including at the time of retirement or separation in accordance with Section 2117.119 "Termination and Severance Pay". In addition, the recipient employee shall not be compensated or receive any monetary value for any donated time received through this Program at the time of retirement or separation in accordance with Section 2117.119 "Termination and Severance Pay".

(f) Sick leave hours donated to the Program shall not be counted against the employee donating the leave for the purpose of "Bonus Days" in Section 2117.98.

(g) In order to receive leave donated through the Program an employee must:

(1) Have completed his or her probationary period; and

(2) Have no paid leave available for use including but not limited to sick leave, vacation leave, compensatory time and discretionary holiday time and

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

(4) Be absent for a period of at least ten (10) consecutive work days for a serious illness of the employee or a member of their immediate family; and
(5) Employees shall not have an active disciplinary record in their personnel file for excessive use of sick time, abuse of sick time, unauthorized absence or a pattern of sick leave abuse.

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

(i) Employees using leave under the Program shall continue to accrue sick leave and vacation leave and be entitled to all other benefits under this agreement. ~~Any paid leave accrued by an employee using sick leave under the Program must be used in the following pay period(s) before any donated leave can be used.~~ When a recipient employee returns to work and has donated paid time remaining, any donated time shall be utilized prior to utilizing any other accrued paid time. Employees who use donated leave will have those hours counted as absences for the purpose of Section 2117.98 "Bonus Days", unless otherwise prohibited by law.

(j) The provisions of the Family and Medical Leave Act~~ion~~ shall supercede the provisions of this section.

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

2117.100 AFSCME Health and Welfare

The parties agree that employees shall continue to be covered by the AFSCME Health and Welfare Plan, which includes, (1) life insurance, (2) hearing care plan, and (3) an increase of $5.25 for the vision care plan. The cost of this plan shall be borne by the City, provided that the total cost shall not exceed twenty dollars ($20.00) per employee, per month during the life of this Agreement.

2117.101 Hospitalization-Prescriptive Drug-Dental Insurance

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

(i) Coverage shall be provided to each employee, each employee's spouse and all unmarried dependent members of the employee's family to age twenty-three (23). Spouses who are both employed by the City must jointly elect only one coverage: Traditional or HMO. 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 they shall be exempt from this joint election requirement. Where the spouse of a City employee is employed by a different employer and he or she desires to waive his or her employer's plan in favor of City coverage, the City is not obligated to place the spouse on the City's plan. In cases of demonstrated hardship due to excessive co-premiums (e.g., 40% co-premiums or premium payments equaling 30% or more of earnings), special consideration will occur.

(ii) Coverage for this purpose shall be furnished through the insurance carrier(s) selected exclusively by the City on a fair fee basis until such time as some other insurer may be selected or the City determines that it would be in its best interest to self insure these benefits.

(b) The following health care cost containment procedures shall be effective for all employees:

(i) 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.

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

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

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

(v) The panel of providers, and/or Preferred Provider Organization (P.P.O.), selected by the City for managing and providing nervous and mental, drug and alcohol treatment must be utilized. The City will request proposals toward a managed care plan for this purpose with an effective date

of June 1, 1999. The Union shall have a seat on the selection committee, but the right of final selection is reserved to the City. The Schedule of Benefits in effect as of February 9, 1999 shall be maintained, without additional co-pays or deductibles.

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

(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; provided that coverage for nervous and mental, drug and alcoholism treatment is limited per paragraph (b)(iii) and (iv).

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

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

(e) The cost containment committee shall be formed from among representatives of the various Bargaining Units and representatives of the City and shall be maintained. The committee shall develop other cost containment measures, which shall include:

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

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

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

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

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

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

The committee shall develop annual goals, objectives, and timetables directly aimed at reducing health care costs. Sub-committees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions, and report back to the committee. Goals and objectives not met within established timeframes shall be critically reviewed by the committee. If the City, in its sole discretion, is dissatisfied with progress in meeting goals and objectives or with the committee's action or inaction on 1, 3, 4, and/or 5 measures listed above, the City may take such actions as it deems necessary to exact cost containment. Changes in measure 2 must be by agreement of the parties.

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

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

(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 ten dollar ($10.00) co-payment, which shall be counted toward the individual's major medical deductible;

Fees that the physician charges for the services under paragraphs (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 (G)(i) and (iii) will be made for the first one hundred twenty-five ($125.00) per single contract or three hundred dollars ($300.00) per family per calendar year collectively for well baby care (after the federally specified limits have been met) and for office visits. The ten dollar ($10.00) office visit co-pay shall not be counted toward the $125/300 limits. After deductibles are reached, payment shall then be under the major medical plan; provided, however,

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

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

Type A Services: Preventative 100%
Type B Services: Major and minor restorative 80%
Type C Services: Orthodontia 60%
Deductible for Type B Services: $50.00 per person per year maximum payment of $1,000.00 per year.

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

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

(i) The City shall provide a three-tier closed formulary prescriptive drug purchase program with a co-payment structure of a six dollar ($6.00) co-payment for tier 1 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 (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, who shall group drugs according to determinations made by the provider's therapeutic committee as it deems necessary. The City may select an alternative carrier at its option.

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

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

(j) A reopener over the terms of this section may occur upon ten (10) days notice by the City if the City's percentage rise in medical services costs in the year 2000 is more than seven percent (7%) greater than the industry actuarial trend for Northwest Ohio. The base cost for this purpose will be the average annual full-time equivalent employee cost for medical services for the combined calendar years 1998 and 1999. In calculating the City's percentage rise, claims for an individual that total more than $25,000 shall be excluded from consideration from both the base cost and the year 2000 cost. If agreement cannot be reached within thirty (30) days after commencement of the reopener, the parties shall select an arbitrator using the selection procedure set forth in Section 2117.21, "Arbitration". The arbitrator shall conduct a hearing and render a decision following the provisions of the Ohio Public Employee Collective Bargaining Law at Section 4117.14(G), notwithstanding the provisions of 4117.14(D)(1).

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

(k) As a condition of continued coverage under the terms of this section, covered employees shall ~~beginning the first full pay period in January, 2012,~~ be responsible for premium payments in accordance with the following schedule: Single employees receiving coverage under this section shall pay a monthly premium of ninety-four dollars ($94) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred sixty dollars ($160) per month; an employee with more than one dependent (e.g. family coverage) shall pay a monthly premium of one hundred sixty-six dollars ($166) per month.

~~Single employees receiving coverage under this section shall pay a monthly premium of forty-eight dollars ($48) per month; a single employee with one (1) dependant shall pay a monthly premium of eighty dollars ($80) per month; an employee with more than one dependant (e.g. family coverage) shall pay a monthly premium of ninety-two ($92) per month.~~ Any employee eligible to receive coverage may waive such coverage in accordance with the provisions of subsection (b)(2) of this section. The premium payments will be made by payroll deduction on a pre-tax basis. Spouses who are employed by the City of Toledo will only pay one (1) premium payment based on the level of coverage selected. The birthday rule and spousal exclusion language in Section 2117.101(a) Hospitalization – Prescriptive Drug – Dental Insurance continue to apply to coverage option.

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

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

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

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

(l) Upon mutual agreement of the parties to this agreement, the parties agree to re-open this agreement for the limited purpose of negotiating the terms of section 2117.101, Hospitalization-Prescriptive Drug-Dental Insurance. It is the parties' intent to meet as part of a

multi-unit negotiation (AFSCME Local 7 Main Unit & Com-Ops, AFSCME Local 2058, TPCOA, TPPA Local 10, Teamsters Local 20, TFCA, AFSCME Local 3411, and UAW Local 12) regarding the terms of hospitalization, prescription drug and dental insurance. Each unit would subsequently ratify any tentative agreement. If the parties to this agreement are unable to mutually agree on revisions, the existing language of section 2117.101 Hospitalization-Prescriptive Drug-Dental Insurance shall remain in effect for the term of this agreement.

2117.102 Public Employees Retirement System of Ohio

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

~~(b), As long as the City participates in a PERS pickup program for bargaining unit employees, the program will be in accordance with 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)~~ (b)The City will train each payroll clerk to assist and complete forms for each person applying for disability and regular retirement. The payroll clerks responsibilities will be limited to completion of forms.

~~(c) January 2012: 3% decrease in "pension pick-up"; $750 lump sum payment to each Local 7 member, by separate check.~~

~~(e) January 2013: 4% decrease in "pension pick-up"; $750 lump sum payment to each Local 7 member, by separate check.~~

~~(f) Employees hired after January 1, 2009 who do not receive pension pickup will continue to pay full employee PERS contribution.~~

~~(g) No "Me Too" Clause.~~

~~(h) Contribution changes take effect with first, full pay period each year.~~

(c) Effective the first full pay period of July 2014, the City will no longer pay the remaining 3% of the employee's share of the pension contribution, and the employee will be responsible for the entire employee's share of the pension.

(d) 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 that increase.

(e) Effective the first full pay period of July 2014 and pursuant to subsection (c) above, the parties agree and understand that the City's pension pickup plan referred to in this section will terminate, and the City will no longer implement or participate in any pension pickup plan. The City will continue to pay its employer contribution in accordance with the Ohio Revised Code.

2117.103 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 pay.

ECONOMIC FRINGE BENEFITS

2117.104 Vacation

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

Effective July 1, 1999, the below table shall be followed:

AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31	VACATION
Less than 1 full calendar year of service	.916 days for each full month
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 December 1 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.

e) Employees shall not be allowed to be paid in 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 (5) 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.

2117.105 Paid Holidays

(a) All regular City employees who have completed one hundred sixty (160) work hours of their probationary period in accordance with Section 2117.34, "Probationary Period", shall be entitled to fifteen (15) paid holidays as set forth below. To be entitled to receive pay for the holidays the employee shall have worked or be on a compensated day off on the work day before and the work day after the holiday. An employee who misses work and is not on approved leave on the day before or the day after a holiday will forfeit two times the amount of time missed from his/her holiday pay to a maximum of eight (8) hours.

(b) New Year's Day; Martin Luther King Day (3rd Monday in January); Presidents Day (3rd Monday in February); Good Friday; Columbus Day; Memorial Day (last Monday in May); Fourth of July; Labor Day; Veterans Day (November 11); Thanksgiving Day; the Day after Thanksgiving; 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. These two (2) discretionary holidays are accumulated as follows:

An employee hired between January 1st and June 30th shall receive two (2) discretionary holidays after reaching one hundred sixty (160) hours of their probationary period in accordance with 2117.34, "Probationary Period". An employee hired between July 1st and December 31st shall only be entitled to one (1) discretionary holiday after reaching one hundred sixty (160) hours of their probationary period in accordance with Section 2117.34, "Probationary Period". This only is in effect for year of hire; after that the employee shall receive two (2) discretionary holidays thereafter. Shift workers who lose the Day after Thanksgiving as a paid holiday in a given year shall receive an additional discretionary holiday. Employees shall schedule discretionary holidays in such a way as not to impair the operations of the work unit, but the holidays shall be scheduled and the employee 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 holidays shall fall on a Sunday, the City shall celebrate the holiday on Monday.

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

2117.106 Funeral Pay

(a) A regular full time employee shall be granted three (3) days of funeral pay to arrange 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, 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, but the sick time usage under this section shall have no effect on "Bonus Days", section 2117.98, or the 48-hour reporting proof of illness provision under section 2117.94, "Reporting – Proof of Illness". At the employee's option, the employee may choose to use vacation and/or compensatory time to cover the additional three (3) 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 and fifty (150) miles from Toledo, an additional two 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 an 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 or certified life partner as certified by the City of Toledo for whom the employee would normally be granted the above one (1) day of funeral pay, three (3) days of funeral pay will be granted upon furnishing of an affidavit to the Department of Human Resources setting forth the facts as to the special relationship.

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

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

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

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

(h) All funeral leave days granted under this section must be used by the employee within two (2) weeks of the date of death.

2117.107 Jury Duty

a) Any regular employee of the City who is required to serve on the jury of any court of record shall be paid the 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 they served evidencing the fact of their having been required to serve.

2117.108 Unemployment Compensation

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

2117.109 Educational Reimbursement and Training Programs

(a) The City will reimburse tuition costs for courses taken at an educationally accredited college or university by permanent employees. Part-time employees shall receive reimbursement on a pro rated basis based upon actual hours worked the preceding year. Such course work must be approved prior to enrolling by submitting documentation that the course is necessary toward a degree which is required for a position in the City's classified service.

(b) The City will also reimburse for technical courses. 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 Director 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 three (3) normal promotional steps. An employee whose request for reimbursement is denied may appeal that determination to the City Career Enhancement Committee. Said committee shall consist of five (5) members, with one representative each from the following: Human Resources, Mayor's office, Affirmative Action and Contract Compliance, the Division in which the employee currently works, and the Union. The decision of the Committee will be final and will not be subject to the grievance procedure as provided in Section 2117.19 "Grievances".

Technical courses will be reimbursed one hundred percent (100%) for a grade of "A", "B", or ~~at a grade of~~ "C" ~~rate~~. Reimbursement shall be limited to four (4) courses per year.

(c) The City will 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", "B", or "C". The City will reimburse ~~the appropriate percentage of~~ the cost of tuition and general fees only, for up to and including ten (10) credit hours per quarter or up to and including fifteen (15) credit hours per semester. Reimbursement shall be limited to tuition levels charged by the University of Toledo for academic coursework and by Owens College for technical coursework. These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better.

(d) Any employee participating in the tuition reimbursement program who resigns or retires (non-disability) must repay the tuition reimbursement paid by the City for all courses taken less than ~~two (2)~~ five (5) years prior to the date of termination. If necessary, this amount will be deducted from the employee's termination pay or his/her final paycheck. The City reserves the right to use all legal means available to recover the tuition costs under this paragraph.

(e) Non-accredited schools will be included.

(f) If licensing or certification is a requirement of a classification held by an employee, the City shall pay the employee's licensing or certification expenses.

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

The Division Head may establish a Training Committee which will consist of: One (1) Union representative, one (1) Division Supervisor, and one (1) Division management representative. Each training program must be approved by the Union and the City of Toledo Human Resources Department prior to implementation of the training program.

Trainers will be selected and approved by the Training Committee and the Division Head. When selecting Trainers, consideration may be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs.

Training may be conducted during regular work hours or after regular work hours as agreed upon by the Division Head. For training during regular work hours, any Trainer(s) or Trainee(s) will be compensated at the rate of pay for their current classification. For training after regular work hours and/or on the weekend, Trainers will be compensated at the rate of pay for their current classification. Trainees will *not* be compensated for any training after regular work hours and/or on the weekend.

Upon completion of the training program by the Trainee, the Training Committee will evaluate the Trainee's competency based on pre-established criteria, as outlined in the training program. The Training Committee will certify to the Department of Human Resources the number of hours of training. Verified hours trained on a particular piece of equipment or in a particular area of training through the training and/or educational program may be used toward future promotional or alternate opportunities, provided the requirements of this section are satisfied.

(h) In the interest of having its employees keep pace with advanced technology, the City will endeavor to train those employees that may be affected as the result of a technological work change as the need arises. Training in these new areas shall be done by City personnel. However, when it is beyond the scope of City personnel, training may be conducted through outside services. These costs shall be borne by the City.

(i) The City shall continue to provide the opportunity for Local 7 members to prepare for the commercial drivers license (CDL) examination. This opportunity will be offered on a quarterly basis whenever a minimum of six (6) employees have signed up for the training. The training will be made available on Saturdays or other non-work hours without pay.

All employees shall be permitted to enroll, but preference shall be provided to those appointed to a classification that requires a C.D.L. who have been permitted to obtain the license during their probationary period. Employees who are promoted, transferred, voluntarily demoted, or bumped through the layoff procedure into a classification that requires a C.D.L., shall be allowed the course of their probationary period to acquire their C.D.L. provided reasonable accommodation can be made on the job.

All employees shall be permitted the use of City equipment to take the C.D.L. road test, on City time if necessary.

2117.110 Part-time Employee's Seniority and Benefit Rights

Seniority shall accrue to permanent part-time employees based upon the total hours of continuous service with the City, and shall be used for the purpose of determining layoff, bumping, and recall rights.

Part-time employees will be eligible for transfer, promotion, layoff, bumping and recall rights the same as full-time employees based on their accrued seniority.

The following benefits shall be made available to all permanent part-time employees, as of January 1, 1988, on a pro-rated basis based on actual hours worked the preceding year or years:

Sick Days
Holiday Pay
Funeral Pay
Jury Duty
Vacation
Severance Pay
Pension Benefits
Safety shoes and safety glasses shall be made available to all permanent part-time employees as of January 1, 1988, as provided in 2117.103, "Safety Shoes And Glasses".

Permanent part-time employees may request medical, prescription, dental and life insurance benefits, but must pay a pro-rated share of their cost. The pro-rata share shall be computed every six pay periods based upon their actual hours worked during those six periods. The rate shall be that then in effect for the benefits specified.

2117.111 – Seasonal/Temporary Municipal Workers Pool

Subject to and upon approval, of the proposed change to the Charter of the City of Toledo the following shall be effective:

It is the intent of the City of Toledo to reduce its use of outside seasonal and temporary workers and to create a labor pool of City employees who will be classified as Municipal Workers. The Municipal Worker position shall be included in the bargaining unit. The parties will take the necessary action to file a joint petition with SERB to amend the bargaining unit description to include Municipal Worker.

Municipal Workers shall be utilized by the City to perform work which includes but is not limited to, mowing, cleaning of ditches and drains, leaf removal, and general operations of ice rink and ball diamonds. Municipal Workers may be assigned to any department within the City.

Vacancies occurring in higher classifications shall be filled in accordance to 2117.42, "Vacancies". In the event that no other bargaining unit employees bid or are otherwise entitled to fill the vacancy, the City will consider filling the position from its pool of Municipal Workers

before hiring from outside. This shall be the only right that the Municipal Workers have pursuant this collective bargaining agreement other than representation by the Union as provided below.

Municipal Worker positions shall not be utilized to replace, displace or eliminate current bargaining unit positions but are to be used as a new entry level position. In the event of any reduction in force resulting in layoff, Municipal Workers shall be laid off in accordance with 2117.41 Layoff Procedure.

Municipal Workers shall be paid at a salary group 1A, at a rate not less than $8 per hour. Municipal Workers shall not be entitled to any other benefits or fringe benefits under the collective bargaining agreement other than what is provided in this Article. Municipal Workers will be entitled to a pre-disciplinary hearing as set forth in Section 2117.25 and to Union representation, if desired, if charged with a major infraction that if proven would result in termination of their employment and to grieve any resulting termination of employment for such major infraction up to Step 3 of the grievance procedure as set forth in Sections 2117.19, "Grievances" and 2117.20, "Grievance Procedure".

As bargaining unit employees, Municipal Workers shall be subject to the dues check-off and fair share obligations as set forth in Sections 2117.04, "Listing of New Employees" and 2117.05, "Union Assessments".

The City and Union agree it may be necessary to modify and/or terminate the Seasonal/Temporary Municipal Workers Pool as the needs of the City may dictate. In the event such modification or termination is necessary, the City will meet and confer with the Union over the effects of its decision.

WAGE RATES, PREMIUMS AND ALLOWANCES

2117.112 Base Annual Salaries

(a) Hourly Wages

Current Wage Rates (effective 1/3/2014)

Salary Group	75%	85%	95%	100%	Promotional Start Rate
1	$10.126	$11.476	$12.826	$13.501	$12.146
2	$10.700	$12.127	$13.554	$14.267	$12.843
3	$11.376	$12.893	$14.410	$15.168	$13.644
4	$12.093	$13.705	$15.318	$16.124	$14.512
5	$12.915	$14.637	$16.359	$17.220	$15.495

6	$13.925	$15.781	$17.638	$18.566	$16.715
7	$15.029	$17.033	$19.037	$20.039	$18.038
8	$16.330	$18.507	$20.684	$21.773	$19.595
9	$17.912	$20.301	$22.689	$23.883	$20.300
10	$18.846	$21.359	$23.872	$25.128	$21.360
11	$19.910	$22.564	$25.219	$26.546	$22.567
12	$21.128	$23.945	$26.762	$28.171	$23.947

Effective the first full pay period of January 2015, employees shall receive a base wage increase of 1.5 %:

Rates Effective the 1st Full Pay Period of Jan. 2015

Salary Group	75%	85%	95%	100%	Promotional Start Rate
1	$10.278	$11.648	$13.019	$13.704	$12.328
2	$10.861	$12.309	$13.757	$14.481	$13.036
3	$11.547	$13.087	$14.626	$15.396	$13.849
4	$12.275	$13.911	$15.548	$16.366	$14.730
5	$13.109	$14.856	$16.604	$17.478	$15.727
6	$14.133	$16.017	$17.902	$18.844	$16.966
7	$15.255	$17.289	$19.323	$20.340	$18.309
8	$16.575	$18.785	$20.995	$22.100	$19.889
9	$18.181	$20.605	$23.029	$24.241	$20.605
10	$19.129	$21.679	$24.230	$25.505	$21.680
11	$20.208	$22.902	$25.597	$26.944	$22.906
12	$21.446	$24.305	$27.164	$28.594	$24.306

Effective the first full pay period of January 2016, employees shall receive a base wage increase of 1.5 %:

Rates Effective the 1st Full Pay of Jan. 2016

Salary Group	75%	85%	95%	100%	Promotional Start Rate
1	$10.433	$11.824	$13.215	$13.910	$12.513
2	$11.024	$12.493	$13.963	$14.698	$13.232
3	$11.720	$13.283	$14.846	$15.627	$14.057
4	$12.458	$14.119	$15.780	$16.611	$14.951
5	$13.305	$15.079	$16.853	$17.740	$15.963
6	$14.345	$16.258	$18.171	$19.127	$17.220
7	$15.484	$17.548	$19.613	$20.645	$18.584
8	$16.824	$19.067	$21.310	$22.432	$20.187
9	$18.454	$20.914	$23.375	$24.605	$20.914
10	$19.416	$22.005	$24.594	$25.888	$22.005
11	$20.511	$23.246	$25.981	$27.348	$23.250
12	$21.767	$24.670	$27.572	$29.023	$24.671

Effective the first full pay period of January 2017, employees shall receive a base wage increase of 1.5 %:

Rates Effective the 1st Full Pay of Jan. 2017

Salary Group	75%	85%	95%	100%	Promotional Start Rate
1	$10.589	$12.001	$13.413	$14.119	$12.701
2	$11.189	$12.680	$14.172	$14.918	$13.430
3	$11.896	$13.482	$15.068	$15.861	$14.268
4	$12.645	$14.331	$16.017	$16.860	$15.175
5	$13.505	$15.305	$17.106	$18.006	$16.202
6	$14.561	$16.502	$18.443	$19.414	$17.478
7	$15.716	$17.812	$19.907	$20.955	$18.863
8	$17.076	$19.353	$21.630	$22.768	$20.490
9	$18.731	$21.228	$23.725	$24.974	$21.228
10	$19.707	$22.335	$24.962	$26.276	$22.335
11	$20.819	$23.594	$26.370	$27.758	$23.599
12	$22.094	$25.039	$27.985	$29.458	$25.041

(b) An employee who is promoted or who works above his classification in a classification within the Local 7 Bargaining Unit will receive the Promotional Starting Rate, AS INDICATED IN THE TABLES IN SUBSECTION(A) ABOVE, of the class to which the employee has been promoted for the employee's 1st 2080 hours in that classification unless the Promotional Starting Rate of the new classification is either less than four percent (4%) greater than the rate the employee was earning in his/her regular classification, or less than the 75%, 85%, or 95% rate for the 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 will receive a four percent (4%) increase over his/her present rate. If the Promotional Starting Rate is less than the 75%, 85%, or 95% rate for the classification, then the employee shall be paid at the nearest step rate that is at least four percent (4%) greater than the employee's current rate. At no time would a permanent employee earning the Promotional Start Rate be paid less than an employee in that classification in the Division with less seniority who is in one of the step rates. When an employee has served 2080 hours as an alternate to a position to which the employee is subsequently promoted, he/she shall continue to receive the full rate.

(c) Employees hired on or after January 1, 1992, that are not placed from within municipal employment, will be paid at the Step Rate of the salary provided in this section as follows:

STEP	PERCENTAGES
1st Year	75% of Full Rate
2nd Year	85% of Full Rate
3rd Year	95% of Full Rate
4th Year (Full Rate)	100% of Full Rate

Employees hired on or after January 1, 1992 who are promoted, transferred, or demoted before completing their third year of City employment shall go to the same step of their new salary group until their anniversary date for that step. A year of service for purposes of the step plan shall mean twelve (12) full months rather than 2,080 compensated hours. Employees who are off payroll more than twenty (20) work days during a year of service shall have their year of service extended by their number of uncompensated work days.

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

~~(e) Wages are to be frozen at current levels for 2012 and 2013. For 2014, there is to be a wage reopener.~~

~~There will be no me-too clauses for a wage reopener.~~

2117.113 Shift Premium

(a) Employees working on the second (2nd) shift shall receive fifty cents ($.50) per hour in addition to their base hourly wage. The second (2nd) shift shall be considered to be any employee who starts four (4) hours after the regularly scheduled first (1st) shift starting time.

(b) Employees working on the third (3rd) shift shall receive fifty cents ($.50) per hour in addition to their base hourly wage. The third (3rd) shift shall be considered any employee who starts four (4) hours after the regularly scheduled second (2nd) shift starting time.

2117.114 Saturday-Sunday-Holiday Pay

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 on six (6) major holidays and Christmas Eve and New Years Eve shall be paid ~~ten (10)~~ twelve (12) hours at their regular straight time rate.

2117.115 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 sixty cents ($.60) per hour shall be added to the employee's rate for the length of time the employee is actually performing the duties under the hazardous condition.

Some of the 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 sixteen (16) foot level; where oxygen equipment is required due to sanitary sewers or storm sewers, in situations where safety harnesses are required below 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 they 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 bosuns chair or swing stage, (does not include 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; whenever working on the superstructure of the Anthony Wayne Bridge at a height of thirty-five (35) feet or more; when establishing, working in or tearing down a traffic pattern on roads with speed limits of 45 miles per hour or more; excavating an area where hazardous materials have been identified; and when entering a structure after it has been deemed unsafe for habitation by the Health Department or Department of Inspections.

In addition to the above, unlisted hazardous conditions that may arise from time to time shall be settled and agreed upon between the Union, the Division head and/or the Department of Human Resources.

2117.116 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 nine dollars ($9.00) or its equivalent shall be provided for the employees on the job site at the expense of the City. The food will be procured and transported to the job site by the supervisor, or under the direction of the supervisor.

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

2117.117 Longevity

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

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

(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 with the City for the purpose of determining the longevity pay of which the employee may be entitled.

CALENDAR YEAR OF CONTINUOUS SERVICE	PERCENT OF ANNUAL BASE HOURLY RATE
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 years 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 increase in the base rate during the life of this agreement.

Base Wage Rates Effective July 1, 1976.

Salary Group	Salary Rate	Salary Group	Salary Rate
1	4.514	13	5.884
2	4.607	14	6.038
3	4.689	15	6.193
4	4.792	16	6.347
5	4.916	17	6.523
6	5.008	18	6.688
7	5.122	19	6.852
8	5.236	20	7.058
9	5.359	21	7.244
10	5.493	22	7.450
11	5.616	23	7.676
12	5.751	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 base rate if it is greater.

NEW LONGEVITY BASE RATES EFFECTIVE JANUARY 1, 1983	
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 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 payment is being made.

2117.118 Travel Allowance

(a) All City employees who are requested to use their private motor vehicle on City business shall be compensated based upon the IRS rate which may be deducted from the employee's federal income tax without having to itemize specific expenditures as established by the Internal Revenue Service letter. When an employee has had a City car assigned then they shall not have the City car reassigned and be requested to use their personal car on City business for periods of less than one (1) week. No City employee shall be required to use their 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/she wants to be assigned a motor vehicle or be put on the allowance or provided with 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 their 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.

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

Low Service Pumping Station 19 miles

In the event the employee is recalled to work they shall be entitled to the allowance for each time they are required to report for work on any day.

2117.119 Termination and Severance Pay

a) 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 they have not been compensated either in the form of pay or time off. If the employee was entitled to a discretionary holiday and has not taken it and is terminated on or before June 30th, they shall receive pay for the discretionary holiday.

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

d) In addition to the amount set forth in(a), (b), and (c) above, employees who retire, or die while in the employment of the City, or who separate in good standing from employment after twenty- one (21) years of service shall also receive severance pay for unused sick time in accordance with the provisions of Section 2117.92, "Accumulation and Payment of Sick Days".

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

e) Employees may purchase up to three (3) years prior service credit from O.P.E.R.S. using their severance pay under the following conditions:

1. The employee must submit his/her O.P.E.R.S. Statement of Cost form to the Division Head no more than one hundred twenty (120) calendar days and no less

than ninety (90) calendar days before the intended date of retirement. The employee must also sign a P.A.F. II specifying the retirement date at that time, and an individualized Severance Agreement and Release devised by the City which shall include, but not be limited to, the employee's effective date of retirement.

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

3. The employee's severance pay shall be reduced by the amount submitted to O.P.E.R.S. to purchase the prior service credit and the remaining severance pay shall be paid to the employee after retirement.

2117.120 Tool Allowance

Skilled trade employees who are required by the City to furnish the tools necessary for their jobs shall receive reimbursement for necessary tools up to a maximum of five hundred dollars ($500.00) per year. Employees shall provide the City with a receipt for the tools and evidence that the tool is needed for and is present in the workplace. An annual reimbursement payment for the previous year shall be made in January of each year.

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

2117.121 Payday

(a) The employees shall be paid biweekly 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 Friday and ending on 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 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.

(e) The paycheck of an employee whose wages are subject to attachment, will receive their check on Friday at a time established by the Treasury Division.

OTHER PROVISIONS

2117.122 Policies, Procedures, and Regulations

(a) All new Policies, Procedures, or Regulations shall be determined by the City and shall be promulgated from the Department of Human Resources. Divisional Agreements shall be agreements that are not management rights, and must be mutually agreed to by the Union and the City.

(b) When existing Policies, Procedures, or Regulations are changed or new Policies, Procedures, or Regulations 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 Policies, Procedures, or Regulations within ten (10) days after they become effective. New employees shall be provided with a copy of the Policies, Procedures, or Regulations at the time of hire.

(c) No Divisional Agreements 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.

(d) All Policies, Procedures, or Regulations shall be reasonable and shall be uniformly applied and uniformly enforced.

(e) Sets of work rules in existence before 1988 that have not been addressed since shall be subject to the following renegotiation procedure during the first eighteen (18) months of this agreement. The objective of this procedure will be to separate management rights items from Divisional Agreement issues.

Items in those rules that are not management rights and over which this contract requires mutual agreement, or items that are not management rights and complement or clarify the contract's application in that division shall be included in a Divisional Agreement. Such items may be revised by mutual agreement. Items not included in the Divisional Agreement may be issued by the City following the procedure set forth in parts (a) through (d) above. Where agreement cannot be reached over whether an item belongs in a Divisional Agreement or the Policies and Procedures, the matter shall be submitted for resolution to the Director of Human Resources level, and if not resolved, to binding expedited arbitration utilizing the procedure set forth in Section 2117.22, "Expedited Labor Arbitration Rules", herein.

2117.123 Subcontracting

(a) Except for emergencies involving the public health, welfare and safety, and except as provided below, the City shall not subcontract any work or services being performed by the employees of the City.

(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.

(c) Prior to any subcontracting of work or 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. At the time bids are contemplated by the City, a meeting with the Union will be held, where practical to do so, to determine the feasibility of performing the work in-house. In determining feasibility the City should consider the possibility of filling vacant positions in the affected Division(s) in order to perform the work in-house. The City retains the right to make the final determination of the feasibility to subcontract any work. Should the meeting with the Union fail to take place, such failure shall not constitute a default on the part of the City of the right to make the final determination.

(d) Where formal bids are solicited, copies of the bid specifications shall be furnished to the Union at the time the bids are solicited. No bid on the work from the Union is intended.

(e) When subcontracting work is completed by a Division, upon written request by the union to the Division head with a copy to Human Resources, the Division head or his/her designee will provide to the Union the cost of the work by the contractor(s). Said response will be provided within ten (10) working days of receipt of the written request.

2117.124 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 and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Title of the Code. 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.

2117.125 Reclassification

(a) All employees shall work within their classification, except as otherwise provided by other sections of this Agreement. 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 (50%) of the time, it shall be reclassified into the skilled trades category.

(b) If an employee works above his/her classification more than fifty percent (50%) of the time, other than skilled tradesman level, the employee in the position shall have their job audited by

the Civil Service Commission upon the employee's request for a determination as to whether the position should be reclassified.

(c) Reevaluation reviews involve the reconsideration of the point values assigned under the hay classification system to individual classifications. Reclassification studies involve the study of individual or groups of positions to determine if they are properly classified. Reevaluation reviews and reclassification studies shall be conducted within one hundred and twenty (120) work days of receipt of the request by the Department of Human Resources if a current job analysis of the classification(s) at issue exists. Otherwise, the review or study shall occur as soon as practicable after receipt of the request by the Department of Human Resources. Prior to submission, such requests shall be screened by the Division Head for a determination of whether reevaluation review or reclassification study is warranted. The Division head will make a determination within forty-five (45) calendar days from receipt of the employee's request. An audit shall only be deemed warranted when the employee is regularly working above his/her classification more than fifty percent (50%) of the time, not in an alternate capacity, and is properly assigned.

The Division Head's determination of whether an audit is warranted shall be subject to appeal to the third step of the Grievance Procedure. If the Division Head's determination is not upheld, then the request shall be submitted to the Department of Human Resources.

Reclassification study results shall be subject to review by the Civil Service Commission. Once the reclassification is approved by the civil service commission, legislation will be sent to city council within sixty (60) days after approval.

Reevaluation reviews shall be subject to review by the Compensation Evaluation Review Committee. If the reevaluation of a classification by the compensation evaluation review committee results in a salary group adjustment, the reevaluation shall recommend the adjustment to the mayor. Once the mayor has approved the reevaluation, legislation will be sent to city council within sixty (60) days.

2117.126 Federally Funded Jobs

The following provisions apply to budgeted positions funded by the federal government:

(a) The City agrees that, when federal money is secured for new or existing federally funded programs budgeted positions, the Union shall be given notice that the position or positions are to be filled. City employees in the bargaining unit shall be given first opportunity to fill such new or existing 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 he or she shall be given the right to fill the position in accordance with Civil Service Procedures and the resultant job opening will then be filled with the new employee.

(c) 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 the employee in accordance with the provisions herein.

2117.127 Successors and Assignees

In the event that the City of Toledo transfers to another entity any operations 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.

2117.128 Labor/Management Meetings.

In the interest of promoting a cooperative, participatory work environment, the City and the Union agree to meet bi-monthly to discuss issues of mutual interest. The meetings shall be held during the workday at a time and location of mutual agreement. The meetings shall be held on the first Monday of every other month, unless rescheduled by mutual agreement. Every effort shall be made to reschedule within that same month. Finally, the parties may schedule additional or special meetings by mutual agreement. The Union President and the Director of Human Resources shall prepare a meeting agenda prior to the meeting date. The Union shall be represented by the President, staff representative and two (2) other members identified by the President. The City shall be represented by the Director of Human Resources, one (1) Senior Employee Relations Specialist and two (2) representatives from the City's operating divisions.

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

2117.129 Mid-Term Bargaining and Severability

In the event the City finds it necessary to implement change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this Contract, the City shall notify the Union of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this Contract.

The parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the City takes immediate action due to "exigent circumstances" or "legislative action" as noted above, this Article does not limit the Union's rights before the State Employment Relations Board.

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

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

If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Union. If the City elects to so implement, the Union may submit the unresolved issue(s) to arbitration in accordance with the provisions outlined below.

In the alternative, the City may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the City elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the City may implement its last offer to the Union.

Once the unresolved issues are submitted to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

A. Arbitrator. An arbitrator may be chosen by mutual agreement, or absent mutual agreement, shall be selected in the manner set forth in Section 2117. 21 "Arbitration" of this Collective Bargaining Agreement.

B. Arbitration Guidelines. The following guidelines shall apply to arbitration proceedings under this Article:

1. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).

2. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.

3. After the hearing, the arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:

(a) Past Agreements between the parties;

(b) Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment

generally prevailing in bargaining units of similar size operating under similar circumstances;

(c) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(d) The lawful authority of the City;

(e) The stipulation of the parties;

(f) Such other factors as may be relevant to the arbitrator's decision.

4. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

5. Arbitration Costs — Arbitration Costs —The cost of the arbitration procedure shall be paid equally between the parties, however, each party to be responsible for its own attorney's and/or consultant's fees.

Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail.

2117.130 Savings Clause

If any section of this chapter of the Code 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 chapter and any rider thereto, or the application of such provision or section to persons or circumstances other than those 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 article or section of this chapter 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.

2117.131 Termination

This Chapter of the Code shall be effective July 1, 2014, and shall remain in full force through June 30, 2017, and thereafter until terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

AFSCME LOCAL 7 OHIO COUNCIL 8

Don Czerniak, President

Matt Sutton, Vice President

Jeff Bright
Chief Steward

Beth Sorgenfrei
Secretary/Treasurer

Melissa Masztak, Recording Secretary

Mike Curtis, Sgt. at Arms

Jim Cook, Divisional Steward

Deb Dickerson, Divisional Steward

Jerome Pierce, Divisional Steward

Steven Kowalik, Staff Representative

Thomas Ritchie, Director of Field Services

THE CITY OF TOLEDO

D. Michael Collins, Mayor

Joel Mazur, Assistant Chief of Staff

Mark Sobczak,
Commissioner of Human Resources

Mike Niedzielski,
Chief, Bargaining & Representation

Victoria Coleman
Admin. Analyst 3, Human Resources

David Pratt
Commissioner of Sewer & Drainage

Terry Russeau
Commissioner of Water Distribution

Abed Semaan, Administrator – AS II
Water Distribution