

TA 4/23/19 *ASm*

CITY PROPOSAL  
March 22, 2019

**2121.02 Classifications**

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

SALARY

CLASSIFICATION    GROUP

Account Clerk    4

Chemist-Bacteriologist    9

Clerk    3

Clerk Aide    2

**Crane Operator    10**

~~Custodian—2~~

Data Communications Technician    8

Data Entry Clerk    3

~~Diesel Specialist—8~~

Dispatcher    4

Electrician    8

Equipment Repair Technician    7

Heavy Equipment Operator    6

**Heavy Equipment Mechanic 9**

~~Instrumentation Technician—8~~

Intermediate Account Clerk    5

Intermediate Clerk    4

~~Laboratory Aide—3~~

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Landfill Equipment Operator 8

Light Equipment Operator 4

Machinist 8

Master Equipment Operator 8

~~Refuse Collector 4~~

~~Refuse Truck Driver 6~~

Senior Clerk 6

Senior Electrician 9

Senior Storekeeper 6

**Senior Trades Mechanic 9**

Senior Utility Worker 5

Senior Water Reclamation Maintenance Worker 8

Stenographer 4

Storekeeper 5

Tandem Truck Driver 5

Trades Mechanic 8

Utility Worker 4

Vehicle Mechanic 8

Vehicle Service Worker 5

Water Reclamation Maintenance Worker 6

Water Reclamation Operator 8

**Classifications not currently utilized, but reserved for Local 20 are as follows:**

**Custodian 2**

Diesel Specialist 8

Instrumentation Technician 8

Laboratory Aide 3

Refuse Collector 4

Refuse Truck Driver 6

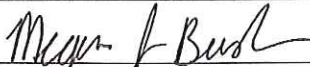
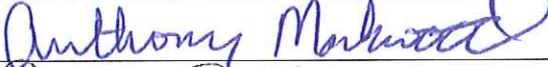



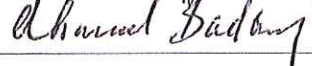
Requests for salary group or classification review shall be handled in a timely fashion as promptly as possible after submission. The parties agree to the following step process to resolve disputes over whether a particular position is at the appropriate salary group or classification:

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

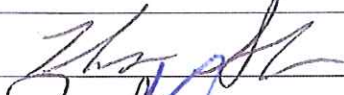
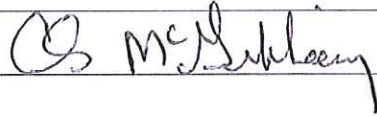
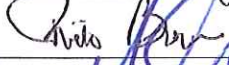
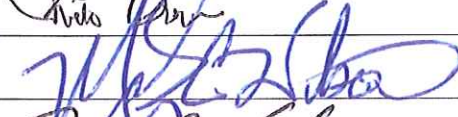

Step Two - Compensation Evaluation Review Committee/ Human Resources Department Evaluation and Placement Section. The review shall be conducted within ninety (90) work days of receipt of the request by Human Resources if a current job analysis of the classification(s) at issue exists. Otherwise, a current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

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

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

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## 2121.06 Union Assessments

In recognition of Teamsters Local 20's services to the bargaining unit and to promote harmonious and stable relationships between the bargaining unit and the City, employees within the bargaining unit shall, within thirty (30) days of the effective date of this agreement, or their completion of their probationary period, whichever is later, meet with a member of the Teamsters Local 20 to discuss membership in the Teamsters Local 20 and review the consent form for membership and dues deduction. If the employee signs the consent form, a copy of the member's consent form will be immediately sent to the City of Toledo Division of Payroll. ~~either become members of Teamsters Local 20 or share in the financial support of Teamsters Local 20 by paying to the organization a service fee not to exceed the amount of dues uniformly required of members of the organization.~~

(a) The City will deduct any arrears in unpaid Union dues, initiation fees, service charges and equal assessments owed to the Union, as well as current Union dues, initiation fees, service charges and equal assessments from the paychecks of employees who are members of the Teamsters Local 20 and have signed current consent forms, ~~working in classifications included in the recognition clause herein.~~ Such deductions shall be made on a bi-monthly basis for the current dues (payable in advance) and any initiation fee or service charges are due the Union. The City further agrees to remit to the Secretary-Treasurer of the Union, dues, initiation fees, service charges and uniform assessments so deducted from the member paychecks, ~~of the employees covered herein.~~

(b) ~~The Union will establish a rebate procedure for fees deducted from non-members of the Union in accordance with O.R.C. 4117.09.~~ The City of Toledo Division of Payroll will accept cancellations of dues check offs forwarded by the Union and accompanied with a cover letter signed by the Union President or his/her designee. The cover letter will include the name of the member(s) that submitted a dues cancellation notice. Upon receiving the cover letter, the City will promptly process the request and stop the dues payroll deduction.

The City of Toledo Division of Payroll will also accept individual dues check off cancellations. Notice of cancellations under this provision will be immediately forwarded to the Union President or his/her designee. The City will not process the cancellation until the Union submits a cover letter as referenced herein. However, if the Union fails to submit the cover letter within ten (10) calendar days, the City will process the request and stop the dues payroll deduction.

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

(d) D.R.I.V.E. The City agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the City of the

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

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

TEAMSTERS Local 20	CITY OF TOLEDO
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Julia [Signature]	Dorleka Oye Danmiter 4/23/19
[Signature]	Ahmed Bedany 4/23/19
[Signature]	C. McSelheing 4/23/19
Riv [Signature]	
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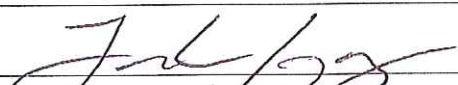
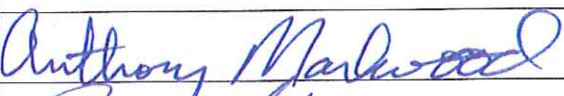

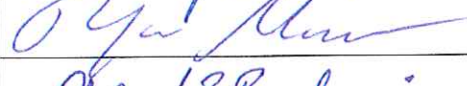



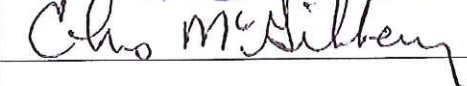

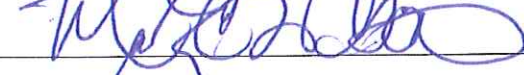

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**2121.08 Credit Union**

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

The City agrees to continue its current direct deposit program for employee paychecks. The employee may choose to receive a paper paycheck or elect direct deposit of his/her paycheck. However, effective October 1, 2019, all new hires must enroll, and remain, in the current direct deposit program for employee paychecks for the duration of their employment. All employees currently enrolled in the direct deposit program must remain in the program. If the employee cannot enroll into the direct deposit program due to extenuating circumstances, then the employee will be issued a prepaid debit or credit card. In order to elect enroll in 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.

In the event the City purchases a Human Resource Information System ("HRIS") or a Human Resource Management System ("HRMS"), all employees will be enrolled in a direct deposit program for the duration of their employment. However, if an employee cannot enroll into the direct deposit program due to extenuating circumstances, then the employee will be issued a prepaid debit or credit card.

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**2121.14 Union Release Time**

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

(b) Water Reclamation. The Chief Steward shall be released ~~one (1)~~ **three (3)** workday per week to attend to Union business. ~~The steward may accumulate days up to the number of weeks per month.~~

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

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

TEAMSTERS Local 20	CITY OF TOLEDO
<i>John G...</i>	<i>Anton...</i>
<i>Megan f Bush</i>	<i>John...</i>
<i>J. K. ...</i>	<i>Alfred S. B...</i>
<i>[Signature]</i>	<i>Chris m. Sil...</i>
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CITY COUNTER PROPOSAL  
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**2121.21 Grievance Procedure**

Step 1: Responsible Supervisor

When an employee has a grievance arising from action taken at the operational unit level, the employee shall, along with the Steward, discuss the matter with the responsible supervisor within ~~three (3)~~ **five (5)** work days after the City employee has gained knowledge that a dispute exists. If unresolved after discussion, the employee shall reduce the grievance to writing within those three (3) work days, and the City shall respond to the dispute within three (3) work days upon receipt of the written grievance.

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

Step 2: Commissioner/Division Head:

If the grievance is not settled in Step 1 above, then the union representative may submit the grievance to the Commissioner/ Division Head within ~~five (5)~~ **ten (10)** work days following the date of the answer from the above step.

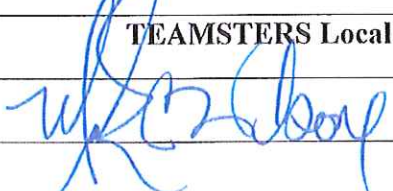
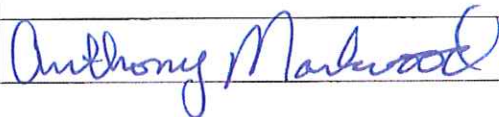
A hearing to resolve said grievance will be scheduled within five (5) work days, with a decision required within five (5) work days following the day of the hearing.

Step 3: Department of Human Resources:

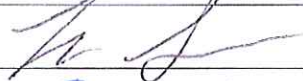
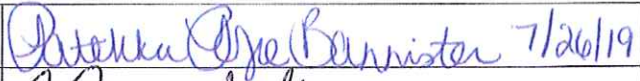

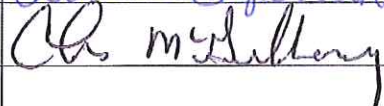

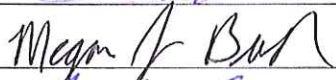
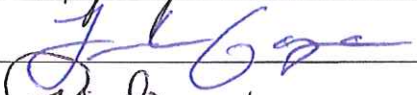
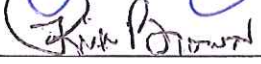
Grievances which are unresolved following the above steps shall be submitted, in writing, to the Department of Human Resources within five (5) work days following the preceding decision. A hearing shall be scheduled within five (5) work days following notification of the grievance to the Department of Human Resources--through arrangements with the Local Union Business Representative or his designee. A decision will be required within ten (10) work days following the hearing.

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

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

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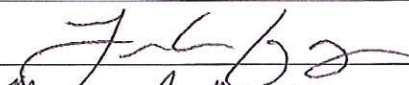


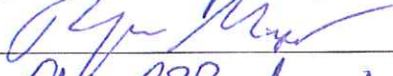

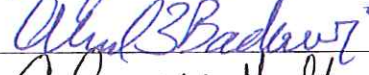

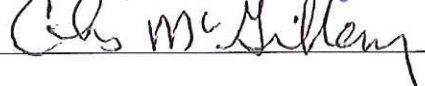

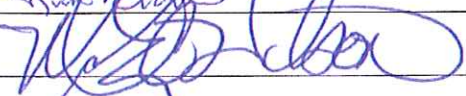

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**2121.24 Suspension Without Hearing**

(a) No employee shall be suspended from the service of the City without first having been afforded a hearing by the City's designated hearing officer **within five (5) days.**

(b) However, An employee may be suspended pending a hearing only for major infractions of theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during working hours, the use of alcoholic beverages or abusive drugs during working hours, physical violence, offenses involving gross misconduct, or gross insubordination.

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

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### 2121.25 Procedure

(a) When an employee is to be disciplined, the Division Head or Department Head shall have the charges against the employee reduced to writing, with one (1) copy to be delivered to the employee and one (1) copy to be delivered to the Chief Steward, and one (1) copy to be delivered to the local Union business agent's office. Delivery to the employee shall be defined to have occurred if the charges are hand-delivered, or mailed to the employee's residence. Where resort to U.S. mail occurs, the date of the posting shall control and a written certification shall be provided to the hearing officer stating the date of mailing and address to which mailed. The employee's last known address shall be utilized. Charges must be brought and delivered as described above within ten (10) workdays (Monday through Friday) from the first day after the City had knowledge of the infraction, unless an employee's work related activities are being challenged through litigation, any disciplinary action that could be considered by the City may be deferred pending the conclusion of litigation.

The hearing shall be held by the City's designated hearing officer on a date and time mutually agreed upon but no more than ten (10) workdays (Monday through Friday) after the charges have been served on the employee. In the event the City hearing cannot be held because of the absence of the employee, business agent, division or department head, then it shall be held within ~~five (5)~~ **ten (10)** workdays (Monday through Friday) after the return of the employee, business agent, and/or division or department head.

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

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

(d) The employee shall be presumed to be innocent and the burden shall be on the employer to show fault by the evidence presented at the hearing. The employee or his representative shall have the right to confront and question the accuser, the right to call and examine witnesses in the employee's behalf, the right to have all pertinent records made available and the right to file a written answer to the charges, within five (5) work days (Monday through Friday) following the day of the hearing.

(e) The designee of the City shall hear only the evidence in support of the charges and only the evidence in defense of the charges and shall endeavor to ascertain the truth of the charges. The designee of the City shall make a recommendation to the Mayor on the case within ten (10) workdays (Monday through Friday) following the closing of the hearing.

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

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

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

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

TEAMSTERS Local 20	CITY OF TOLEDO
<i>J-L Co</i>	<i>Anthony Marwood</i>
<i>Megan J. Bush</i>	<i>Dyan M...</i>
<i>[Signature]</i>	<i>Chris B...</i>
<i>[Signature]</i>	<i>Chris M. H...</i>
<i>[Signature]</i>	
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**2121.33 Probationary Period**

Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the date of hire. Employees in classifications included in Section 2121.02 (Classifications) except temporary labor pool employees, shall be probationary employees for a period of ninety (90) work days or 720 hours worked. A probationary employee shall not receive any fringe benefits during the first ninety (90) ~~work~~ calendar ~~days or 720 hours worked~~ of the probationary period.

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

TEAMSTERS Local 20	CITY OF TOLEDO
Megan J Bush	Anthony Morwood
[Signature]	Patricia Bannister 4/23/19
[Signature]	Ahmed Badony 4/23/19
[Signature]	C. M. Sullivan 4/23/19
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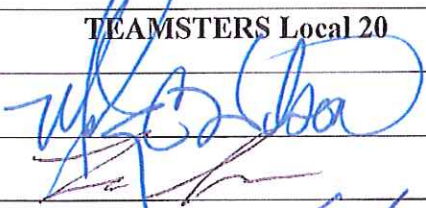
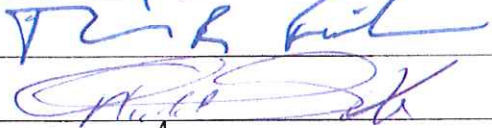


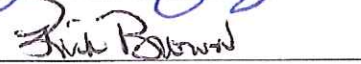
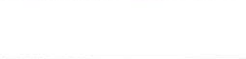
2121.42 Transfers

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

(b) The City may request the transfer of an employee for the good of the service. The request of the City must be made to the Commission and must be handled under the rules as established by the Commission. **An employee transferred for the good of the service shall be probationary for a period up to sixty (60) work days.**

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

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

TEAMSTERS Local 20	CITY OF TOLEDO
	Anthony Markwood 7/26/19
	Pattoka Rene Bennister 7/26/19
	Chs m. Silberry
	
	
	

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2121.46 Alternates

(a) An alternate is an employee who may be temporarily assigned to perform duties of a position above the employee's regular classification. **In an effort to provide training and encourage career advancement opportunities, Divisions will endeavor to biannually post for alternates.** The Toledo Civil Service Commission shall determine an employee's qualification to serve as an alternate. There is no duty to assign an alternate; however, an alternate may be assigned under the following circumstances:

- (1) To replace an employee who is off for any reason.
- (2) To fill a vacant position pending the making of a provisional or permanent appointment.
- (3) To temporarily supplement the staffing level authorized in the budget.
- (4) To provide training opportunities and credit as prescribed by the education and training program.

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

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

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

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

(f) When an employee is worked as an alternate, the employee shall be paid at the alternate rate of the position worked for a single compensated day off, providing the employee worked in



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the alternate position for three (3) of the five (5) workdays immediately preceding the single compensated day off. The employees shall be paid at the alternate rate of the position worked for more than a single compensated day off providing the employee worked in the alternate position for six (6) of the ten (10) work days immediately preceding the compensated days off to a maximum of 120 work days.

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

TEAMSTERS Local 20	CITY OF TOLEDO
<i>[Signature]</i>	Anthony Markwood
<i>[Signature]</i>	Roxanna Pope-Bannister 7/26/19
<i>[Signature]</i>	Cels McMillberry
<i>[Signature]</i>	
Megan J. Burk	
<i>[Signature]</i>	
Rita Brown	

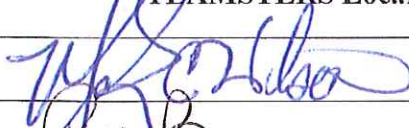

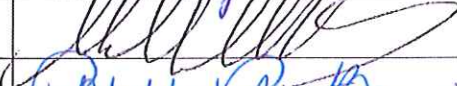
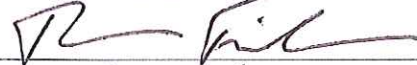


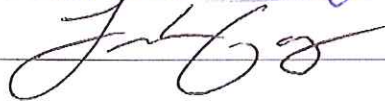
TA 4/25/19 AJM

CITY COUNTER PROPOSAL  
April 25, 2019

**2121.55 Military Leave**

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

An employee on military leave shall be removed from the call out list the day prior to reporting for duty and shall be placed back on the call out list after reporting back to work.

TEAMSTERS Local 20	CITY OF TOLEDO
	Anthony Markwood
	
	Catherine Speer Barnista 4/25/19
	Cl's McMillen 4-25/19
	Ahmad S Baching
	

TA 4/23/19 ASM

CITY PROPOSAL  
March 22, 2019

2121.79 Premium Hours

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

No employee shall work more than sixteen (16) continuous hours except in emergency situations where other qualified personnel are not available. For purposes of this Section, "emergency situations" will be determined by management.

TEAMSTERS Local 20	CITY OF TOLEDO
Meghan J Bush	Anthony Morwood
<del>John [unclear]</del>	Patricia [unclear] 4/23/19
<del>[unclear]</del>	Ahmad Badary 4/23/19
[unclear]	C. McMillen 4/23/19
[unclear]	
[unclear]	
[unclear]	

TA 7/31/19 Adm

CITY PROPOSAL PACKAGE  
JULY 31, 2019

**2121.80 Assignments; Inequality**

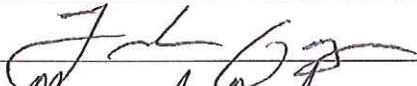




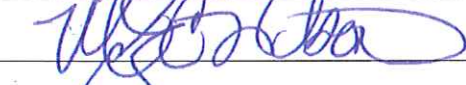
If at the time that overtime assignments are shown to the departmental steward and the steward advises the supervision that there is a mistake, supervision still has the prerogative to make the assignments. The departmental steward, upon finding there was a mistake, shall file under the grievance procedure.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

**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 <sup>money</sup> 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.** <sup>for money</sup>

**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. Further, the supervisor must document the reason for**







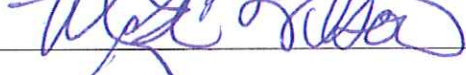
*mistake. A copy of documented reasoning shall be provided to Dept/Div Head, HR,*

TEAMSTERS Local 20	CITY OF TOLEDO
	Anthony Madwood
Megan A Bush	
	Alex Badaj
	Cels McShelley
	
	

*and Union Bus. Agent Adm.*

**2121.81 Compensatory Time**

An employee who has worked overtime shall be allowed to receive compensatory time off in lieu of pay at the appropriate overtime rate if the employee so elects, 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, the employee shall receive pay as provided herein. An employee must take all compensatory time in excess of ~~one~~ **two** hundred sixty ~~(160)~~ **(200)** 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~~ **two** hundred sixty ~~(160)~~ **(200)** hours in the next regular pay period.

TEAMSTERS Local 20	CITY OF TOLEDO
	
Megan J Bush	
	Alex Badaj
	Chris McMillen
	
	

### 2121.97 Reporting; Proof of Illness

(a) The employee, while absent on sick pay, must notify the supervisor under agreed practices. When claiming sick days an employee must remain at home caring for their illness or that of their sick family member, unless away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. If the sick family member does not reside in the home of the employee, the employee shall provide notice when reporting off that they will be at the sick family member's home and its location. The employee shall then remain at the sick family member's home, unless away receiving medical attention such as in a hospital, at the doctor's office or at a pharmacy, and be able to document the absence from home. An employee who is recuperating from surgery or some other major medical condition who is advised by his physician that a change of location would hasten their recovery, may do so with the approval of the Department of Human Resources. An employee who is recuperating from surgery or other medical condition and who has not been released to return to work by a physician within ten (10) work days does not have to remain at home provided that their physician's statement indicates that remaining home is not necessary to their full and fast recovery. The employee then shall be allowed under these conditions to continue to receive sick pay benefits.

(b) Beginning January 1, 2006. When an employee has used five (5) days or forty (40) hours of sick time in a calendar year that is not FMLA approved, or is not otherwise documented as specified below, then the employee shall be notified that use of more than six (6) days or forty-eight (48) hours of non-FMLA or undocumented sick time that year may be cause for discipline. When the employee's sick time usage that is neither FMLA - approved nor otherwise documented exceeds six (6) days or forty-eight (48) hours. The employee may be subject to discipline pursuant to the PDP for that usage and each additional non-FMLA approved or otherwise undocumented sick day that calendar year.

**Effective January 1, 2020, when an employee has used four (4) days or thirty-two (32) 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 five (5) days or forty (40) hours of non-FMLA or undocumented sick time that year may be cause for discipline. Additional sick time usage that is neither FMLA-approved nor otherwise documented exceeding five (5) days or forty (40) hours, the employee may be subject to additional 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 to paragraph (c) shall be restricted to notes or other documentation from a medical practitioner's office (physician, nurse practitioner, nurse, dentist, chiropractor, physical therapist) and school officials/school nurses on medical or school stationery.

(c) An employee who goes home sick after reporting for work shall receive written notification for the second occurrence in a calendar year that has not been documented in

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accordance with paragraph (b) above. The written notification shall instruct the employee that the same conduct in the future will result in the employee being required to submit appropriate documentation concerning the reasons for leaving early for the remainder of the calendar year. This provision shall not be applicable when employee has a pre-approved doctors or dentists appointment. Nor shall it apply where an employee authorized to report to work for a partial work day, either before or during that day, when the employee would otherwise take the entire day as sick leave. Authorization to report to work under this provision will be requested by direct verbal communication between the employee and the employer or its designee and confirmed as soon as practicable in writing.

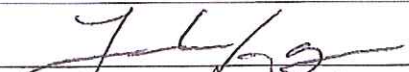


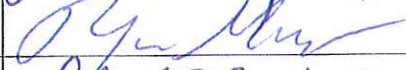


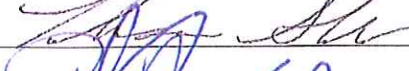
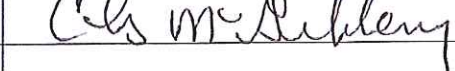



Failure to provide a "Statement of Attending Physician" or documentation when required by this agreement may subject the employee to disciplinary action.

(d) When providing documentation it shall be presented within five (5) 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 hereto set forth herein or whose reasons for absence are falsified shall be subject to appropriate disciplinary action.

TEAMSTERS Local 20	CITY OF TOLEDO
	
	
	
	
	
	
	

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**2121.103 Hospitalization-Prescriptive Drug-Dental Insurance**

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

- (a) General Provisions: The City shall provide hospital, medical, surgical, outpatient diagnostic laboratory services, prescription drug, dental and vision care and benefits under the terms and conditions set forth below. The Union membership shall provide monthly contributions in accordance with the following schedule:

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

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

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

- (b) Coverage shall be provided to each employee, each employee's spouse and all unmarried dependent members of the employee's family to age twenty-six (26). Spouses who are both employed by the city must jointly elect only one coverage. A new election may occur after an open enrollment due to circumstances such as layoff or other separation of one of the spouses, death, or divorce. Where spouses who are both employed have dependents from prior marriages for whose hospitalization coverage they are responsible shall be exempt from this joint election requirement.

Where the spouse of a City employee has health care coverage through a different employer, the spouse must enroll in his/her employer's plan. Dependents shall be covered as provided by the "birthday rule".

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

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



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

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

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

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

(ii) Major medical benefits shall be paid to a lifetime maximum of one million dollars (\$1,000,000.00) per person with a one hundred dollar (\$100.00)/individual and two hundred dollar (\$200.00)/family deductible and 80%/20% co-payment.

(iii) There shall be a ~~one~~ **two** hundred dollar (~~\$100~~ **\$200**) co-pay for all emergency room visits, which shall be waived if the individual is admitted or if the visit is between the hours of 8:00 p.m. and 9:00 a.m., or on a Saturday after 12:00 noon, or on a Sunday.

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

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

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

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

(h) Fees that the physician charges for the services under paragraphs (i), (ii), and (iii) shall be paid on the same basis as other covered services (e.g. usual, customary, and reasonable). Payment for services under Part (f)(i) and (iii) will be made for the first one hundred twenty-five dollars (\$125.00) per single contract or three hundred dollars (\$300.00) per family per calendar year collectively for well baby care (after the specified limits have been met) and for office visits. The fifteen dollar (\$15.00) office visit co-pay shall not be counted toward the \$125/300 limits. After deductibles are reached, payment shall then be under the major medical plan;

provided, however, that the bill shall be reduced by the fifteen dollar (\$15.00) office visit co-pay before the 80%/20% co-payment formula is applied.

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

Type A Services: Preventative 100%

Type B Services: Major and minor restorative 80%

Type C Services: Orthodontia 60%

Deductible for Type B Services: \$50.00 per person per year;

Maximum payment of \$1,000.00 per year.

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

(j) Prescriptive drug program: This program shall continue in effect for the duration of this agreement.

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

(ii) The City may implement managed care for the prescriptive drug program. This would allow for an evaluation of the interaction of an individual's different prescriptions on a voluntary basis.

(k) The coverages described herein shall be under either a single, single plus one or family contract as may be appropriate. The selection of the insurance carrier to provide the coverages herein is the exclusive right of the City.

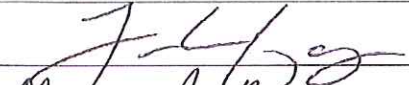
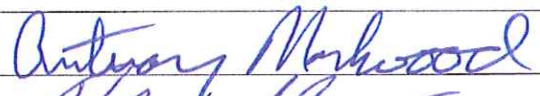
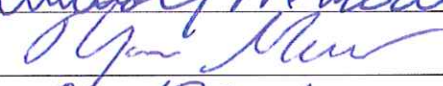


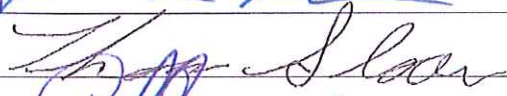
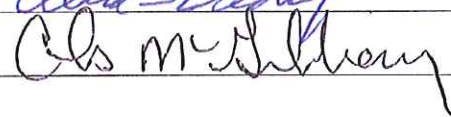

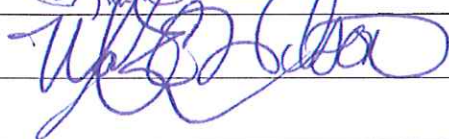
(l) Monthly contributions will be made by payroll deduction on a pre-tax basis. Spouses who are both employed by the City of Toledo will only pay one (1) premium payment based on the level of coverage selected.

(m) Upon mutual agreement of the parties to this Agreement, the parties agree to negotiate the terms of this Section 2121.103, Hospitalization-Prescriptive Drug-Dental Insurance as part of a multi-unit negotiation with all other participating bargaining units (AFSCME Local 7 Main Unit & Comm-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

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CITY PROPOSAL PACKAGE  
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parties to this Agreement are unable to mutually agree on revisions, the existing language of Section 2121.103, Hospitalization-Prescriptive Drug-Dental Insurance shall remain in effect for the term of this Agreement.

TEAMSTERS Local 20	CITY OF TOLEDO
	
Megan J Bush	
	
	
	
	

TA 4/23/19 AJM

CITY PROPOSAL  
March 22, 2019

**2121.106 Vacation**

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

**AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31**

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

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

(c) An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule their vacation in the year in which it should have been taken, they may request that such unused vacation be carried over to the following year. Such request must be submitted to the Department of Human Resources prior to 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. Where an agreement cannot be reached, the dispute will be submitted to expedited arbitration using American Arbitration Association (AAA) expedited arbitration.

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

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

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

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CITY PROPOSAL  
March 22, 2019

terminated and then returns to the City, such an employee shall be entitled to count the prior service for determining eligibility for vacation. **However, if the employee's separation was the result of retirement under the provisions of any retirement plan offered by the state, then the employee shall be ineligible for prior service when determining eligibility for vacation.**

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

TEAMSTERS Local 20	CITY OF TOLEDO
<i>Megan J. Bush</i>	<i>Anthony Markwood</i>
<i>J. G. [Signature]</i>	<i>Patricia Rye Bannister 4/23/19</i>
<i>[Signature]</i>	<i>Albano Badini 4/23/19</i>
<i>[Signature]</i>	<i>Elson S. [Signature] 4/23/19</i>
<i>[Signature]</i>	
<i>[Signature]</i>	

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CITY PROPOSAL PACKAGE  
JULY 31, 2019

**2121.108 Funeral Pay**

(a) A regular full time employee shall be granted three (3) days funeral pay to arrange for and/or attend the funeral or memorial service, 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, certified domestic partner as certified by the City of Toledo Department of Human Resources, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchild, grandmother, grandfather, grandchild, great-grandparents, great-grandchildren, spouse's grandparent, and any other relative residing in the household of the employee.

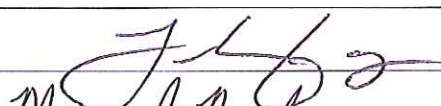
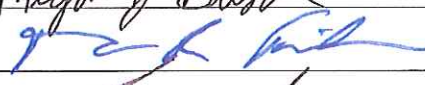
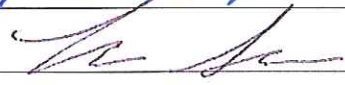
(b) In the event of the death of the employee's father, mother, brother, sister, spouse, certified domestic partner as certified by the City of Toledo Department of Human Resources, or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days.

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

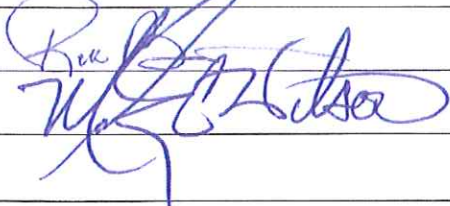
(c) An employee may take one (1) or two (2) days to attend the funeral or memorial service and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within ~~one (1) week~~ three (3) months after the date of burial death. This benefit shall 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 or memorial service of the employee's or employee spouse's foster mother, foster father, aunt, uncle, ~~first cousin~~, niece, nephew, sister-in-law, brother-in-law, if such funeral occurs on a regular work day and if such employee was scheduled to work that day.

(e) Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted the above one (1) day funeral pay, three (3) days funeral pay will be granted upon the furnishing of an affidavit to the Department of Human Resources setting forth the facts as to the special relationship.

TEAMSTERS Local 20	CITY OF TOLEDO
	Anthony Merwood
Meghan J. Bush	Tom Miller
	Alan Bedez
	Chs McSherry

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JULY 31, 2019

2121.113 Base Annual Salaries

**(a) Effective the first full pay period of January 2019 employees will receive a one and one-half percent (1.5%) increase in base wages:**

**(b) Effective the first full pay period of January 2020 employees will receive a two and one-half percent (2.5%) increase in base wages:**

**(c) Effective the first full pay period of January 2021 employees will receive a three percent (3.0%) increase in base wages:**

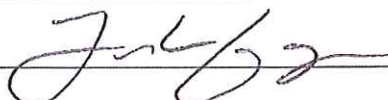
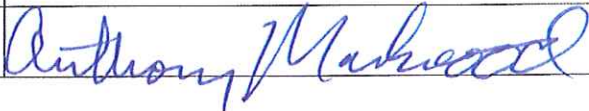
**(d)** Red circled employees shall continue to receive the rate of pay as established in the current Collective Bargaining Agreement (2010-2012 CBA) in effect prior to January 1, 2013, unless superseded by this Agreement **(2019-2021 CBA)**.

**(e)** Promoted employees shall continue to receive the promotional start rates as computed in accordance with this Section. An employee who is promoted or who works above their regular classification will receive the Starting Rate of the class to which the employee has been promoted unless the Starting Rate of the new classification is less than four percent (4%) greater than the rate the employee was earning in his regular classification. If the Starting Rate of the new classification is not at least four percent (4%) greater than the rate the employee was earning in their regular classification, then the employee shall receive the full rate of the new classification. Promoted employees at the Starting Rate will remain at that rate for one year after their appointment to that classification.

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

**(g)** An employee who is promoted or who works above their classification within the Local 20 bargaining unit will receive the promotional starting rate of the class to which the employee has been promoted for the employee's first 2080 hours in that classification unless the promotional starting rate of the new class is less than four percent (4%) greater than the rate the employee was earning in his/her regular classification. If the Promotional Starting Rate of the new classification is not at least four percent (4%) greater than the rate the employee was earning in his regular classification, then the employee shall receive a four percent (4%) increase over his present rate.

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

TEAMSTERS Local 20	CITY OF TOLEDO
	



CITY PROPOSAL PACKAGE  
JULY 31, 2019

Megan f Bus	Ryan Shaw
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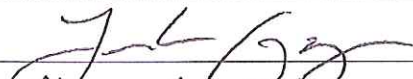
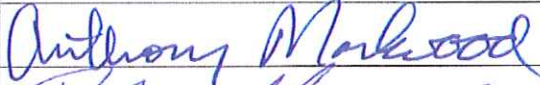

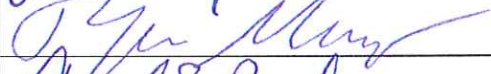



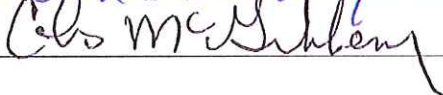

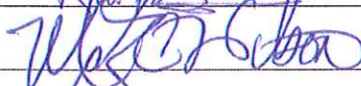
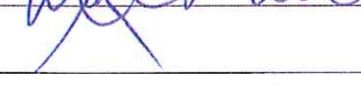
TA 7/31/19 Am

CITY PROPOSAL PACKAGE  
JULY 31, 2019

**2121.117 Meal Allowances**

(a) Whenever an employee works four (4) hours overtime contiguous to the regular shift, or when an employee has been called out for emergency overtime which exceeds four (4) hours, or whenever an employee works on scheduled overtime more than eight (8) hours, meals of a value of at least ~~NINE dollars (\$9.00)~~ **eleven dollars (\$11.00)** or its equivalent shall be provided for employees on the job site at the expense of the City. The food will be procured and transported to the job site by the supervisor, or under the direction of the supervisor.

(b) An additional meal shall be furnished for each additional four (4) hour period the employee works. In the event that the supervisor does not procure a meal, then an employee may procure the meal or meals and shall be reimbursed by the City in an amount not to exceed ~~five dollars (\$5.00)~~ **eleven dollars (\$11.00)** for each meal procured.

TEAMSTERS Local 20	CITY OF TOLEDO
	
	
	
	
	
	
	

**2121.121 Solid Waste Incentive Pay**

Upon ratification of this Agreement, for each utility worker, clerk, intermediate clerk, senior clerk, landfill equipment operator, **heavy equipment mechanic**, and tandem driver in the Landfill Operations of the Solid Waste Division, the City will pay \$8.06 per day for persons currently in these classifications. New hires and transfers from other bargaining units following ratification of this Agreement will not receive this incentive.

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

TEAMSTERS Local 20	CITY OF TOLEDO
<i>J. Lopez</i>	<i>Anthony Madwood</i>
<i>Megan P. Bush</i>	<i>John May</i>
<i>Tom Hill</i>	<i>Albert S. Beckner</i>
<i>[Signature]</i>	<i>Chris M. Silberry</i>
<i>[Signature]</i>	
<i>[Signature]</i>	

**2121.124 Clothes Allowance**

The City of Toledo will furnish two (2) pairs of coveralls per year to Refuse Truck Drivers, and one (1) pair of coveralls per year to employees of the Landfill Section, Division of Solid Waste. At the Division of Water Reclamation the City will provide one pair of "bib" coveralls to those employees that require them. The City will further provide one (1) coat during the term of this Agreement to all Local 20 employees at the Division of Water Reclamation. So long as the fabric is available through the contracted company, the employee will have the option of choosing the fabric (denim, or duck, black, reflective, men, or women).

TEAMSTERS Local 20	CITY OF TOLEDO
<i>John G...</i>	<i>Anthony Markwood</i>
<i>Megan &amp; Bud</i>	<i>John King</i>
<i>John Hill</i>	<i>Alvin 3 Body</i>
<i>John Hill</i>	<i>Chris McSilbery</i>
<i>John Hill</i>	
<i>John Hill</i>	
<i>John Hill</i>	
<i>John Hill</i>	

4/23/19 AM

TENTATIVE AGREEMENT  
April 23, 2019

**2121.135 Termination**

This agreement shall be effective **January 1, 2019**, and shall remain in full force and effect through **December 31, 2021**, and thereafter until terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

TEAMSTERS Local 20	CITY OF TOLEDO
Megan A. Bush	Anthony Markwood
Julius	Patricia Aja Benninger
<del>Edward</del>	Ahmad Baday
<del>John</del>	C. M. Sulberry
Paula	
Mark	
John	

TA 7/31/19 *Am*

CITY PROPOSAL  
JULY 26, 2019

2121.XX Drug and Alcohol Testing/Discipline

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.

- 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. An employee who tests positive with a blood/breath alcohol level (BAC) of 0.02 or greater 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.
- c) Any subsequent 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, will subject the employee to advanced disciplinary action up to and including termination in compliance with Section 2121.27 "Progressive Disciplinary Procedure".
- d) Drugs: An employee who tests positive for drugs under this policy shall have the right to request a confirmation test within seventy-two (72) 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 disciplinary action.
- e) Disciplinary Procedure and Return to Work
  - 1) For First Positive Alcohol/Drug Test

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 2121.24 "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.

7/31/19 *AM*

CITY PROPOSAL  
JULY 26, 2019

As a result of a first positive test, the employee will be subject to advanced disciplinary action in compliance with Section 2121.27 "Progressive 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) 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 advanced disciplinary action. 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.


7/31/19 Adam

CITY PROPOSAL  
JULY 26, 2019

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.

TEAMSTERS Local 20	CITY OF TOLEDO
	Anthony [unclear] 7/31/19
Rick Brown	[unclear]
[unclear]	[unclear]
Heath A. Kayschinger	
[unclear]	
Megan Bush	
[unclear]	