



City of Toledo

One Government Center
Toledo, OH 43604

Formal Agenda City Council

Tuesday, February 17, 2026

4:00 PM

Council Chambers

RESOLUTIONS IN ATTENDANCE:

COUNCIL PRESIDENT WILLIAMS & COUNCILWOMAN McPHERSON PRESENT:

[R-045-26](#) Honoring Ken Hayes, Sr. and the Grand Lodge Food
Pantry.

COUNCILWOMAN McPHERSON & COUNCIL PRESIDENT WILLIAMS PRESENT:

[R-046-26](#) Recognizing Natasha Howard in Celebration of Black
History Month

SECOND READING ITEMS:

[O-034-26](#) Authorizing the Mayor to enter into a lease
agreement with The Toledo Edison Company for
use of a parking lot at Detwiler Park as a
temporary storage lot; and declaring an
emergency.

Legislative History

2/3/26 City Council Suspension

[O-038-26](#) Authorizing the Mayor to enter into contract(s), and to
execute all documents necessary and proper to allow the
marketing of water and sewer line repair plans along
with leak adjustment insurance with HomeServe USA
Corp. to DPU customers; waiving the competitive
bidding provisions of TMC Chapter 187 for said purpose;
and declaring an emergency.

Legislative History

2/3/26	City Council	First Reading
2/3/26	City Council	First Reading

[O-040-26](#)

Authorizing the expenditure of an amount not to exceed \$99,000 from the General Fund and the Utility Administrative Services Fund for the implementation of procurement strategies that improve overall function; authorizing the Mayor to enter into a contract for said purpose; waiving the competitive bidding requirements of Toledo Municipal Code Chapter 187; and declaring an emergency.

Legislative History

2/3/26	City Council	First Reading
2/3/26	City Council	First Reading

COUNCILMAN HOBBS PRESENTS THE FOLLOWING ITEM FROM TOLEDO MUNICIPAL COURT:

[O-047-26](#)

Authorizing the appropriation and expenditure of court computerization fees estimated to be \$400,000 for the cost of procuring and maintaining computer systems for the office of the Clerk of the Municipal Court; declaring an emergency.

NEW ITEMS FROM COUNCIL:

COUNCIL PRESIDENT WILLIAMS AND THE MEMBERS OF THE TOLEDO CITY COUNCIL PRESENT:

[R-048-26](#)

Declaring the Intent of the City of Toledo to Become a “Store It Safe” Community in Partnership with the American Academy of Pediatrics.

Attachments: [SIS Toledo](#)
[1000001335](#)

COUNCILMEMBERS KOMIVES, GADUS & JONES PRESENT:

[R-049-26](#)

Reaffirming the City of Toledo as a Welcoming and Inclusive Community

COUNCILMAN HOBBS PRESENTS THE FOLLOWING ITEM DEPARTMENT OF POLICE OPERATIONS:

[O-050-26](#)

Authorizing the Mayor to accept a grant in the amount of \$158,655.63 from the State of Ohio for police officer training; authorizing the deposit, appropriation and expenditure of said funds; authorizing the Mayor to accept bids and award contracts; and declaring an emergency.

COUNCILWOMAN McPHERSON PRESENTS THE FOLLOWING ITEM FROM THE DEPARTMENT OF HUMAN RESOURCES:

[O-051-26](#)

Amending the Toledo Municipal Code by repealing multiple sections of Chapter 2101 and enacting new sections of Chapter 2101, and repealing outdated chapters of the code; and declaring an emergency.

Attachments: [Exhibit A - Toledo Municipal Code - 2106](#)
[Exhibit B - Toledo Municipal Code 2115](#)

COUNCILMAN MELDEN PRESENTS THE FOLLOWING ITEM FROM THE DEPARTMENT OF INFORMATION & TECHNOLOGY:

[O-052-26](#)

Authorizing the adoption of a Cybersecurity Program in accordance with Ohio Revised Code Section 9.64; and declaring an emergency.

Legislative History

2/10/26

City Council

Enter Executive
Session

The Clerk of Council's Office supports the provisions of the Americans' with Disabilities Act. If you need special accommodations, please call 48 hours prior to meeting time at 419-245-1060 for arrangements.



Legislation Text

File #: R-045-26, Version: 1

RIA Ken Hayes, Sr. & Grand Lodge Food Pantry
Williams & McPherson

Honoring Ken Hayes, Sr. and the Grand Lodge Food Pantry.

WHEREAS, Ken Hayes, Sr. has remained a steadfast presence within the City of Toledo organization since beginning employment in the year 2000; and

WHEREAS, after graduating from Rogers High School and pursuing additional technical and engineering education, Ken rose through the ranks to eventually become a Foreman responsible for managing department special projects and the oversight of our demolition program, along with illegal dumping, blight control, street sweeping, pothole repair and more; and

WHEREAS, from an early age, Ken became rooted in community service helping to serve food at his family's church. His journey led him to work with the Masonic Lodge's community give-back events, and through this partnership he eventually went on to become the director of the Grand Lodge Food Pantry, which has been instrumental in providing food to those in need across Toledo; and

WHEREAS, the Grand Lodge Food Pantry and its dedicated volunteers (the majority of which are City of Toledo employees) has grown its outreach to serving roughly 6,500 to 7,200 people and providing up to 28,000 meals annually; all the while guided by the mission to ensure that no one in our community goes hungry.

NOW, THEREFORE, Be it resolved by the Council of the City of Toledo:

SECTION 1. That Ken Hayes, Sr. is hereby recognized for his dedication to Toledo and its residents, and the Grand Lodge Food Pantry is recognized for its unwavering commitment to making a difference in the Toledo community.

Vote on emergency clause: yeas _____, nays _____.

Adopted _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: R-046-26, Version: 1

RIA Natasha Howard
McPherson, Williams

Recognizing Natasha Howard in Celebration of Black History Month

WHEREAS, Black History Month is a time to recognize, celebrate, and honor the achievements, contributions, resilience, and excellence of African Americans who have shaped our nation, our communities, and our future; and

WHEREAS, Natasha “Flash” Howard, born September 2, 1991, in Toledo, Ohio and a graduate of Waite High School, has been chosen to be celebrated for her achievement as a decorated professional basketball player who has made a lasting impact on the sport nationally and internationally; and

WHEREAS, A proud Florida State University alumna, Natasha became one of the top talents in women’s basketball and had her number retired by FSU in 2025; and

WHEREAS, As the daughter of Anthony “Scoop” Williams and Latasha Howard, Natasha developed a relentless work ethic and passion for the game early in life - traits that propelled her to success on basketball’s biggest stages; and

WHEREAS, Natasha was selected 5th overall in the First Round of the 2014 Women’s National Basketball Association Draft by the Indiana Fever and has built an outstanding professional career spanning over a decade in the WNBA, including playing with the Dallas Wings; and

WHEREAS, Throughout her career, Natasha Howard has achieved extraordinary success, including WNBA Championships with the Minnesota Lynx (2017) and the Seattle Storm (2018 and 2020); and

WHEREAS, Internationally, she has won multiple EuroLeague titles and earned Turkish Championship MVP honors, further cementing her legacy as an elite global competitor; and

WHEREAS, Natasha’s individual honors include WNBA Defensive Player of the Year, Most Improved Player, multiple WNBA All-Star selections, All-Defensive Team honors, and becoming the third player in WNBA franchise history to record a triple-double; and

WHEREAS, Beyond her athletic achievements, Natasha is committed to giving back to the community through coaching and mentorship, serving as an assistant with Amateur Athletic Union King Of The Court, helping develop the next generation of athletes through skill-building, discipline, and leadership; and

WHEREAS, Natasha credits her development to the foundation built through Toledo’s youth sports community, including time spent training at Wilson Park and learning under respected local coaches, including Elmore Sturdivant, Jerrell Coleman Sr., Howard Hicks, Manny May, Coach Sue, Coach Brooke, and Coach Dane; and

WHEREAS, Natasha Howard’s journey reflects excellence, perseverance, community pride, and serves as an inspiration to young people across Toledo and beyond, especially during Black History Month when we honor those whose achievements continue to break barriers and create opportunities for future generations;

NOW, THEREFORE, Be it resolved by the Council of the City of Toledo:

SECTION 1. Hereby proudly recognizes and honors Natasha “Flash” Howard for her outstanding athletic achievements, her international impact on the game of basketball, her dedication to mentorship, and for being an exceptional African American Woman representative of the City of Toledo; and

SECTION 2. During Black History Month, the City of Toledo celebrates Natasha Howard’s legacy as a source of pride, inspiration, and excellence for our community and for generations to come.

Adopted _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-034-26, Version: 1

DPS Authorization of Lease Agreement for Temporary Storage Yard at Detwiler Park
Division of Parks and Recreation
Joe Fausnaugh (x3884)
Revised

Authorizing the Mayor to enter into a lease agreement with The Toledo Edison Company for use of a parking lot at Detwiler Park as a temporary storage lot; and declaring an emergency.

SUMMARY & BACKGROUND:

The City of Toledo, Division of Parks and Recreation requests authorization to enter into a lease agreement with The Toledo Edison Company for use of the former Detwiler Park pool parking lot as a temporary storage lot. The parking lot has not been actively used for park operations since the pool closed. The Toledo Edison Company is doing a large infrastructure project nearby and needs a lay down area for construction materials. The initial lease term is one year with the ability to extend month to month thereafter. Toledo Edison has agreed to pay the city \$500 per month for the use of the lot.

NOW, THEREFORE, Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to enter into a lease agreement with The Toledo Edison Company for use of a parking lot at Detwiler Park as a temporary storage yard, upon terms and conditions acceptable to the Director of Law and the Director of Public Services.

SECTION 2. That said lease agreement shall be for an initial term of one year with the option for month-to-month extensions thereafter, and shall contain those terms and conditions, and stipulations deemed requisite by the Mayor, Director of Public Services, and the Director of Law.

SECTION 3. That this Council finds and determines it is in the best interest of the city to waive the 30-day notice provision of Toledo Municipal Code Chapter 187 for the reason that The Toledo Edison Company needs immediate use of the parking lot due to their construction contract timeline.

SECTION 4. That the Finance Department is authorized to accept and deposit the lease fees into the Parkland Replacement Fund, Account Code 2006-40100-7745001STDSTD.

SECTION 6. That this Ordinance, being an emergency measure, shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that the Ordinance is necessary for the immediate preservation of the public peace, health, safety, and property and for the further reason that this Ordinance must be immediately effective to allow The Toledo Edison Company to meet their construction timeline.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-038-26, Version: 1

DPU012026WATERSEWERSERVICELINEANDLEAKLOSS

Utilities Administration
Cindy Geronimo (x2363)
Revised

Authorizing the Mayor to enter into contract(s), and to execute all documents necessary and proper to allow the marketing of water and sewer line repair plans along with leak adjustment insurance with HomeServe USA Corp. to DPU customers; waiving the competitive bidding provisions of TMC Chapter 187 for said purpose; and declaring an emergency.

SUMMARY & BACKGROUND:

The City of Toledo Department of Public Utilities proposes to contract with HomeServe USA Corp. (vendor) to provide water and sewer line repair plans along with leak adjustment insurance to customers. This contract will be at no cost to the City.

The contract will allow the vendor to market these products to the customers of the Department of Public Utilities. Customers may voluntarily elect to enroll in these offerings. These products help protect the customers from unexpected costs, up to the agreed amount of coverage. All administrative and marketing tasks will be handled by the vendor. In addition, the vendor will establish a program to assist customers at the City's discretion.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to enter into a three-year contract with three one-year renewal options with HomeServe USA and its subsidiaries, HomeServe Insurance Agency Corp. and Utility Service Partners Private Label, Inc. (doing business as Service Line Warranties of America) and to execute all documents necessary and proper to allow the marketing of water and sewer line repair plans along with leak adjustment insurance to customers served by the City of Toledo Department of Public Utilities, upon such terms and conditions that are acceptable to the Director of Public Utilities and the Director of Law.

SECTION 2. That this Council finds and determines it is in the best interest for the City to waive all competitive bidding provisions of TMC Chapter 187 in order to allow HomeServe to offer these plans and insurance. HomeServe is the only company offering both water and sewer line repair plans and leak loss adjustment insurance in Ohio.

SECTION 3. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety, and property, and for the further reason that the Ordinance must be immediately effective in order to permit customers to elect these offerings as soon as possible.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-040-26, Version: 1

Procure-to-Pay Consulting
Department of Finance
Melanie Campbell (x1252)/Natalie Bronaugh (x2696)
Revised

Authorizing the expenditure of an amount not to exceed \$99,000 from the General Fund and the Utility Administrative Services Fund for the implementation of procurement strategies that improve overall function; authorizing the Mayor to enter into a contract for said purpose; waiving the competitive bidding requirements of Toledo Municipal Code Chapter 187; and declaring an emergency.

SUMMARY & BACKGROUND:

This Ordinance authorizes the expenditure of funds for the implementation of research-based procurement strategies, and to continue analyzing best practices surrounding the City's existing procurement and payables processes and policies.

The initial assessment was conducted by the consulting firm, Rehmann Robson, LLC, in which observations and recommendations were made to improve processes. The Finance Department has identified five recommendations for implementation in Q1 of 2026. The next phase of the procure-to-pay implementation is to focus on the strategic elements of procurement to improve overall function.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the expenditure of an amount not to exceed \$99,000 is authorized from the General Fund Account Code 1001-14100-122001STDSTD and the Utility Administrative Services Fund 6078-31000-4000524STDSTD for the implementation of procurement strategies that will improve the overall function.

SECTION 2. That the Mayor is authorized to enter into an agreement for the purpose authorized in Section 1, upon such terms and conditions as are deemed requisite and proper by the Director of Finance and the Director of Law.

SECTION 3. That this Council finds and determines it is in the best interest of the City to waive the bidding requirements of TMC Chapter 187 for the reason that Government Finance Officers Association (GFOA) specializes in identifying best practices around policies and procedures that contribute to improved government management.

SECTION 4. That the Finance Director is authorized to draw warrant or warrants against the above Account Code in an amount not to exceed \$99,000 in payment of the above authorized obligations upon

presentation of the proper voucher or vouchers.

SECTION 5. That this Ordinance is declared to be an emergency measure and shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that this ordinance is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that this ordinance must be immediately effective in order to timely implement strategies to improve the overall function of procurement.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-047-26, Version: 1

Clerk of Municipal Court Computerization Fees DRAFT
Clerk of Toledo Municipal Court
Alex Huguelet (x1011)

Authorizing the appropriation and expenditure of court computerization fees estimated to be \$400,000 for the cost of procuring and maintaining computer systems for the office of the Clerk of the Municipal Court; declaring an emergency.

SUMMARY & BACKGROUND:

This Ordinance authorizes the appropriation of clerk of municipal court computerization fees, estimated to be \$400,000, for the cost of procuring and maintaining computer systems for the office of the clerk of the municipal court. Clerk of Court computerization fees are authorized pursuant to ORC Section 1901.261.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the appropriation of court computerization fees estimated to be \$400,000 is authorized from the Court Computerization Trust Fund to Account Code 2090-10900-3T02913STDSTD and the expenditure of same is authorized for the cost of procuring and maintaining computer systems for the office of the clerk of the municipal court.

SECTION 2. That the Director of Finance is authorized to draw a warrant or warrants against the Account Code identified above in payment of the above authorized obligations upon presentation of proper vouchers in an amount not to exceed \$400,000.

SECTION 3. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that this ordinance must be immediately effective in order to timely procure and maintain computer systems for the office of the Clerk of the Municipal Court.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: R-048-26, Version: 1

Council

Store It Safe Community
All Members of Council

Declaring the Intent of the City of Toledo to Become a “Store It Safe” Community in Partnership with the American Academy of Pediatrics.

SUMMARY & BACKGROUND

WHEREAS, unintentional firearm injuries and deaths are a leading cause of injury and mortality among children and adolescents in the United States; and

WHEREAS, research demonstrates that safe firearm storage significantly reduces the risk of unintentional injury, suicide, and firearm-related harm to children and teens; and

WHEREAS, the American Academy of Pediatrics (AAP), a nationally recognized organization dedicated to the health, safety, and well-being of children, has established the Store It Safe (SIS) initiative to support communities in promoting safe firearm storage through education, partnerships, and voluntary public health strategies; and

WHEREAS, the Store It Safe community designation reflects a collaborative, non-punitive, and education-based approach to injury prevention that respects lawful firearm ownership while prioritizing child safety; and

WHEREAS, becoming a Store It Safe community aligns with the City’s broader goals related to violence prevention, child welfare, and public safety, and supports local health care providers, educators, and community organizations in their efforts to protect children.

NOW THEREFORE, Be it resolved by the Council of the City of Toledo:

SECTION 1. That Toledo City Council hereby declares the intent to become a Store It Safe community in partnership with the American Academy of Pediatrics (AAP).

SECTION 2. That the City of Toledo affirms its support for educational efforts to promote safe firearm storage practices, particularly in households with children and adolescents.

SECTION 3. That the City of Toledo encourages collaboration among local healthcare providers, public health agencies, schools, community organizations, and other stakeholders to advance the goals of Store It Safe.

SECTION 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Vote on emergency clause: yeas _____, nays _____.

Adopted _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Ohio AAP's Store It Safe (SIS) Coalition

Advocacy



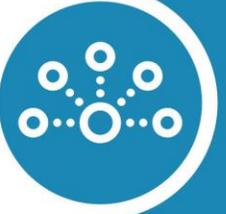
Education



Leadership



Engagement



Outcomes



The Ohio AAP

- Ohio AAP is the largest organization of pediatric providers in Ohio, focusing on education, advocacy, and programming for pediatricians, with the ultimate goal of improving child health.
- Over 3,500 members
- Provides education and quality improvement to physicians to ensure they are in good standing with the American Board of Pediatrics.
- Program topics include healthy weight and nutrition, maternal and child health, lethal means safety, and immunizations.

Ohio Chapter

INCORPORATED IN OHIO

American Academy of Pediatrics

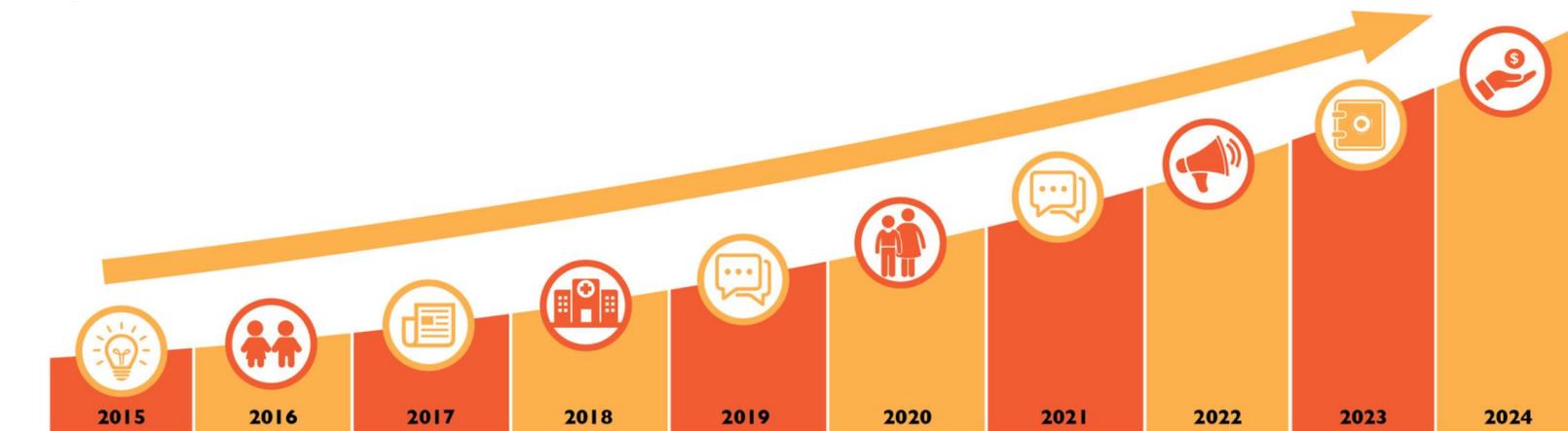
DEDICATED TO THE HEALTH OF ALL CHILDREN®





Store It Safe (SIS)

- Began in 2015 when Ohio AAP leadership wanted to find a way to decrease both unintentional and intentional firearm injury and death in youth.
- Unique because SIS brought together organizations with differing viewpoints to develop unified, nonpartisan messaging, resources and approaches including, a close partnership with Buckeye Firearms Association.





Store It Safe Through the Years

Phase 1 – 2015

- Address unintentional firearm injuries in young children
- How to have productive conversations
- Pilot materials

Phase 2 – 2019

- Begin QI work – young child pilot
- Discuss safe storage at all age 2-5 well care visits
- Distribute educational materials and firearm lock boxes

Phase 3 – 2021

- Expand QI work to adolescent population
- Suicide prevention
- Screening, primary care interventions
- Referrals & resources

Phase 4 – 2024

- Expand partnerships & reach
- Continue suicide prevention QI work/focused populations
- SIS Community Designation
- State-wide branding campaign

Why do we need Store It Safe (SIS)?

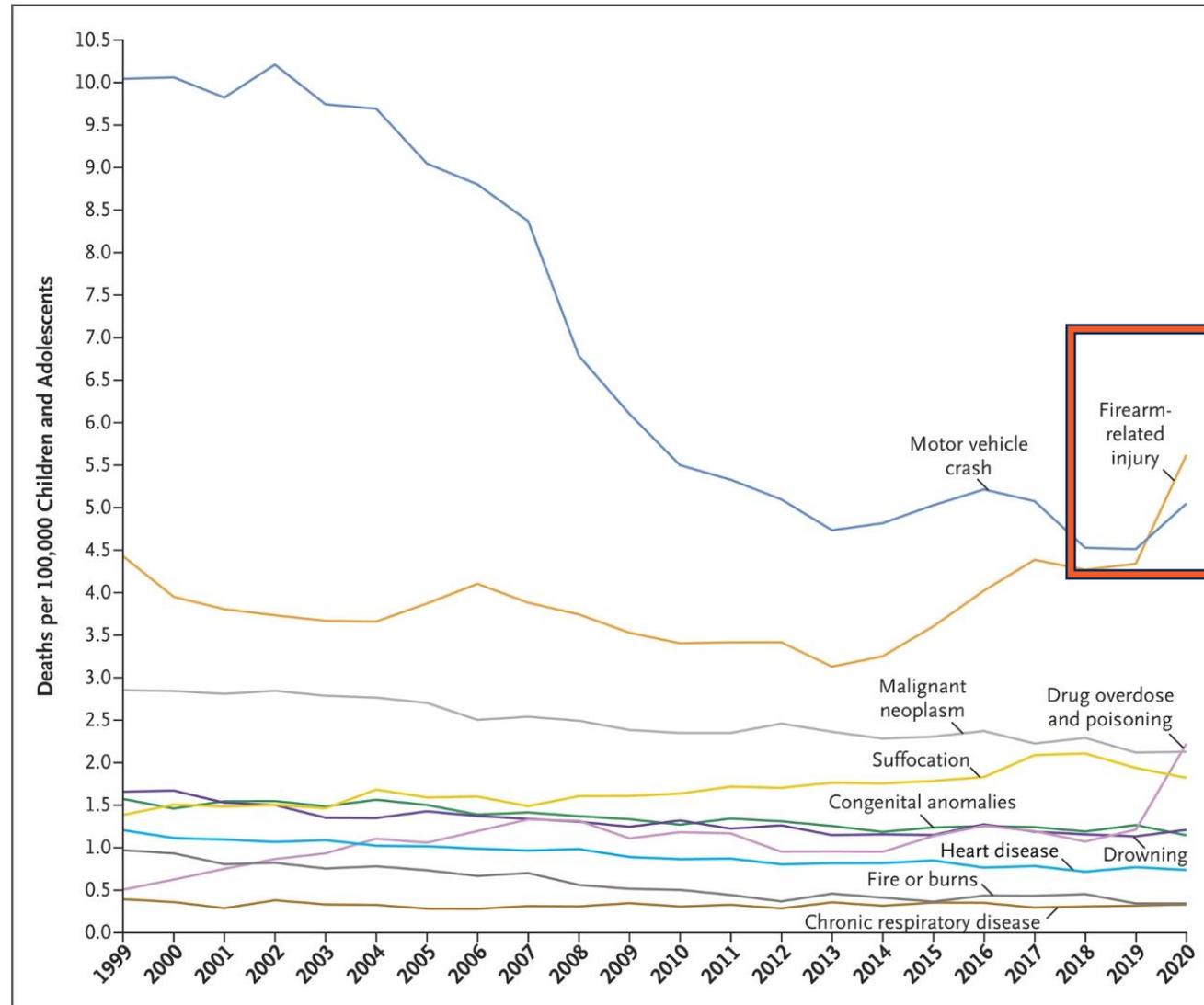
Firearms Leading Cause of Death in Children and Teens



Current Causes of Death in Children and Adolescents in the United States | NEJM

Figure 1. Figure 1. Leading Causes of Death among Children and Adolescents in the United States, 1999 through 2020. In addition, drug overdose and poisoning increased by 83.6% from 2019 to 2020 ...

www.nejm.org



9-year-old boy injured in accidental shooting

by WSYX Staff | Sunday, February 20th 2022



Three-year-old boy killed after accidental shooting



Youth Gun Suicide Is Rising, Particularly Among Children of Color

An American teenager took their life with a firearm every seven hours on average between 2019 and 2020.

By Jennifer Mascia and Olga Pierce • Feb 24, 2022



CBS NEWS

NEWS

SHOWS

LIVE

LOCAL



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"Alarming" spike in deadly unintentional shootings by kids as gun sales soar during lockdowns

Accidental shooting claims life of two-year-old child

By WRCB Staff Oct 25, 2021 Updated Dec 1, 2021



NEXT UP

Youth Suicides More Prevalent in States with Higher Gun Ownership.



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Ohio and Lucas County



- Ohio:

- Guns are the leading cause of death among children and teens in Ohio with an average of 177 dying by guns every year.

- Lucas County:

- Unintentional Child/Youth Shootings:
 - 2024= 1, 2023= 7
- Overall Deaths:
- 2024 - **11** children in Lucas County had deaths involving guns.
 - 1 of these deaths was unintentional and involved children playing with a gun that was found in another room in the house

Summary of SIS Successes

- Media campaign with Akron Children's Hospital →
- Provided over 5,000 lock boxes
- Trained over 300 providers in SIS tenents
- Approximately 130,000 Ohioans have been reached by the Store It Safe Program
- ~14,000 adolescents have been screened for depression and suicidality during healthcare visits
- SIS Designated Communities – **Beachwood, Cleveland, Cincinnati, Village of Delta, Lima, Springboro, Washington Twp (Wood Co), Marysville, Solon,**



Resources For Parents/Caregivers

Ohio Chapter

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American Academy of Pediatrics

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[S.I.S.]
Store It Safe

Suicide Prevention
Family Discussion Guide

Ohio Chapter
INCORPORATED IN OHIO

American Academy of Pediatrics
DEDICATED TO THE HEALTH OF ALL CHILDREN®

- SUICIDE FACTS
- EMOTIONAL TRIGGERS
- RISKS
- BARRIERS
- SUICIDE WARNING SIGNS
- TALKING TO YOUR CHILD
- RESOURCES

Resources For Parents/Caregivers

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[S.I.S.]
Store It Safe

Managing your Child's Mental Health Crisis

A program of the Ohio Chapter, American Academy of Pediatrics

Keep this information with you at all times – such as a picture in your phone – to help manage mental health crisis moments with teens.

4 STEPS FOR TIMES OF CRISIS

- 1. Recognize when your child is having a mental health crisis**
(displaying changes in mood/behavior that leaves you fearing for their safety)
- 2. Provide a Safe Environment at All Times**
 - No access to lethal means
 - During the crisis, remove all lethal means from the home
- 3. Follow the Safety Plan**
 - Enact the safety and communication plan
 - Give youth a safe chance to use coping mechanisms
 - Try the 5 Senses Grounding Technique. Find (or think of) and say out loud:
 - 5 things you can **SEE**
 - 4 things you can **FEEL**
 - 3 things you can **HEAR**
 - 2 things you can **SMELL**
 - 1 thing you can **TASTE**
 - Finish with a deep breath and exhale
- 4. Call for Help**
 - If crisis continues, get help from professionals
 - If you fear for immediate safety, CALL 911
 - Call a counselor or healthcare provider
 - Text 4HOPE to 741741 for support
 - Call or text the confidential Suicide and Crisis Lifeline at 988

CHECK OUT OUR FAMILY DISCUSSION GUIDE

[S.I.S.]
Store It Safe

Ohio Chapter
INCORPORATED IN OHIO
American Academy of Pediatrics
DEDICATED TO THE HEALTH OF ALL CHILDREN®

GET PREPARED FOR A MENTAL HEALTH CRISIS

- 1. Restrict Access – Store It Safe**

Whether your child has mental health concerns or not, youth should not have unsupervised access to any lethal means, including: firearms, medications (prescription and over-the-counter), drugs and alcohol. Keep these items locked away and ensure youth **DO NOT** know the location of the keys.
- 2. Make a Safety Plan with Your Child When Things are Calm**
 - Name 3 people your child feels comfortable reaching out to in a crisis – for example: a teacher, friend, or family member
 - Ask your child how they feel supported – be creative and plan for different situations
 - Have agreed upon coping strategies available – scan QR code below for links to ideas
 - Practice healthy skills to train the brain before times of crisis
- 3. Understand Crisis Will Happen**
 - Remember – the first hour of a crisis is the most overwhelming
 - The safety plan helps the child get through the initial crisis safely
 - Once the situation has been de-escalated, appropriate care can be sought

LIFE SIDE OHIO
BY FEELING YOUR MENTAL SIDE

OHIO'S VOICE FOR YOUTH PREVENTION
OSPF
OHIO STATE UNIVERSITY

Scan this QR code to find more resources on our website
www.ohioaap.org/storeitsafe

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Resources For Providers

Ohio Chapter

INCORPORATED IN OHIO

American Academy of Pediatrics

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Anticipatory Guidance for 12 – 21 Year Olds

SIS: A three-step process for preventing youth suicide

S

SCREEN
for 1) suicide and 2) depression at **EVERY youth preventative visit** using a recommended screening tool

I

INTERVENE
with **ALL** families to discuss suicide risk and safe storage of lethal means

S

SEEK TREATMENT
when there is a life threatening concern, using appropriate referrals and resources



Almost 50%
of US homes have a firearm

50% of teens
made a suicide attempt within 20 minutes of deciding to end their life

SCREEN - Identifying youth at risk saves lives
Screen for 1) suicide and 2) depression at EVERY youth preventative visit using a recommended screening tool

- Include suicide prevention information in your anticipatory guidance
- Recommended screening tools:
 - 1) Ask Suicide-Screening Questions (ASQ) Toolkit is a free resource to help identify youth at risk for suicide
 - 2) Patient Health Questionnaire (PHQ-8, PHQ-9, or PHQ-A) is a free resource to screen, monitor, and measure depression severity

Have an openminded discussion with ALL families about lethal means in the home

- Instead of asking "Are lethal means, including firearms, medications (prescription and over-the-counter), drugs and alcohol secure?" ask "If there are lethal means in your home, like firearms, medications (prescription and over-the-counter), drugs and alcohol are they kept locked and away from youth?"

INTERVENE - Counsel families to:

Restrict Access - Store It Safe!

- Keep all lethal means stored locked away with no access for youth – this includes, firearms, medications (prescription and over-the-counter), drugs and alcohol
- Ensure lethal means and keys to the storage device are stored separately in a location unknown to the youth

Make a Safety Plan

- Name 3 people to reach out to in a crisis – for example, a teacher, friend, or family member
- Increase adult supervision, such as screen monitoring
- Ask how they feel supported – be creative and plan for different situations
- Have agreed upon coping strategies available – see www.ohioaap.org/storeitsafe for additional resources
- Practice healthy skills to train the brain before times of crisis

Be Prepared for a Crisis to Happen

- Remember – the first hour of a crisis is the most overwhelming
- Initial de-escalation of problems is essential so a crisis may pass
- Once the situation has been de-escalated, appropriate care can be sought

SEEK TREATMENT

If there are acute life-threatening concerns, send youth to the ER or call 911

- Review with families when it is a true emergency and how to seek help when needed

If mild or no immediate lethality concerns, enact the safety and communication plan

- Give youth a safe chance to use coping mechanisms
- If crisis continues, be ready to ask for help from professionals - call a counselor or healthcare provider

Provide resources and referrals for families who need help

- Connect with community partners and local resources for suicide prevention
- If you have further questions, refer families to resources:
 - Crisis Text Line - Text 4HOPE to 741741
 - Suicide Prevention Resource Center - www.sprc.org
 - Suicide Prevention Lifeline - www.suicidepreventionlifeline.org
 - Suicide and Crisis Lifeline - Call or Text 988

Firearms
are the leading cause of death by suicide

Barriers to lethal means are effective in reducing suicides



Anticipatory Guidance for 12 – 21 Year Olds

Sample: SIS Flow Chart

↓ Patient age 12-21 arrives for youth preventative visit (well visit or sports physical)

Screen patient for depression using a recommended screening tool (i.e. PHQ-8, PHQ-9, or PHQ-A)

Screen patient for suicidality using a recommended screening tool (i.e. ASQ)

- Discuss suicide risk
- Discuss safe storage of lethal means
- Provide SIS resources at ALL age 12-21 preventative visits
- Offer safety box or safety lock to ALL families

Risk of Depression

+Mild and no acute lethality concerns	+Moderate/severe and no acute lethality concerns
<ul style="list-style-type: none"> Use system resources to educate youth and family and refer to resources Focus on strengths 	<ul style="list-style-type: none"> Use system resources to develop treatment plan, which may include: <ul style="list-style-type: none"> Referral to MH specialist Consider starting medication Crisis/safety planning
Follow-up, as needed	<ul style="list-style-type: none"> Phone check at 1-2 weeks PCP visit within 8 weeks

PHQ-9 Depression Severity Guide

0-4: None
5-9: At Risk/Mild
10-14: Moderate
15-19: Moderately Severe
20-27: Severe

Ohio AAP Resources

- Family Discussion Guide
- Crisis Rack Card Parent
- Teen Rack Card
- Social Media Toolkit

Risk of Death by Suicide

If using ASQ

"Yes" to any Q1-4 "No" to Q5	"Yes" to Q5
<ul style="list-style-type: none"> Evaluate further for safety Develop follow-up plan Refer for MH Services 	<ul style="list-style-type: none"> 1:1 supervision of patient Supervised transport to ER for evaluation

↓ Provide phone or in-person follow-up

Sample Safety Plan



ASQ Toolkit



Questions?

- Resources from Ohio AAP for families can be found at: www.ohioaap.org/storeitsafe
- The Ohio AAP is one partner, but suicide prevention will be more effective if physicians, communities, organizations, schools, and families work together; find a local suicide prevention coalition at: www.ohiospf.org/coalitions

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LIFE SIDE OHIO
LIFE IS THE BEST SIDE

OHIO'S MODEL FOR SUICIDE PREVENTION
OSPF
OHIO SUICIDE PREVENTION FOUNDATION

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Youth Resource

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You Are Not Alone

Confidential Suicide and Crisis Lifeline
Call or Text 988
Crisis Text Line
Text 4HOPE to 741741

Save these numbers in your phone

What do you need to know about suicide to keep you and your friends safe?

- No matter who you are or where you're from, you are never alone
- Keep dangers that can be used to harm someone locked up
- Sometimes people think about suicide when they are feeling sad, lonely, or hopeless
- When you are feeling sad, hopeless, or alone, it is ok to talk to people about how you are feeling
- Sharing your feelings with someone you trust is brave
- Always treat a gun as if it is loaded
- Only take medications as directed

If a friend is thinking of suicide:

- A** **ACKNOWLEDGE:** Talk to them. Talking about suicide does not cause it, so don't be afraid to ask
- C** **Care:** Let your friend know how much you care about them
- T** **TELL:** If a friend is thinking of harming themselves, tell a trusted adult

Questions?
Resources for families can be found at www.ohioaap.org/storeitsafe

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Is my friend thinking about suicide? These are potential warning signs:

- Not acting like themselves
- Talking or writing about suicide
- Withdrawing from friends/activities
- Reckless behavior
- Increased use of alcohol or drugs
- Giving away belongings for no logical reason
- Stop taking care of themselves

Life can be stressful, here are some things that can decrease stress:

WAYS TO TAKE A BREAK

- Take a Nap
- Call a friend
- Walk Outside
- Listen to Music
- Pray or meditate
- Forgive Someone
- make some ART
- get ACTIVE
- Read a book
- take a SOCIAL MEDIA break
- WRITE in a journal

<http://www.fullcupthirstyspirit.com/posters.php>
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LIFE SIDE OHIO
BY YOUR SIDE. BUILT FOR LIFE.

OHIO STATE PUBLIC HEALTH
OSPF
OHIO STATE UNIVERSITY

Resources For Firearm Owners

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Reversing the Trend of Irreversible Actions

The Ohio AAP, Life Side Ohio, and The Ohio Suicide Prevention Foundation understand that more than **50% of homes in Ohio and the United States have a firearm**. Similar to safety around pools and motor vehicles, we want to make sure that children and teens living in or visiting a home with a firearm are safe.



Important Facts and Safety Considerations:

- **EVERY youth is at risk for accidental or intentional injury from a firearm** – even if they are experienced and comfortable with firearms.
- Youth should only have **supervised access** to firearms.
- The adolescent brain is still developing, which can lead to **emotional situations that override their still-developing impulse control**.
- Knowing risks for injury and **using a barrier can help keep youth safe**.
- Youth can engage in risky behaviors and **react to seemingly small stressors**.
- Even with no history of depression, **youth sometimes make impulsive decisions with deadly results**.

EDUCATION ALONE IS NOT ENOUGH.

Barriers should be put in place – and can mean the difference between life and death.

90%

90% OF SUICIDE ATTEMPTS that involve a firearm result in death.



2/3 OF ALL FIREARM DEATHS are due to suicide.



Unsupervised youth firearm access **TRIPLES THE RISK** of death by suicide.



50% OF SURVIVORS made an attempt within 20 minutes of their decision. Delaying access to firearms is critical to saving lives!



2 IN 10 STUDENTS (20%) seriously considered attempting suicide and almost 1 in 10 (9%) students attempted suicide.



16% OF HIGH SCHOOL STUDENTS made a suicide plan within the past year.

Keep in Mind...



Firearm safety knowledge and experience **MATTERS LITTLE DURING TIMES OF MENTAL HEALTH CRISIS.**



Children with **NO HISTORY OF MENTAL ILLNESS CAN AND DO ATTEMPT SUICIDE** after an upsetting life event.



Safe storage barriers are **CRITICAL TO SAVING A LIFE** in these instances.



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Safe Storage Options for Firearm Owners

Firearm retailers can help you decide which option best fits your needs. Always remember that keys to safety devices should be stored separately and children and teens should not know the location of keys or safety device combinations.

STORAGE DEVICE	PRICE RANGE	TYPICAL COST	HIGHLIGHTS
Cable Lock 	\$5 – \$45	Under \$10	<ul style="list-style-type: none"> • Affordable, accessible • Firearms must be unloaded to use • Can be cut with wire or bolt cutters
Lock Box 	\$25 – \$300	Under \$100	<ul style="list-style-type: none"> • Compact, smaller than a safe
Firearm Safe 	\$200 – \$2500	Under \$500	<ul style="list-style-type: none"> • Most secure option for multiple guns, especially long guns • Not discrete • Expensive

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CHECK OUT OUR FAMILY DISCUSSION GUIDE



LIFE SIDE OHIO



Posters (8 X 10)

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STORE IT SAFE.



PROTECT YOUR INVESTMENT...

An average of 200,000 guns are stolen per year.

DO YOU HAVE CHILDREN IN THE HOUSE?

82% of youth who died by suicide used
a firearm from their home.

Scan the QR code to find more resources on our website
www.ohioaap.org/storeitsafe



Scan me



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Expanded SIS Partnerships



- SIS Coalition is a member of the *Statewide Prevention Coalition Association*
- Began an SIS Education Professionals Workgroup
- Continued collaboration with firearm retailers/experts – posters & resource input
- Regional spread – Store It Safe QI expanded into Indiana

Store It Safe (SIS)



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In response to the growing rates of unintentional firearm injuries among children, Ohio AAP launched the **Store It Safe (SIS)** program. This initiative united diverse stakeholders to create nonpartisan messaging, resources, and strategies to reduce firearm injuries and deaths in children. It later expanded to address youth suicide.

Since 2015, SIS has taken a multi-pronged approach to reverse preventable tragedies by:

- Providing education and resources to prevent intentional and unintentional deaths in children and adolescents
- Improving depression and suicidality screening
- Increasing discussions around safe storage

SCAN HERE for additional resources!



<https://ohioaap.org/storeitsafe>



What does the “IT” in SIS represent?

“IT” includes firearms, adult-use cannabis, medical marijuana, over-the-counter medications, or other devices, edibles, or medications that can be used to purposely or unintentionally cause serious bodily harm or death.

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Thank you!

Advocacy



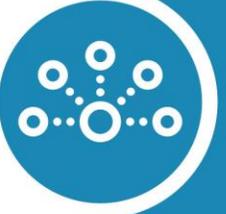
Education



Leadership



Engagement



Outcomes





Legislation Text

File #: R-049-26, Version: 1

Welcoming Community
Komives, Gadus & Jones

Reaffirming the City of Toledo as a Welcoming and Inclusive Community

WHEREAS, the City of Toledo has long been a point of convergence for people of diverse cultures, backgrounds, and traditions, contributing to the city's social, cultural, and economic vitality; and

WHEREAS, immigrant residents, regardless of citizenship status, play a critical role in strengthening Toledo's economy by creating businesses, filling essential jobs, and contributing to the local workforce and tax base; and

WHEREAS, credible data and local experience do not support the existence of an immigrant-driven crime problem in Toledo, and public safety efforts are most effective when rooted in trust, cooperation, and community; and

WHEREAS, City Council recognizes reports from Toledo residents and service providers indicating that fear of immigration enforcement has discouraged individuals from reporting crimes, seeking emergency assistance, or engaging with City institutions; and

WHEREAS, fostering an environment that values inclusion and cultural exchange enhances civic participation, economic growth, and overall quality of life for all Toledo residents; and

WHEREAS, the City of Toledo aspires to honor and incorporate the culture, heritage, and lived experiences of all who call Toledo home, regardless of citizenship or immigration status; and

WHEREAS, The City of Toledo hereby reaffirms its commitment to the Farm Labor Organizing Committee (FLOC) Code of Conduct and incorporates its principles into City policy; and

WHEREAS, The City of Toledo shall maintain ongoing dialogue with community organizations serving impacted populations to support and develop welcoming policy and its effects on public trust and safety.

NOW, THEREFORE, Be it resolved by the Council of the City of Toledo:

SECTION 1. That the Toledo City Council affirms Toledo's commitment to remaining a welcoming, inclusive city where all residents are treated with dignity and respect; and

SECTION 2. That the City supports policies and practices that promote community trust, economic opportunity, and cultural inclusion, and opposes actions that undermine the safety, stability, or contributions of immigrant communities.

Adopted _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of a Resolution adopted by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-050-26, Version: 1

OPOTC GRANT 2025 Q4 \$158,655.63

Toledo Police Department
Lt. Brianne Holmes (x3203)
Revised

Authorizing the Mayor to accept a grant in the amount of \$158,655.63 from the State of Ohio for police officer training; authorizing the deposit, appropriation and expenditure of said funds; authorizing the Mayor to accept bids and award contracts; and declaring an emergency.

SUMMARY & BACKGROUND:

The State of Ohio enacted a mandatory continuing professional training program for Ohio Peace Officers regulated and maintained by the Ohio Peace Officer Training Commission. Funds have been made available to local law enforcement agencies for the purpose of reimbursing cities for training provided in 2025 Q4. These funds must be kept separate from any other funds and shall only be used to pay for the costs associated with developing, delivering or attending training for police officers.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to accept and deposit a 2025 Q4 Ohio Peace Officer Training Commission grant from the State of Ohio in the amount of \$158,655.63 into the Operation Grants Fund Account Code 2016-52000-3G10014STDSTD.

SECTION 2. That the appropriation of \$158,655.63 from the unappropriated grant proceeds of the Operation Grants Fund is authorized to various accounts within Account Code 2016-52000-3G10014STDSTD and the expenditure of same is authorized for developing, delivering or attending training for Toledo Police Officers.

SECTION 3. That the Mayor is authorized to accept bids and award contracts for the purposes authorized in Section 2, upon terms and conditions acceptable to the Director of Police and the Director of Law.

SECTION 4. That the Finance Director is authorized to draw a warrant or warrants against the above-mentioned Account Code in an amount not to exceed \$158,655.63 in payment of the obligations hereinabove authorized by the terms of the grant upon presentation of the proper voucher or vouchers.

SECTION 5. This Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that it is necessary for the immediate preservation of the public peace, health, safety, and property, and to provide continuing professional training to Toledo police officers.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-051-26, Version: 1

Changes to the Toledo Municipal Code regarding non-union employees
HR Dept-Michael Niedzielski (x2182)

Amending the Toledo Municipal Code by repealing multiple sections of Chapter 2101 and enacting new sections of Chapter 2101, and repealing outdated chapters of the code; and declaring an emergency.

SUMMARY & BACKGROUND:

Toledo Municipal Code Chapter 2101 governs the terms and conditions of employment for the City of Toledo’s non-union Classified Exempt and Executive Exempt employees. This ordinance repeals multiple sections of Chapter 2101, and enacts new, amended sections of the repealed sections. These amendments include establishing a new classification of Plant Manager, adding annual stipends for various certifications in building inspection, and revising the annual sick time payout language. This ordinance also repeals Chapters 2106 and 2115, which are out of date and no longer relevant.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That Toledo Municipal Code Section 2101.01 which states as follows:

2101.01 Classifications.

The employees working in classifications listed in this section comprise the Exempt Service and are management level, supervisory and confidential staff of the Mayor's Office, City Council, and all City Departments and Divisions.

Employees working in these classifications are excluded from representation by any bargaining agent.

The management level, supervisory and confidential classifications presently included in the exempt group are as follows:

- (a) Administrative Salary Groups 1 through 15 (A-1 through A-15)

CLASSIFICATION	SALARY GROUP
Administrative Analyst 1	10
Administrative Analyst 2	11
Administrative Analyst 3	12
Administrative Analyst 4	13
Administrative Assistant	9
Administrative Assistant to the Mayor	14

Administrative Services Officer 1	11
Administrative Services Officer 2	14
Administrative Specialist 1	8
Administrative Specialist 2	9
Administrative Specialist 3	10
Administrative Technician 1	6
Administrative Technician 2	8
Administrator-Administrative Services 1	13
Administrator-Administrative Services 2	14
Administrator-Administrative Services 3	15
Administrator-Public Services 1	13
Administrator-Public Services 2	15
Chief, Bargaining and Representation	14
Clerk 3	5
Clerk 4	6
Mayor's Assistant 1	4
Mayor's Assistant 2	7
Mayor's Assistant 3	9
Public Services Officer 1	11
Public Services Officer 2	12
Public Services Officer 3	13
Divisional Assistant 1	4
Divisional Assistant 2	6

(b) Salary Groups E-1 through E-5

CLASSIFICATION SALARY GROUP

Assistant Chief Operating Officer	E-4
Assistant City Auditor	E-1
Assistant Clerk of Council	E-2
Chief of Staff	E-4
Chief Operating Officer/Director of Public Safety	E-4
City Auditor	E-2
City Council Chief of Staff	E-3
Clerk of Council	E-4
Commissioner-Administrative Services	E-2
Commissioner-Engineering	E-3
Commissioner-Public Services	E-2
Deputy Director	E-3
Director-Administrative Services	E-4
Director-Public Services	E-4
Director-Toledo Fire and Rescue Department	E-4
Director - Toledo Police Department	E-4
Director-Toledo-Lucas County Plan Commissions	E-4
Director-Diversity, Equity and Inclusion	E-4
Manager-Administrative Services	E-1
Manager-Legislative Operations	E-1
Manager-Public Services	E-1
Mayor's Executive Assistant	E-4

Public Information Coordinator E-1
(c) Police Deputy Chiefs Group

CLASSIFICATION SALARY GROUP
Police Deputy Chief-Pro Tem 94
(d) Salary Groups L-1 through L-4

CLASSIFICATION SALARY GROUP
Attorney L-1
Chief-Legal Section L-3
Deputy Chief Prosecutor L-2
General Counsel L-4
Senior Attorney L-2

(e) The classifications listed in this chapter are assigned to the salary group shown opposite the classification. Employees in classifications listed herein shall be paid in the salary group to which the classification is assigned in accordance with the annual salary as set forth in Sections 2101.58, 2101.70, and 2101.74 (Base Annual Salaries).

(f) Employees are responsible for obtaining and maintaining any license, certification, or credentials required for his or her classification. An employee shall notify his or her Department supervisor immediately if his or her license, certification, or credentials become invalid, expired, revoked, or suspended. After gaining knowledge, the supervisor shall notify the Department or Division head. If, for any reason, an employee's license, certification, or credentials become invalid, expired, revoked, or suspended, the employee is considered to have lost his or her qualifications for his or her assigned classification and shall be removed from his or her job.

Failure to obtain, or maintain, any required license, certification, or credentials shall result in discipline up to and including termination in accordance with Sections 2101.46 "Suspension Without Hearing - Classified Employees" and 2101.47 "Disciplinary Procedure - Classified Employees." Further, any employee found to have been working in his or her official capacity without the proper license, certification, or credentials shall be charged with the major infraction of "gross misconduct."

If circumstances warrant, the employee may be provided a five (5) workday period to obtain the appropriate license, certification, or credentials. The employee may use vacation time, compensatory time, or unpaid leave time during the five (5) workdays; however, the use of sick time will not be permitted. If the employee is unable to obtain the license, certification, or credentials required for his or her classification after the five (5) workdays, then the employee may be demoted or terminated.

At the sole discretion of management, the employee may be demoted to a position in a lower salary group within the exempt class, so long as a vacancy exists and the employee is qualified to fill the vacancy. The process of filling the vacancy is subject to the receiving Department/Division's final approval. If no vacancy in a lower salary group within the exempt class, for which the employee is qualified exists, then the employee shall be terminated.

is hereby repealed.

SECTION 2. That a new Toledo Municipal Code Section 2101.01 is enacted as follows:

2101.01 Classifications.

The employees working in classifications listed in this section comprise the Exempt Service and are

management level, supervisory and confidential staff of the Mayor's Office, City Council, and all City Departments and Divisions.

Employees working in these classifications are excluded from representation by any bargaining agent.

The management level, supervisory and confidential classifications presently included in the exempt group are as follows:

(a) Administrative Salary Groups 1 through 15 (A-1 through A-15)

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Administrative Analyst 2	11
Administrative Analyst 3	12
Administrative Analyst 4	13
Administrative Assistant	9
Administrative Assistant to the Mayor	14
Administrative Services Officer 1	11
Administrative Services Officer 2	14
Administrative Specialist 1	8
Administrative Specialist 2	9
Administrative Specialist 3	10
Administrative Technician 1	6
Administrative Technician 2	8
Administrator-Administrative Services 1	13
Administrator-Administrative Services 2	14
Administrator-Administrative Services 3	15
Administrator-Public Services 1	13
Administrator-Public Services 2	15
Chief, Bargaining and Representation	14
Clerk 3	5
Clerk 4	6
Mayor's Assistant 1	4
Mayor's Assistant 2	7
Mayor's Assistant 3	9
Public Services Officer 1	11
Public Services Officer 2	12
Public Services Officer 3	13
Divisional Assistant 1	4
Divisional Assistant 2	6

(b) Salary Groups E-1 through E-4

CLASSIFICATION	SALARY GROUP
Assistant Chief Operating Officer	E-4
Assistant City Auditor	E-1
Assistant Clerk of Council	E-2
Chief of Staff	E-4
Chief Operating Officer/Director of Public Safety	E-4

City Auditor	E-3
City Council Chief of Staff	E-3
Clerk of Council	E-4
Commissioner-Administrative Services	E-2
Commissioner-Engineering	E-3
Commissioner-Public Services	E-2
Commissioner-Chief Building Official	E-3
Deputy Director	E-3
Director-Administrative Services	E-4
Director-Public Services	E-4
Director-Toledo Fire and Rescue Department	E-4
Director - Toledo Police Department	E-4
Director-Toledo-Lucas County Plan Commissions	E-4
Manager-Administrative Services	E-1
Manager-Legislative Operations	E-1
Manager-Public Services	E-1
Mayor's Executive Assistant	E-4
Plant Manager	E-2
Public Information Coordinator	E-1

(c) Police Deputy Chiefs Group

CLASSIFICATION	SALARY GROUP
Police Deputy Chief-Pro Tem	94

(d) Salary Groups L-1 through L-4

CLASSIFICATION	SALARY GROUP
Attorney	L-1
Chief-Legal Section	L-3
Deputy Chief Prosecutor	L-2
General Counsel	L-4
Senior Attorney	L-2

(e) The classifications listed in this chapter are assigned to the salary group shown opposite the classification. Employees in classifications listed herein shall be paid in the salary group to which the classification is assigned in accordance with the annual salary as set forth in Sections 2101.58, 2101.70, and 2101.74 (Base Annual Salaries).

(f) Employees are responsible for obtaining and maintaining any license, certification, or credentials required for his or her classification. An employee shall notify his or her Department supervisor immediately if his or her license, certification, or credentials become invalid, expired, revoked, or suspended. After gaining knowledge, the supervisor shall notify the Department or Division head. If, for any reason, an employee's license, certification, or credentials become invalid, expired, revoked, or suspended, the employee is considered to have lost his or her qualifications for his or her assigned classification and shall be removed from his or her job.

Failure to obtain, or maintain, any required license, certification, or credentials shall result in discipline up to and including termination in accordance with Sections 2101.46 "Suspension Without Hearing - Classified

Employees" and 2101.47 "Disciplinary Procedure - Classified Employees." Further, any employee found to have been working in his or her official capacity without the proper license, certification, or credentials shall be charged with the major infraction of "gross misconduct."

If circumstances warrant, the employee may be provided a five (5) workday period to obtain the appropriate license, certification, or credentials. The employee may use vacation time, compensatory time, or unpaid leave time during the five (5) workdays; however, the use of sick time will not be permitted. If the employee is unable to obtain the license, certification, or credentials required for his or her classification after the five (5) workdays, then the employee may be demoted or terminated.

At the sole discretion of management, the employee may be demoted to a position in a lower salary group within the exempt class, so long as a vacancy exists and the employee is qualified to fill the vacancy. The process of filling the vacancy is subject to the receiving Department/Division's final approval. If no vacancy in a lower salary group within the exempt class, for which the employee is qualified exists, then the employee shall be terminated.

SECTION 3. That Toledo Municipal Code Section 2101.36 which states as follows:

2101.36 Vacations.

Effective January 1, 2024, the accumulation of vacation time shall be as follows.

(a) Full-time salaried employees (salary groups E-1 through E-5 and L-1 through L-4) shall be entitled to annual vacation with pay in accordance with the following table:

<i>Length of Service</i>	<i>Accrual Rate per Pay Period</i>	<i>Yearly Accrual</i>	<i>Maximum Accrual Allowance</i>
Less than 19 years	7.7 hours (0.09625 per regular compensated hour)	200 hours/25 days	400 hours/50 days
19 but less than 24 years	9.2 hours (0.115 per regular compensated hour)	240 hours/30 days	480 hours/60 days
24 years or more	10.8 hours (0.135 per regular compensated hour)	280 hours/35 days	560 hours/70 days

(b) Full-time classified and unclassified hourly employees (Administrative Groups 1 through 15) shall be entitled to annual vacation with pay in accordance with the following table:

<i>Length of Service</i>	<i>Accrual Rate per Pay Period</i>	<i>Yearly Accrual</i>	<i>Maximum Accrual Allowance</i>
--------------------------	------------------------------------	-----------------------	----------------------------------

Less than 4 years	4.6 hours (0.0575 per regular compensated hour)	120 hours/15 days	240 hours/30 days
4 but less than 9 years	6.2 hours (0.0775 per regular compensated hour)	160 hours/20 days	320 hours/40 days
9 but less than 19 years	7.7 hours (0.09625 per regular compensated hour)	200 hours/25 days	400 hours/50 days
19 but less than 24 years	9.2 hours (0.115 per regular compensated hour)	240 hours/30 days	480 hours/60 days
24 years or more	10.8 hours (0.135 per regular compensated hour)	280 hours/35 days	560 hours/70 days

(c) In addition to the above, after one full calendar year of service, the employee shall be entitled to one (1) full additional discretionary vacation day. Police Deputy Chiefs shall be entitled to two (2) full additional discretionary vacation days. The additional discretionary vacation day(s) will be added to the employee's vacation leave balance on January 1st of each calendar year.

(d) Vacation Accrual.

1. Vacation time is accrued during the time the employee is in active pay status, which includes holiday time, sick time, vacation time, and compensatory time, but is not accrued when working overtime or while on unpaid leave.
2. Vacation time earned while on regular pay is credited to the employee's vacation bank upon the completion of the pay period and is not usable until credited.
3. Once an employee's vacation time balance reaches the maximum accrual allowance, no further vacation leave will accrue until the balance drops below the maximum amount.
4. Part time employees shall earn vacation time on a pro-rated basis in accordance with the provisions herein and pursuant to any applicable administrative policy and procedure.

(f) Pursuant to the above subsections, vacation time will now accrue based on employment status, years of service, and hours worked in the pay period. However, the employee's vacation time that the employee earned in 2023 under the previous vacation accrual method will be put into the employee's vacation bank on January 1, 2024.

(g) Employees shall be allowed to schedule and take vacations as provided herein and in accordance with existing departmental procedures.

(h) During the first calendar year of employment, newly hired employees shall be allowed to advance vacation days from their vacation bank. Those who begin employment on or between January 1 and June 30 shall be allowed to advance up to ten (10) vacation days. Those who begin employment on or between July 1 and December 1 shall be allowed to advance up to five (5) vacation days. Employees electing to advance vacation days will have their accrual rate per pay period reduced by the same number of days/hours which were advanced. The following provisions apply to this advancement:

1. This subsection shall only apply to employees in the calendar year (January 1 through December 31) in which they were hired. It shall not apply to employees who were hired in previous years.
 2. Eligible employees must inform their supervisor and Division/Department head in writing that they are electing to utilize this benefit and how many days/hours they are advancing. Employees may make multiple written requests, if necessary, to advance vacation days; however, they may not advance more days than they are entitled to according to the above provision.
 3. Vacation time advanced under this subsection must be scheduled and taken in accordance with existing Divisional/Departmental procedures.
 4. Employees shall not be allowed to be paid in cash for advanced vacation time.
 5. In instances where a newly hired employee requests to advance vacation days and their employment is severed, any days/hours that were taken but not earned in accordance with 2101.36(a) or (b) above, shall be deducted from the employee's severance or final paycheck.
- (i) For purposes of determining years of service, employment with any State of Ohio agency, political subdivision of the State of Ohio, or municipality in the State of Ohio is to be counted after receipt of verifiable documentation.
3. The following situations are not eligible for prior service credit for vacation:
 - a. Any student employment, unless the employment resulted in credit from an Ohio Retirement System;
 - b. Employment with other states; and,
 - c. Pursuant to Ohio Revised Code section 9.44(c), retirement in accordance with the provisions of any retirement plan offered by the state, shall not have their prior service counted for determining eligibility for vacation.
 4. It is the responsibility of the new employee to obtain documentation verifying prior service.
 - a. To request credit for prior service, employees must provide the Department of Human Resources with a written request and supporting documentation.
 - b. Current employees of the City of Toledo have until June 30, 2024 to provide proof of prior service credit for vacation eligibility. Failure to provide verifiable documentation by the deadline shall result in denial of prior service credit.
 - c. New employees shall have six (6) months from their hire date to provide proof of prior service credit for vacation eligibility. Failure to provide verifiable documentation by the deadline shall result in denial of prior service credit.
 - d. Any granted credit for prior service shall take effect during the first pay period that begins immediately following the date the Director of the Department of Human Resources approves granting credit for that prior service. At no time will retroactive accruals be credited.
 - e. Unused vacation time from other jurisdictions will not be recognized by the City.
 - f. All requests for prior service credit will be verified by the Department of Human Resources. Any submission of fraudulent documentation will result in discipline up to and including termination.

is hereby repealed.

SECTION 4. That a new Toledo Municipal Code Section 2101.36 is enacted as follows:

2101.36 Vacations.

Effective January 1, 2024, the accumulation of vacation time shall be as follows.

(a) Full-time salaried employees (salary groups E-1 through E-4 and L-1 through L-4) shall be entitled to annual vacation with pay in accordance with the following table:

<i>Length of Service</i>	<i>Accrual Rate per Pay Period</i>	<i>Yearly Accrual</i>	<i>Maximum Accrual Allowance</i>
Less than 19 years	7.7 hours (0.09625 per regular compensated hour)	200 hours/25 days	400 hours/50 days
19 but less than 24 years	9.2 hours (0.115 per regular compensated hour)	240 hours/30 days	480 hours/60 days
24 years or more	10.8 hours (0.135 per regular compensated hour)	280 hours/35 days	560 hours/70 days

(b) Full-time classified and unclassified hourly employees (Administrative Groups 1 through 15) shall be entitled to annual vacation with pay in accordance with the following table:

<i>Length of Service</i>	<i>Accrual Rate per Pay Period</i>	<i>Yearly Accrual</i>	<i>Maximum Accrual Allowance</i>
Less than 4 years	4.6 hours (0.0575 per regular compensated hour)	120 hours/15 days	240 hours/30 days
4 but less than 9 years	6.2 hours (0.0775 per regular compensated hour)	160 hours/20 days	320 hours/40 days
9 but less than 19 years	7.7 hours (0.09625 per regular compensated hour)	200 hours/25 days	400 hours/50 days
19 but less than 24 years	9.2 hours (0.115 per regular compensated hour)	240 hours/30 days	480 hours/60 days

24 years or more	10.8 hours (0.135 per regular compensated hour)	280 hours/35 days	560 hours/70 days
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(c) In addition to the above, after one full calendar year of service, the employee shall be entitled to one (1) full additional discretionary vacation day. Police Deputy Chiefs shall be entitled to two (2) full additional discretionary vacation days. The additional discretionary vacation day(s) will be added to the employee's vacation leave balance on January 1st of each calendar year.

(d) Vacation Accrual.

1. Vacation time is accrued during the time the employee is in active pay status, which includes holiday time, sick time, vacation time, and compensatory time, but is not accrued when working overtime or while on unpaid leave.
2. Vacation time earned while on regular pay is credited to the employee's vacation bank upon the completion of the pay period and is not usable until credited.
3. Once an employee's vacation time balance reaches the maximum accrual allowance, no further vacation leave will accrue until the balance drops below the maximum amount.
4. Part time employees shall earn vacation time on a pro-rated basis in accordance with the provisions herein and pursuant to any applicable administrative policy and procedure.

(e) Pursuant to the above subsections, vacation time will now accrue based on employment status, years of service, and hours worked in the pay period. However, the employee's vacation time that the employee earned in 2023 under the previous vacation accrual method will be put into the employee's vacation bank on January 1, 2024.

(f) Employees shall be allowed to schedule and take vacations as provided herein and in accordance with existing departmental procedures. Absent specific and extraordinary extenuating circumstances as approved by the Mayor or his/her designee, employees shall not be permitted to payout any earned vacation time, except as provided by Section 2101.44 Termination and Severance Pay.

(g) During the first calendar year of employment, newly hired employees shall be allowed to advance vacation days from their vacation bank. Those who begin employment on or between January 1 and June 30 shall be allowed to advance up to ten (10) vacation days. Those who begin employment on or between July 1 and December 1 shall be allowed to advance up to five (5) vacation days. Employees electing to advance vacation days will have their accrual rate per pay period reduced by the same number of days/hours which were advanced. The following provisions apply to this advancement:

1. This subsection shall only apply to employees in the calendar year (January 1 through December 31) in which they were hired. It shall not apply to employees who were hired in previous years.
2. Eligible employees must inform their supervisor and Division/Department head in writing that they are electing to utilize this benefit and how many days/hours they are advancing. Employees may make multiple written requests, if necessary, to advance vacation days; however, they may not advance more days than they are entitled to according to the above provision.

3. Vacation time advanced under this subsection must be scheduled and taken in accordance with existing Divisional/Departmental procedures.
 4. Employees shall not be allowed to be paid in cash for advanced vacation time.
 5. In instances where a newly hired employee requests to advance vacation days and their employment is severed, any days/hours that were taken but not earned in accordance with 2101.36(a) or (b) above, shall be deducted from the employee's severance or final paycheck.
- (h) For purposes of determining years of service, employment with any State of Ohio agency, political subdivision of the State of Ohio, or municipality in the State of Ohio is to be counted after receipt of verifiable documentation.
1. The following situations are not eligible for prior service credit for vacation:
 - a. Any student employment, unless the employment resulted in credit from an Ohio Retirement System;
 - b. Employment with other states; and,
 - c. Pursuant to Ohio Revised Code section 9.44(c), retirement in accordance with the provisions of any retirement plan offered by the state, shall not have their prior service counted for determining eligibility for vacation.
 2. It is the responsibility of the new employee to obtain documentation verifying prior service.
 - a. To request credit for prior service, employees must provide the Department of Human Resources with a written request and supporting documentation.
 - b. Current employees of the City of Toledo have until June 30, 2024 to provide proof of prior service credit for vacation eligibility. Failure to provide verifiable documentation by the deadline shall result in denial of prior service credit.
 - c. New employees shall have six (6) months from their hire date to provide proof of prior service credit for vacation eligibility. Failure to provide verifiable documentation by the deadline shall result in denial of prior service credit.
 - d. Any granted credit for prior service shall take effect during the first pay period that begins immediately following the date the Director of the Department of Human Resources approves granting credit for that prior service. At no time will retroactive accruals be credited.
 - e. Unused vacation time from other jurisdictions will not be recognized by the City.
 - f. All requests for prior service credit will be verified by the Department of Human Resources. Any submission of fraudulent documentation will result in discipline up to and including termination.

SECTION 5: That Toledo Municipal Code Section 2101.29 which states as follows:

2101.29 Accumulation of Sick Days.

Employees in salary groups A-1 through A-15, and 94 hired into the City on or before 12/31/92 shall have the option of maintaining their current sick leave accrual and severance pay plan as set forth in part (a) of this section or electing the sick leave conversion plan as set forth in part (b) below. This election may be made during the one hundred and twenty (120) day period following passage of this legislation. Employees opting into the plan must remain in the plan. Employees hired on or after 1/1/93 and all employees in salary groups E-1 through E-4, and L-1 through L-4, shall be covered exclusively by the Sick leave plan set forth in part (b). Employees who move to the exempt service from other units and who are already enrolled in the City's Sick Leave Conversion Plan set forth in paragraph (b) shall remain under such plan.

(a) Eligible employees who elect to maintain their current sick leave accrual and severance pay plan shall be credited with sick days in accordance with the following formula: one and one quarter (1 1/4) days shall be

credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitations. Provided the conditions of Section [2101.44 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805), 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.

(b) (i) Employees hired on or before December 31, 1992 who elect the sick leave conversion plan set forth herein, and all employees in salary groups E-1 through E-4, L-1 through L-4, will bank accumulated sick leave through December 31, 1995. 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 paragraph (b)(iii). Provided the conditions of Section [2101.44 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805), Termination and Severance Pay, have been met, unused sick leave from that banked effective December 31, 1995 will be paid as follows at the employee's regular rate as of the date of separation: 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.

(ii) On and after January 1, 1996, employees covered by this Sick Leave Conversion Plan shall be credited with sick days in accordance with the following formula: One and one-quarter days shall be credited for each month of service not to exceed a maximum of fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation.

(iii) Sick time not used by the end of the year can either be turned in for payment of a percentage of salary as indicated herein or carried over until retirement or separation. The maximum number of sick days allowed for year-end payment will be five (5). Employees using two and one-half (2½) or fewer days of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than two and one-half (2½), but five (5) or fewer days shall be entitled to a conversion at twenty five percent (25%). Employees with fewer than sixty (60) days of accrued sick time or who have used more than five (5) days 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 days converted to cash.

(iv) Provided the conditions of Section [2101.44 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805), Termination and Severance Pay, have been met, unused sick leave accrued after enrollment in this plan 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 eighty (80) days and fifty percent (50%) of salary for the next eighty (80) days for a maximum of one hundred sixty (160) days.

(c) An employee granted a leave of absence without pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

(d) An employee hired from another political jurisdiction within Ohio may transfer his or her unused sick time to his sick leave bank with the City. Such time may be used and may be paid in accordance with the terms of this Chapter. However, for employees hired after September 30, 1995, such time shall not be counted toward the sixty (60) day minimum necessary for sick leave to be converted.

is hereby repealed.

SECTION 6. That a new Toledo Municipal Code Section 2101.29 is enacted as follows:

2101.29 Accumulation of Sick Days.

Employees in salary groups A-1 through A-15, and 94 hired into the City on or before 12/31/92 shall have the option of maintaining their current sick leave accrual and severance pay plan as set forth in part (a) of this section or electing the sick leave conversion plan as set forth in part (b) below. This election may be made during the one hundred and twenty (120) day period following passage of this legislation. Employees opting into the plan must remain in the plan. Employees hired on or after 1/1/93 and all employees in salary groups E-1 through E-4, and L-1 through L-4, shall be covered exclusively by the Sick leave plan set forth in part (b). Employees who move to the exempt service from other units and who are already enrolled in the City's Sick Leave Conversion Plan set forth in paragraph (b) shall remain under such plan.

(a) Eligible employees who elect to maintain their current sick leave accrual and severance pay plan shall be credited with sick days in accordance with the following formula: one and one quarter (1 1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitations. Provided the conditions of Section [2101.44 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805), 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.

(b) (i) Employees hired on or before December 31, 1992 who elect the sick leave conversion plan set forth herein, and all employees in salary groups E-1 through E-4, L-1 through L-4, will bank accumulated sick leave through December 31, 1995. 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 paragraph (b)(iii). Provided the conditions of Section [2101.44 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805), Termination and Severance Pay, have been met, unused sick leave from that banked effective December 31, 1995 will be paid as follows at the employee's regular rate as of the date of separation: 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.

(ii) On and after January 1, 1996, employees covered by this Sick Leave Conversion Plan shall be credited with sick days in accordance with the following formula: One and one-quarter days shall be credited for each month of service not to exceed a maximum of fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation.

(iii) Sick time not used by the end of the year can either be turned in for payment of a percentage of salary as indicated herein or carried over until retirement or separation. The maximum number of sick days allowed for year-end payment will be five (5). Employees using two and one-half (2½) or fewer days of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than two and one-half (2½), but five (5) or fewer days shall be entitled to a conversion at twenty five percent (25%).

Employees with fewer than sixty (60) days of accrued sick time or who have used more than five (5) days 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 days converted to cash.

(iv) Provided the conditions of Section [2101.44 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115805), Termination and Severance Pay, have been met, unused sick leave accrued after enrollment in this plan 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 eighty (80) days and fifty percent (50%) of salary for the next eighty (80) days for a maximum of one hundred sixty (160) days.

(c) An employee granted a leave of absence without pay for thirty (30) calendar days or more shall not

accumulate sick pay during the period the employee is on such leave.

(d) An employee hired from another political jurisdiction within Ohio may transfer his or her unused sick time to his sick leave bank with the City. Such time may be used and may be paid in accordance with the terms of this Chapter. However, for employees hired after September 30, 1995, such time shall not be counted toward the sixty (60) day minimum necessary for sick leave to be converted.

(e) In an effort to improve attendance and reduce the amount of unscheduled time off, an eligible employee, based on his/her sick time usage in the previous sick year, may annually convert a portion of his/her accumulated sick time into pay. For the purpose of this Section, the sick year is January 1 through December 31. A regular full-time employee with at least five (5) years of continuous service with the City of Toledo may convert up to one hundred (100) hours of accumulated sick time into pay annually, in accordance with the Sick Leave Conversion Table set forth below, provided the employee has accumulated at least six hundred (600) total hours of sick time. In order to continue eligibility for the sick time conversion payout, the employee must maintain a balance of at least six hundred (600) hours of accumulated sick time. Eligibility for this sick time conversion payment will be determined by looking back to the employee's sick time used and accumulated from January 1 through December 31 of the previous year.

Prior Sick Year Sick Time Usage Conversion

0 - 16 hours:	1.0 sick hour = 1.0 hour of pay
16.1 - 24 hours:	1.0 sick hour = 0.75 hour of pay
24.1 - 32 hours:	1.0 sick hour = 0.50 hour of pay
Above 32 hours:	Not eligible for sick time conversion payout

An eligible employee electing to utilize the sick time conversion payout is also subject to the following parameters:

1. Employees who elect to use sick time to cover FMLA approved leave will have that FMLA sick time count towards the number of sick hours used.
2. An employee also eligible for a payout under part (b)(iii) of this section, must elect to participate in either the payout under (b)(iii) or the payout in this section. An employee is not permitted to participate in the payouts provided in part (b)(iii) and (e) in the same year.
3. The maximum annual payout under this section is one hundred (100) sick time hours.
4. The maximum annual one hundred (100) sick time hour payout cannot cause an employee to fall below six hundred (600) hours of accumulated sick time.

SECTION 7. That Toledo Municipal Code Section 2101.44 which states as follows:

2101.44 Termination and Severance Pay.

Employees who terminate their employment with the City for any reason shall have their termination pay computed in the following manner:

(a) The employee shall be compensated for any vacation hours accumulated in his or her vacation bank at the time of termination.

(b) In addition to the above, the employee shall be paid for any holidays worked for which he/she has not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and is terminated on or before June 30, he/she shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, he/she shall receive pay for two (2) discretionary holidays.

(c) In addition to the amount set forth in Subsections (a) and (b) herein, employees who retire or die while in the employment of the City, or employees who separate in good standing from employment after twenty-one (21) years of continuous service with the City, shall also receive severance pay for unused sick time in accordance with the provisions of Section 2101.29, Accumulation of Sick Days; provided, however, to be eligible for sick time payment apart from retirement or death, Police Deputy Chiefs must separate in good standing after twenty-five (25) years of service, and Fire Deputy Chiefs must leave City employment prior to their forty-eighth (48th) birthday with twenty-five (25) years of service.

(i) Service shall be deemed to be "continuous" for purposes of this section despite a break in service due to a lay off, a call to military duty, or other circumstance for which a provision of this chapter specifies that employees will continue to accrue seniority.

(ii) An employee who is laid-off shall not be considered to have had continuous service under this section if the employee refuses recall to employment to any position when recall is first offered, but later accepts recall.

(iii) For purposes of this section, "years of service" for those employees hired on or before December 31, 1994 shall only include other public service if an express agreement to count such time for this purpose existed as of November 30, 1994.

(iv) For purposes of this section, to "retire" while in the employment of the city shall mean leaving city employment upon qualifying for retirement under the applicable state retirement system; provided, however, that employees eligible to retire who have worked fewer than eight (8) full continuous years with the city shall only receive severance pay for one-fourth (1/4th) the value of the employee's accrued but unused sick leave credit not to exceed thirty (30) days pay as provided by state law.

(d) (i) 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 death.

(ii) Any Police Deputy Chief who is totally and permanently disabled as a result of injuries received under unusual circumstances which may arise in the performance of his/her law enforcement duties, or any Fire Deputy Chief who is totally and permanently disabled as a result of injuries received on duty during activities directly related to fire suppression or medical runs, shall receive payment of the full accumulation of sick pay at the time of retirement. This provision shall have retroactive application to January 1, 1988.

(e) Employees entitled to Longevity Pay shall have that pay added to their base rate when termination pay is calculated.

is hereby repealed.

SECTION 8. That a new Toledo Municipal Code Section 2101.44 is enacted as follows:

2101.44 Termination and Severance Pay.

Employees who terminate their employment with the City for any reason shall have their termination pay computed in the following manner:

- (a) The employee shall be compensated for any vacation hours accumulated in his or her vacation bank at the time of termination.
- (b) In addition to the above, the employee shall be paid for any holidays worked for which he/she has not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and is terminated on or before June 30, he/she shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, he/she shall receive pay for two (2) discretionary holidays.
- (c) In addition to the amount set forth in Subsections (a) and (b) herein, employees who retire or die while in the employment of the City, or employees who separate in good standing from employment after twenty-one (21) years of continuous service with the City, shall also receive severance pay for unused sick time in accordance with the provisions of Section 2101.29, Accumulation of Sick Days; provided, however, to be eligible for sick time payment apart from retirement or death, Police Deputy Chiefs must separate in good standing after twenty-five (25) years of service, and Fire Deputy Chiefs must leave City employment prior to their forty-eighth (48th) birthday with twenty-five (25) years of service.
- (i) Service shall be deemed to be "continuous" for purposes of this section despite a break in service due to a lay off, a call to military duty, or other circumstance for which a provision of this chapter specifies that employees will continue to accrue seniority.
- (ii) An employee who is laid-off shall not be considered to have had continuous service under this section if the employee refuses recall to employment to any position when recall is first offered, but later accepts recall.
- (iii) For purposes of this section, "years of service" for those employees hired on or before December 31, 1994 shall only include other public service if an express agreement to count such time for this purpose existed as of November 30, 1994.
- (iv) For purposes of this section, to "retire" while in the employment of the city shall mean leaving city employment upon qualifying for retirement under the applicable state retirement system; provided, however, that employees eligible to retire who have worked fewer than eight (8) full continuous years with the city shall only receive severance pay for one-fourth (1/4th) the value of the employee's accrued but unused sick leave credit not to exceed thirty (30) days pay as provided by state law.
- (d)(i) 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 death.
- (ii) Any Police Deputy Chief who is totally and permanently disabled as a result of injuries received under unusual circumstances which may arise in the performance of his/her law enforcement duties, or any Fire Deputy Chief who is totally and permanently disabled as a result of injuries received on duty during activities directly related to fire suppression or medical runs, shall receive payment of the full accumulation of sick pay at the time of retirement. This provision shall have retroactive application to January 1, 1988.
- (e) Employees entitled to Longevity Pay shall have that pay added to their base rate when termination pay is calculated.
- (f) Police Deputy Chiefs who retire or die or who separate in good standing from employment after twenty five

(25) years of service shall also receive severance pay for unused sick time accumulated to time of termination 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.

SECTION 9. That Toledo Municipal Code Section 2101.74 which states as follows:

2101.74 Base Annual Salaries - Executive Group.

(a) The annual minimum rate and the annual maximum range for salary groups E-1, E-2, E-3, E-4, and E-5 will increase by the same percentage, effective the same date of the applicable AFSCME Local 2058 wage increase.

The current base annual salary ranges for groups E-1, E-2, E-3, E-4, and E-5 are as follows:

SALARY GROUP	MINIMUM	MAXIMUM
E-1	\$75,288.27	\$106,336 .77
E-2	\$80,722.49	\$120,308 .70
E-3	\$83,825.99	\$136,568 .61
E-4	\$93,917.15	\$178,134 .59

(b) The annual minimum rate and the annual maximum range for salary groups L-1, L-2, L-3, and L-4 will increase by the same percentage, effective the same date of the applicable AFSCME Local 2058 wage increase.

The current base annual salary ranges for groups L-1, L-2, L-3, and L-4 are as follows:

SALARY GROUP	MINIMUM	MAXIMUM
L-1	\$59,377.07	\$106,880.08
L-2	\$77,190.42	\$136,568.61
L-3	\$100,941.92	\$144,882.48
L-4	\$112,817.11	\$154,383.08

(c) Salary ranges shall be reviewed periodically to determine the market average for like level positions based upon a salary survey for such comparable positions. Recommendations to adjust the ranges may be presented to City Council.

(d) Base annual salaries for Directors and Executive Group members of the Mayor's staff shall be set by the Mayor within the range of the employee's designated Salary Group. Base annual salaries for Commissioners and Managers shall be set by respective Directors within the range of the employee's designated Salary Group, subject to the approval of the Mayor. Base annual salaries for the L group shall be set by the Director of Law within the range of the L-1 through L-4 employees, subject to the approval of the Mayor. Base annual salaries for Executive Directors shall be set by their respective boards or commissions within the range of the employee's designated Salary Group, subject to the approval of their Appointing Authority. The base annual salary for the Clerk of Council, the Director of the Plan Commission and the City Auditor shall be set by City Council within the designated salary range.

Adjustments in base annual salaries beyond the minimum for the range shall be in accordance with the following principles and guidelines:

1. In setting employee salary within the executive exempt groups, consideration shall be given to any

significant market disparity for different positions.

2. Merit-based increases shall only be provided upon review of information obtained via objective performance reviews or other established criteria. The amount of any increase shall be determined at the discretion of the Mayor, or in the case of the L group, by the Director of Law subject to approval by the Mayor, where it is determined that such an increase is in the best interest of the City of Toledo, based upon review of objective information presented. Criteria that should be considered includes length or frequency of outstanding performance; regularity with which outstanding performance or unique contribution is demonstrated; overall significance or importance of the employee's work product to his/her department; whether the employee has new permanent job duties and/or responsibilities of importance to his/her department; and whether the employee has acquired additional competencies, which are critical in carrying out the functions of the classification.

3. Special circumstances may justify deviating from these guidelines in specific cases. Special circumstances shall include consideration of any special education, certification, or licensure that increases the employee's value to the City.

(e) Longevity Pay:

Effective the first full pay period in September of 1995, any employee in salary groups E-1 through E-4 who became employed by the City prior to July 1, 1982 and who therefore has received longevity pay, shall no longer receive longevity as a separately itemized payment. Such employee's longevity pay shall be incorporated into the employee's base annual salary by multiplying the longevity annual base rate by the appropriate percentage and including the result in the annual salary. Longevity pay shall be added to the employee's base annual salary based upon the employee's present longevity base rate or the rate as listed below if it is greater.

An employee promoted to the executive group after the first full pay period in September of 1995 who has been receiving longevity pay, shall have that pay incorporated into his or her base annual salary using this same methodology. The employee shall only have the amount of longevity pay from their permanent position prior to the promotion added to their new base annual salary.

Once longevity pay has been incorporated into an employee's base annual salary, the employee will not receive further automatic increases once the next plateaus of years of service for longevity pay purposes are reached.

LONGEVITY BASE RATES	
SALARY GROUP	ANNUAL RATE
L-1	\$18,570.24
L-2	\$23,720.32
L-3	\$24,639.68
L-4	\$25,091.04
E-1	\$23,720.32
E-2	\$25,091.04
E-3	\$26,530.40
E-4	\$27,541.28

LONGEVITY FACTOR	
CALENDAR YEARS OF CONTINUOUS SERVICE	PERCENT OF LONGEVITY BASE WAGE
AFTER 5 YEARS	2%
AFTER 10 YEARS	4%
AFTER 15 YEARS	6%
AFTER 20 YEARS	8%

is hereby repealed.

SECTION 10. That a new Toledo Municipal Code Section 2101.74 is enacted as follows:

2101.74 Base Annual Salaries - Executive Group.

(a) The annual minimum rate and the annual maximum range for salary groups E-1, E-2, E-3, and E-4 will increase by the same percentage, effective the same date of the applicable AFSCME Local 2058 wage increase.

The current base annual salary ranges for groups E-1, E-2, E-3, and E-4 are as follows:

SALARY GROUP	MINIMUM	MAXIMUM
E-1	\$75,288.27	\$106,336 .77
E-2	\$80,722.49	\$120,308 .70
E-3	\$83,825.99	\$136,568 .61
E-4	\$93,917.15	\$178,134 .59

(b) The annual minimum rate and the annual maximum range for salary groups L-1, L-2, L-3, and L-4 will increase by the same percentage, effective the same date of the applicable AFSCME Local 2058 wage increase.

The current base annual salary ranges for groups L-1, L-2, L-3, and L-4 are as follows:

SALARY GROUP	MINIMUM	MAXIMUM
L-1	\$59,377.07	\$106,880.08
L-2	\$77,190.42	\$136,568.61
L-3	\$100,941.92	\$144,882.48

L-4	\$112,817.11	\$154,383.08
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(c) Salary ranges shall be reviewed periodically to determine the market average for like level positions based upon a salary survey for such comparable positions. Recommendations to adjust the ranges may be presented to City Council.

(d) Base annual salaries for Directors and Executive Group members of the Mayor's staff shall be set by the Mayor within the range of the employee's designated Salary Group. Base annual salaries for Commissioners and Managers shall be set by respective Directors within the range of the employee's designated Salary Group, subject to the approval of the Mayor. Base annual salaries for the L group shall be set by the Director of Law within the range of the L-1 through L-4 employees, subject to the approval of the Mayor. Base annual salaries for Executive Directors shall be set by their respective boards or commissions within the range of the employee's designated Salary Group, subject to the approval of their Appointing Authority. The base annual salary for the Clerk of Council, the Director of the Plan Commission and the City Auditor shall be set by City Council within the designated salary range.

Adjustments in base annual salaries beyond the minimum for the range shall be in accordance with the following principles and guidelines:

1. In setting employee salary within the executive exempt groups, consideration shall be given to any significant market disparity for different positions.

2. Merit-based increases shall only be provided upon review of information obtained via objective performance reviews or other established criteria. The amount of any increase shall be determined at the discretion of the Mayor, or in the case of the L group, by the Director of Law subject to approval by the Mayor, where it is determined that such an increase is in the best interest of the City of Toledo, based upon review of objective information presented. Criteria that should be considered includes length or frequency of outstanding performance; regularity with which outstanding performance or unique contribution is demonstrated; overall significance or importance of the employee's work product to his/her department; whether the employee has new permanent job duties and/or responsibilities of importance to his/her department; and whether the employee has acquired additional competencies, which are critical in carrying out the functions of the classification.

3. Special circumstances may justify deviating from these guidelines in specific cases. Special circumstances shall include consideration of any special education, certification, or licensure that increases the employee's value to the City.

SECTION 11. That Toledo Municipal Code Section 2101.76 which states as follows:

2101.76 Incentives.

(a) Beginning in January 2024, the City will pay an annual incentive stipend in order to further both the employee's individual interest in improving his or her professional development and education, as well as the public interest in the improved operation of the particular plant and a more qualified workforce.

	<i>Not Required for Current Position</i>	<i>Job Requirement</i>
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	<i>Not Required for Current Position</i>	<i>Job Requirement</i>
Class 1	\$1,050.00	\$1,250.00
Class 1 Treatment	\$1,250.00	\$1,475.00
Class 2	\$1,800.00	\$2,100.00
Class 2 Treatment	\$2,100.00	\$2,500.00
Class 3	\$2,600.00	\$3,650.00
Class 4	\$4,175.00	\$5,200.00
Operator in Training	\$525.00	\$625.00
Operator in Training/Treatment	\$625.00	\$725.00

- (b) The stipends listed in the chart above will be paid to any exempt employee and executive exempt employee who possesses the certification, whether it is required for his or her position or not. The employee's certification must be valid when the stipend is paid in January in order to receive it. Employees who become certified after the stipend is paid are ineligible to receive it until the following calendar year. Part-time employees who are eligible for the stipend will receive half the amount listed above for the certification(s) obtained.
- (c) Employees who are designated as the primary Operator of Record for their Division by the Director of the Department of Public Utilities will also receive a stipend. The primary Operator of Record for Distribution and the primary Operator of Record for Collection will receive \$5,725.00. The primary Operator of Record for Treatment will receive \$6,250.00. Employees who hold one of these certifications but are a backup for the Operator of Record are ineligible for this stipend.
- (d) Employees may be paid for multiple different types of certifications; however, once an employee obtains an advanced certification in a particular specialty, he or she will only be compensated for the highest level achieved. The City will observe all Ohio EPA regulations regarding certification priority.
- (e) Operators in Training are to obtain proper contact hours approved by the Ohio EPA. Individuals must renew their certification every two years to maintain their incentive pay status.

is hereby repealed.

SECTION 12. That a new Toledo Municipal Code Section 2101.76 is enacted as follows:

2101.76 Incentives.

(1) (a) The City will pay an annual incentive stipend in order to further both the employee's individual interest in improving his or her professional development and education, as well as the public interest in the improved operation of the particular plant and a more qualified workforce.

	<i>Not Required for Current Position</i>	<i>Job Requirement</i>

	<i>Not Required for Current Position</i>	<i>Job Requirement</i>
Class 1	\$1,050.00	\$1,250.00
Class 1 Treatment	\$1,250.00	\$1,475.00
Class 2	\$1,800.00	\$2,100.00
Class 2 Treatment	\$2,100.00	\$2,500.00
Class 3	\$2,600.00	\$3,650.00
Class 4	\$4,175.00	\$5,200.00
Operator in Training	\$525.00	\$625.00
Operator in Training/Treatment	\$625.00	\$725.00

- (b) The stipends listed in the chart above will be paid to any exempt employee and executive exempt employee who possesses the certification, whether it is required for his or her position or not. The employee's certification must be valid when the stipend is paid in January in order to receive it. Employees who become certified after the stipend is paid are ineligible to receive it until the following calendar year. Part-time employees who are eligible for the stipend will receive half the amount listed above for the certification(s) obtained.
- (c) Employees who are designated as the primary Operator of Record for their Division by the Director of the Department of Public Utilities will also receive a stipend. The primary Operator of Record for Distribution and the primary Operator of Record for Collection will receive \$5,725.00. The primary Operator of Record for Treatment will receive \$6,250.00. Employees who hold one of these certifications but are a backup for the Operator of Record are ineligible for this stipend.
- (d) Employees may be paid for multiple different types of certifications; however, once an employee obtains an advanced certification in a particular specialty, he or she will only be compensated for the highest level achieved. The City will observe all Ohio EPA regulations regarding certification priority.
- (e) Operators in Training are to obtain proper contact hours approved by the Ohio EPA. Individuals must renew their certification every two years to maintain their incentive pay status.

(2) Beginning in March 2026, the City will pay an annual stipend to incentivize those who possess certain certifications through the Ohio Board of Building Standards:

- (a) Employees will be compensated in the form of a quarterly stipend based on the number of active relevant State of Ohio certifications currently held. Relevant certifications include, but are not limited to:
 - Building Official AND Residential Building Official,
 - Electrical Safety Inspector,
 - Plumbing Inspector,
 - Mechanical Inspector AND Residential Mechanical Inspector, and
 - Plans Examiner

- (b) Employees who hold only a Building Inspector AND Residential Building Inspector certification, Mechanical Inspector AND Residential Mechanical Inspector certification, or Plans Examiner Certification, and no other relevant certifications, shall not be eligible for a stipend as established through this program, unless and until they obtain an additional qualifying certification. In that event, said employee shall only receive a stipend for the additional qualifying certification(s).
- (c) Employees will be given a stipend, once per quarter, in an amount equal to 7% of their quarterly base wage for each relevant certification held.
- (d) Employees in the stipend program shall be limited to compensation for each relevant and qualifying certification held, up to a total of three (3) certifications.
- (e) The stipends will be paid to any exempt employee who possesses the certification, whether it is required for his or her position or not. The employee's certification must be valid when the stipend is paid in order to receive it. Part-time employees who are eligible for the stipend will receive half the amount listed above for the certification(s) obtained.

SECTION 13. That Toledo Municipal Code Chapter 2106 attached as Exhibit A is repealed.

SECTION 14. That Toledo Municipal Code Chapter 2115 attached as Exhibit B is repealed.

SECTION 15. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its adoption. The reason for the emergency lay in the fact that same is necessary for the immediate preservation of public peace, health, safety, and property, and for the further reason that same is necessary to timely correct and update the listed sections of the Toledo Municipal Code.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council

CHAPTER 2106

Supervisory, Technical and Professional Employees' Union Local 2058 – Communications Operator Supervisors

- 2106.01 Recognition
- 2106.02 Classifications
- 2106.03 Nonrepresentation; probationary period
- 2106.04 Other agreements
- 2106.05 Part time employment
- 2106.06 Listing of employees
- 2106.07 Authorization card
- 2106.08 Union assessments
- 2106.09 Credit union or financial institution
- 2106.10 Additional payroll deductions
- 2106.11 Deferred compensation
- 2106.12 Pledge against discrimination and coercion
- 2106.13 Management rights
- 2106.14 Representation
- 2106.15 Investigating grievances
- 2106.16 Rights to visit
- 2106.17 No strike; no lockout; safe conduct
- 2106.18 Definition and grievance procedure
- 2106.19 Default
- 2106.20 Counseling
- 2106.21 Written reprimand
- 2106.22 Suspension without hearing
- 2106.23 Procedure
- 2106.24 Failure to follow procedure
- 2106.25 Clearing of records
- 2106.26 Partners in excellence
- 2106.27 Employee assistance program
- 2106.28 Probationary period; fringe benefits and evaluations
- 2106.29 City seniority
- 2106.30 Classification seniority
- 2106.31 Seniority during industrial disability
- 2106.32 Seniority; bargaining agent officers and representatives
- 2106.33 Loss of seniority and job rights
- 2106.34 Unit determination(s)
- 2106.35 Labor/management meetings
- 2106.36 Layoff procedure
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2106.39 Promotions
2106.40 Transfers; voluntary demotions
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2106.80 Reporting; proof of illness

- 2106.81 Sick pay extension
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- 2106.85 Hospitalization-prescriptive drug-dental insurance
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- 2106.99 Longevity pay
- 2106.100 Travel allowance
- 2106.101 Professional development allowance
- 2106.102 Termination and severance pay
- 2106.103 Successors and assignees
- 2106.104 Savings clause
- 2106.105 Uniform maintenance allowance
- 2106.106 Leave donation program
- 2106.107 Mid-term bargaining
- 2106.108 Termination

CHAPTER 2106

Supervisory, Technical and Professional

Employees' Union Local 2058 - Communications Operator Supervisors

(Ord. 51-13)

PREAMBLE

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

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

2106.01 Recognition

A) The City agrees to recognize the Supervisory, Technical and Professional Employees' Union Local 2058 Communications Operator Supervisors as certified by the State Employment Relations Board on July 31, 2008 in Case

Number 08-REP-06-0099, and Ohio Council 8 AFSCME (AFL-CIO) as the sole and exclusive bargaining agent for the employees of the City working permanently or provisionally in the classifications that are listed in Section 2106.02 in all matters regarding wages, hours of work, and all other conditions of employment.

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

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

If the Employer places any such position/classification in the exempt service or safety forces and SERB places it in Local #2058, the City will pay one-half (½) of back dues, or one-half (½) of Fair Share fees and the employee will pay the other one-half (½) of the back union dues, or one-half (½) of the Fair Share fee, if applicable. The employee payments hereto shall be applied over two (2) pay periods except where the back payment is for (6) six or more months, in which case four (4) pay periods shall apply. The employer payments will be paid to Local #2058 within thirty (30) days of the determination by the parties or by SERB.

2106.02 Classifications

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

<i>Classification</i>	<i>Salary Group</i>
Supervisor - Communications	11

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

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

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

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

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

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

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

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

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

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

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

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

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

2106.03 Nonrepresentation; Probationary Period

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

2106.04 Other Agreements

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

2106.05 Part Time Employment

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

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

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

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

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

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

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

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

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

1) Sick time, Section 2106.78.

2) Funeral pay, Section 2106.90.

3) Jury duty, Section 2106.91.

4) Vacation time, Section 2106.88.

5) Termination & severance pay, Section 2106.102.

6) Holiday pay, Section 2106.89.

7) Educational reimbursement, Section 2106.93.

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

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

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

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

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

2106.06 Listing of Employees

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

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

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

2106.07 Authorization Card

The City agrees that payroll deductions shall be made in accordance with the dues authorization card submitted by the Union and the City shall comply with the provisions of said authorization card for all employees who have signed the card. The City and the Bargaining Agent both recognize the authorization card as a matter between the Bargaining Agent and its members; therefore, any dispute between the parties to said authorization card and any findings against either party as a result of such dispute and/or litigation shall not be the responsibility of the City. Occurrences of late processing of authorization cards, when brought to the attention of the Department of Human Resources, will be dealt with promptly.

2106.08 Union Assessments

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

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

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

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

2106.09 Credit Union or Financial Institution

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

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

2106.10 Additional Payroll Deductions

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

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

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

2106.11 Deferred Compensation

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

2106.12 Pledge Against Discrimination and Coercion

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

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

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

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

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

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

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

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

2106.13 Management Rights

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

- 1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 2) Direct, supervise, evaluate, or hire employees;
- 3) Maintain and improve the efficiency and effectiveness of governmental operations;
- 4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 6) Determine the adequacy of the work force;
- 7) Determine the overall mission of the employer as a unit of government;
- 8) Effectively manage the work force;
- 9) Take actions to carry out the mission of the public employer as a governmental unit.

2106.14 Representation

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

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

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

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

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

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

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

The City shall not unreasonably withhold release time.

2106.15 Investigating Grievances

The Employee representatives and/or officers shall be permitted reasonable time to investigate and process grievances and

conduct other necessary business during working hours. The employee representatives shall notify their immediate supervisors that they are leaving their jobs to handle a problem and shall indicate when they expect to return. They shall then report when returning to work. The form designated by the parties shall be utilized for these purposes by all representatives and by all officers except the President and Chief Steward.

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

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

2106.16 Rights to Visit

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

2106.17 No Strike; No Lockout; Safe Conduct

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

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

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

2106.18 Definition and Grievance Procedure

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

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

FIRST STEP:

A) It shall be the duty of both sides to strive to settle all grievances in the first step. When an employee has a grievance, the employee along with the Employee Representative shall verbally attempt to resolve the problem. The grievance must be brought to the attention of the employee's immediate supervisor within seven (7) work days in the Communications Unit of

the employee having gained knowledge that a grievance exists. Such knowledge will be presumed to exist at the time of the alleged contract violation, unless the employee with reasonable diligence could not have discovered the alleged infraction. The Employee Representative and the employee shall meet and discuss the grievance verbally with the employee's immediate supervisor, and shall try to verbally resolve the grievance satisfactorily to both sides. If the grievance can be resolved at this point, then the supervisor and the Employee Representative shall reduce the grievance and the answer to writing and the Employee Representative, the employee, and the supervisor shall sign the grievance report.

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

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

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

SECOND STEP:

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

The Union/Bargaining Agent and the Employer and/or persons designated by them shall hold a meeting at a mutually agreeable time within twenty (20) work days after the grievance has been referred to them for the purpose of attempting to resolve the matter. Within seven (7) work days in the Communications Unit after such meeting is held, the City shall advise the Union/ Bargaining Agent as to the decision of the Employer on the matter. In the event that the grievance is still not satisfactorily settled, then the Union/Bargaining Agent shall have the right to appeal the grievance to the next step.

THIRD STEP - MEDIATION:

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

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

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

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

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

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

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

If no settlement is reached at mediation, the parties are free to arbitrate. If the parties do not accept the advisory opinion, the union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration in this

collective bargaining agreement shall commence on the day the advisory opinion is issued.

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

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

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

FOURTH STEP - ARBITRATION:

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

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

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

3) GENERAL PROVISIONS:

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

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

c) The fees and expenses of the arbitrator shall be shared equally. Costs for a court reporter and transcripts shall be shared equally if the arbitrator receives a copy of the transcript. All other expenses for witnesses or otherwise shall be borne by the party incurring the costs. However, any City employee called as a witness by either side will continue to receive their regular rate of pay while attending such hearing, not to exceed the normal eight (8) hours they would have worked.

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

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

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

2106.19 Default

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

2106.20 Counseling

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

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

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

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

2106.21 Written Reprimand

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

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

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

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

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

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

2106.22 Suspension Without Hearing

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

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

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

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

2106.23 Procedure

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

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

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

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

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

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

E) If the recommendation of the City's designated hearing officer is for dismissal, suspension or demotion, then at the request of the Union or employee, the Mayor or a designee thereof shall then hear oral arguments from the parties relative to the matter and render a fair and just decision. The parties may agree upon alternative penalties to suspension or

demotion.

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

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

2106.24 Failure to Follow Procedure

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

2106.25 Clearing of Records

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

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

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

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

2106.26 Partners in Excellence

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

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

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

2106.27 Employee Assistance Program

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

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

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

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

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

2106.28 Probationary Period; Fringe Benefits and Evaluations

A) Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the date of hire. Newly hired employees hired in supervisory, technical, and professional classifications shall be probationary employees for a period of one thousand two hundred (1200) actual work hours. A newly hired probationary employee shall not receive any fringe benefits during the first one hundred sixty (160) actual work hours of the probationary period.

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

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

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

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

2106.29 City Seniority

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

2106.30 Classification Seniority

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

2106.31 Seniority During Industrial Disability

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

2106.32 Seniority; Bargaining Agent Officers and Representatives

All of Local No. 2058's Officers, Divisional Representatives and Departmental Representatives shall have top seniority during their term of office in that order regardless of length of continuous service for the purpose of layoff and recall. The only exception to this section is where there is more than one representative in a Division or Unit and there are different zones; the representatives shall exercise their seniority so that all zones will be covered.

2106.33 Loss of Seniority and Job Rights

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

- 1) The employee resigns his position in the service.
- 2) The employee is discharged for just cause and the discharge is sustained.
- 3) After recall notice has been given to the employee, the employee fails to report for work after fourteen (14) calendar days.
- 4) The employee is absent of his own accord for a period of more than five (5) consecutive workdays and fails to properly notify for a leave of absence.
- 5) The employee fails to return at the expiration of an approved leave of absence.
- 6) An employee enters primary employment for another employer.
- 7) An employee is laid off continuously for more than three (3) years.

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

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

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

2106.34 Unit Determination(s)

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

2106.35 Labor/Management Meetings

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

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

2106.36 Layoff Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2106.37 Vacancies

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

- 1) Recall of permanent employees who are laid off in accordance with established procedures.
- 2) Provisional appointment (refer to 2106.39)
- 3) Promotion from the appropriate eligibility list (refer to 2106.39)
- 4) Transfer (refer to 2106.40)
- 5) Voluntary Demotion (refer to 2106.40)
- 6) Recall of classified or unclassified employees who are laid off and were previously in classified service and Local 2058 jurisdiction.
- 7) Reinstatement of permanent employees in conformance with Civil Service Commission rules.

B) The employer shall post all vacancies. The bargaining agent, President, Vice President or their designee(s) shall receive copies of all vacancies within ten (10) work days of the occurrence of the vacancy.

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

2106.38 Recall Procedure

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

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

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

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

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

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

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

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

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

2106.39 Promotions

A) **COMPETITIVE ELIGIBILITY LIST:** When a promotional competitive list has been certified to the appointing authority, the Division Head shall afford all the employees whose names are certified from the list an interview. When the Division Head does not intend to appoint the employee who is the first on the list, then the Division Head shall inform the employee in writing that they have not been selected, and when requested, the specific reasons in writing for the employee being bypassed. Priority for promotion shall be given to the employee within the Bureau who is in a natural progression for promotion (e.g., Police Communications Specialist II, to Communications Operator Supervisor) who has demonstrated the ability to perform the duties in the Communications Operator Supervisor position.

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

B) **NON-COMPETITIVE ELIGIBILITY LIST:** When a non-competitive list has been certified to the appointing authority, the Division Head shall afford all the employees whose names are certified from the list an interview. Where the Division Head does not intend to appoint the employee with the best structured interview, then the Division Head shall, in writing, inform the employee who ranked highest that they have not been selected. Priority for promotion shall be given to the employee within the Bureau who is in a natural progression for promotion (e.g., Police Communications Specialist II, to Communications Operator Supervisor) who has demonstrated the ability to perform the duties in the Communications Operator Supervisor position. When requested, the reason(s) for the non-selection shall also be provided. The structured interview results showing the ranking of those interviewed will be faxed or e-mailed to the Union President or designee prior to filling the position.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2106.40 Transfers; Voluntary Demotions

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

1) the employee has performed in the classification;

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

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

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

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

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

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

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

2106.41 Reinstatement Rights

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

2106.42 Alternates

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2106.43 Leave of Absence Without Pay

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

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

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

2106.44 Personal Leave Up to Five Days

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

2106.45 Personal Leave From Six to Thirty Calendar Days

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

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

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

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

2106.46 Personal Leave of More than Thirty Calendar Days

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

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

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

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

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

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

2106.47 Falsification of Request

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

2106.48 Military Service

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

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

and release from such service.

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

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

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

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

2106.49 Parental Leave

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

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

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

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

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

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

2106.50 Sick or Injury Leave

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

2106.51 Work Schedules

The work day shall consist of eight (8) continuous hours. If there are any proposed changes in the eight (8) continuous hour work day, the parties shall immediately meet within five (5) work days and every effort shall be made to reach a mutually acceptable resolution.

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

2106.52 Daily Overtime

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

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

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

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

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

2106.53 Saturday Overtime

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

2106.54 Sunday Overtime

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

2106.55 Holiday Overtime

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

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

2106.56 Exceptions to Overtime Guarantees

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

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

2106.57 Work Shifts

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

2106.58 Work Schedules/Shift Workers

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

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

2106.59 Saturday-Sunday Shift Work

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

2106.60 Overtime; Shift Work

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

2106.61 Saturday-Sunday Overtime Shift Work

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

2106.62 Overtime Assignment

A) Whenever it is necessary to work overtime, such overtime shall be distributed as evenly as possible among the employees who have completed their original probationary period and are qualified to perform the necessary work. A seniority rotating overtime list shall be established by job classification according to the employee's seniority within the established work unit. It shall also show the original hiring date.

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

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

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

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

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

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

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

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

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

2106.63 Overtime-Probationary Employees

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

2106.64 Overtime-Transfers and Promotions

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

2106.65 Overtime Refusal

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

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

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

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

Emergency overtime is defined as a non-scheduled overtime situation which threatens the health, safety or service of the citizens of Toledo as determined by management. In the event of an emergency the City shall have the right to utilize personnel outside of the Local 2058 Communication Operator Supervisors Bargaining Unit to perform functions normally performed by members of this bargaining unit.

2106.66 Premium Hours

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

2106.67 Overtime; Compensatory Time Off

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

In the absence of such election, the employee shall receive pay as provided herein.

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

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

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

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

2106.68 Compensated Time Considered as Time Worked

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

2106.69 Injury at Work

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

2106.70 Provisions for Safety and Health

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

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

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

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

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

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

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

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

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

e) The Committee may develop a safety award program which may include cash awards and/or other premiums that,

upon mutual agreement between the appointing authority and the union, may be adopted/implemented during the term of this collective bargaining agreement.

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

- (1) Enhanced managed care and utilization review;
- (2) Increased claims control and claims audits;

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

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

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

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

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

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

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

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

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

2106.71 Bargaining Unit Work

Employees included in this Bargaining Unit shall not perform work ordinarily assigned to other employees and employees not in this Bargaining Unit shall not perform work ordinarily assigned to employees in this Bargaining Unit. This section shall not prohibit a Communications Operator Supervisor from performing Local 7 Bargaining Unit work in the Communications Bureau for purposes of training and when necessary to meet the demands of calls for service or dispatch.

2106.72 Training and Service

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

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

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

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

- 1) implementation of safety methods and practices
- 2) enhanced communication(s)
- 3) managing change
- 4) quality improvement
- 5) day to day supervisory issues

- 6) appraising, counseling, motivation of employees
- 7) training and improving work processes
- 8) upward employment enhancement opportunities through on the job training
- 9) career development
- 10) planning and setting objectives
- 11) time and stress management
- 12) conflict resolution

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

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

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

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

2106.73 Working Above Classification

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

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

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

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

2106.74 Working Below Classification

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

2106.75 Resignation

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

2106.76 Outside Employment

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

2106.77 Change of Name and/or Address

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

2106.78 Accumulation of Sick Days

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

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

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

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

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

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

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

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

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

2106.79 Sick Pay Usage

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

2106.80 Reporting; Proof of Illness

A) The employee, while absent on sick pay, must notify the City under agreed practices. When claiming sick days an employee must remain at home caring for his illness unless away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. An employee who is recuperating from

surgery or other major medical condition and who has not been released to return to work by a physician within ten (10) work days does not have to remain at home provided that their physician's statement indicates that remaining home is not necessary to their full and fast recovery. The employee then shall be allowed under these conditions to continue to receive sick pay benefits.

B) When the use of sick time extends beyond three (3) consecutive workdays, the employee shall furnish the City with a City "Statement of Attending Physician".

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

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

E) An employee who goes home sick after reporting for work, shall receive written notification for the second occurrence in a calendar year that does not meet a requirement as set forth in (d) above. The written notice shall instruct the employee that the same conduct in the future will result in the employee being required to submit appropriate documentation addressing the reasons for leaving early for the remainder of the calendar year. This provision shall not be applicable when the employee has a documented pre-approved doctor's or dentist's appointment. Nor shall it apply where an employee is authorized to report to work for a partial workday, on a day the employee would otherwise take the entire day as sick leave. Authorization to report to work under this provision will be requested by direct verbal communication between the employee and the employer or its designee, and confirmed as soon as practicable in writing.

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

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

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

2106.81 Sick Pay Extension

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

2106.82 Injury Pay

A) Employees injured in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation laws of the State of Ohio will be eligible to participate in the City's Injury Pay Program. The Cost Containment Committee referenced below will select the Program Physician(s) and medical facilities from submitted proposals.

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

2) Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the Program Physician. The designated Program Physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment not to exceed ninety (90) calendar days and indicate any physical therapy the injured employee may require. The Program Physician(s) may require follow-up medical evaluations.

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

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

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

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

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

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

D) If the opinion of the employee's treating physician conflicts with that of the Program Physician and such opinion is presented to the City in seven (7) calendar days of the Program Physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. The Cost Containment Committee referenced below will establish a panel of occupational health specialists for third opinions. The third opinion shall be determinative of the employee's injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the Program Physician's plan and the employee fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, then the City can recoup injury pay advanced from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the City shall recoup the injury pay by reducing future sick leave earnings by one-half (½) until the injury pay is fully recouped.

E) Employees who sustain injuries in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation laws of the State of Ohio who choose not to be evaluated by the Program Physician or who choose not to follow that physician's recommended program and go only to the physician of their choice are not entitled to any paid injury leave benefits contained in this collective bargaining agreement. Notice of intent not to participate in the City's injury program must be given within three (3) workdays of the injury. Any and all work-related injury claims will be processed through and conform with the Workers' Compensation Act.

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

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

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

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

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

- 1) Return to the same job so long as it does not violate their physical restrictions;
- 2) Return to the same job with reasonable accommodations for their physical restrictions;
- 3) Return to a vacant position in the same salary group for which he/she qualifies that does not violate their physical restrictions;
- 4) Return to a vacant position in a lower salary group for which he/she qualifies that does not violate their physical restrictions.

In the event that an employee cannot be returned to work in their regular job or alternate position, or is applying for a PERS disability retirement, if the employee has followed the Injury Pay Program, the City will continue injury leave pay for a period of forty-five (45) days. After forty-five (45) days, the employee may use sick leave and/or vacation time that they have accrued. The Department of Human Resources will continue to review the vacancy list every two (2) weeks for a position for which the employee would qualify. Where appropriate, if the employee qualifies for Bureau of Workers Compensation rehabilitation, the City will cooperate with the Bureau in allowing on-the-job training to help qualify the injured worker for a position.

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

2106.83 Bonus Days

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

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

BONUS DAYS-CANCELLATION TABLE

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

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

BONUS DAYS-CANCELLATION TABLE

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

2106.84 AFSCME Care Plan

The parties agree that the AFSCME Care Plan will consist of the following:

- (1) Life insurance
- (2) Hearing aid
- (3) Vision care II

The cost of this plan shall be borne by the City, provided that the total cost shall not exceed twenty dollars (\$20.00) per employee per month during the life of this agreement.

2106.85 Hospitalization-Prescriptive Drug-Dental Insurance

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

1) Coverage shall be provided to each employee, each employee's spouse and all unmarried dependent members of the employee's family to age twenty-three (23) or as otherwise provided by state or federal law. Spouses who are both employed by the City must jointly elect only one coverage. A new election may occur after an open enrollment due to circumstances such as layoff or other separation of one of the spouses, death, or divorce. Spouses who are both employed that have dependents from prior marriages for whose hospitalization coverage they are responsible shall be exempt from

this joint election requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

six dollars (\$166) per month.

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

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

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

- 1) Enhanced managed care, such as pre-certification, concurrent review, and utilization review;
- 2) Changed coverage or benefits, such as increased deductibles, limitations on coverage, and contributions from employees;
- 3) Increased claims control, such as coordination of benefits, subrogation, worker's compensation deferral, patient audits, and claims audits;
- 4) Alternate delivery systems, such as preferred provider organizations for specific benefits and direct provider negotiations; and,
- 5) Development of a participative employee plan by which employees will be encouraged to contain costs, audit bills, correct lifestyles, maintain wellness, and undertake other cost saving measures.

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

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

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

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

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

- 1) well baby care limited to routine examinations and immunizations for an infant until the infant's 1st birthday;
- 2) pap tests as well as office fee will be paid in full once every twelve (12) months;
- 3) office visits for routine wellness services and treatment of illness or injury rendered in the physician's office, including physical examinations and family planning shall be subject to a ten dollar (\$10.00) co-payment, which shall be counted toward the individual's major medical deductible;

Fees that the physician charges for the services under paragraphs (1), (2), and (3) shall be paid on the same basis as other covered services (e.g. usual, customary, and reasonable). Payment for services under Part (g)(1) and (3) will be made for the first one hundred twenty-five dollars (\$125) per single contract or three hundred dollars (\$300) per family per calendar year collectively for well baby care (after the federally specified limits have been met) and for office visits. The ten dollar (\$10.00) office visit co-pay shall not be counted toward the \$125/300 limits. After deductibles are reached, payment shall then be under the major medical plan; provided, however, that the bill shall be reduced by the ten dollar (\$10.00) office visit co-pay before the 80%/20% co-payment formula is applied.

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

Type A Services: Preventative 100%

Type B Services: Major and minor restorative 80%

Type C Services: Orthodontia 60%

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

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

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

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

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

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

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

K) A reopener over the terms of this section may occur upon ten (10) days notice by the City if the City's percentage rise in medical services costs in the year 2000 is more than seven percent (7%) greater than the industry actuarial trend for Northwest Ohio. The base cost for this purpose will be the average annual full-time equivalent employee cost for medical services for the combined calendar years 1998 and 1999. In calculating the City's percentage rise, claims for an individual that total more than \$25,000 shall be excluded from consideration from both the base cost and the year 2000 cost. If agreement cannot be reached within thirty (30) days after commencement of the reopener, the parties shall select an arbitrator using the selection procedure set forth in Section 2106.18, "Definition and Grievance Procedure". The arbitrator shall conduct a hearing and render a decision following the provisions of the Ohio Public Employee Collective Bargaining Law at Section 4117.14(G), notwithstanding the provisions of 4117.14(D)(1).

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

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

2106.86 Public Employees Retirement System of Ohio

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

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

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

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

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

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

G) Employees who are promoted into positions in this bargaining unit and who were hired or reinstated after January 1, 2009, shall be required to pay the entire employee share of their pension and, furthermore, shall not receive the lump sum payments contained in this section.

H) Except for the one time lump sum payment of one thousand two hundred fifty dollars (\$1,250) to affected employees, employees that are eligible to have the City pick up a percentage of their employee share of pension are prohibited from

receiving the payment specified in paragraphs C) through E) directly. The payments will be to employees' individual P.E.R.S. accounts.

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

2106.87 Safety Shoes and Glasses

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

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

2106.88 Vacation

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

<i>Amount of Service During Previous Year Through December 31</i>	<i>Vacation</i>
<i>Amount of Service During Previous Year Through December 31</i>	<i>Vacation</i>
Less than 1 full calendar year	.916 days for each full month
After 1 full calendar year	2 weeks
After 7 full calendar years	3 weeks
After 14 full calendar years	4 weeks
After 21 full calendar years	5 weeks
After 25 full calendar years	6 weeks

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

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

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

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

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

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

2106.89 Paid Holidays

A) All regular City employees who have completed their probationary period shall be entitled to fifteen (15) paid holidays

as set forth below. To be entitled to receive pay for the holidays the employee shall have worked or be on a compensated day off on the day before and the day after the holiday.

Effective June 1, 1988

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

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

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

2106.90 Funeral Pay

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

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

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

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

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

D) One (1) day of funeral pay shall be granted to attend the funeral of the employee's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law, spouse's grandmother, spouse's grandfather, if such funeral occurs on a regular work day and if such employee was scheduled to work that day.

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

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

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

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

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

2106.91 Jury Duty/Subpoena Rights

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

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

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

D) Employees who are subpoenaed or are otherwise required to serve as a witness under any of the circumstances specified below before any and all State of Ohio and/or Federal Administrative tribunal(s) or Court(s) of Law, "shall suffer no

loss in time or pay". Hours served herein shall be computed as though the employee was at work and shall not discredit for purposes of overtime and premium pay.

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

2106.92 Unemployment Compensation

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

2106.93 Educational Reimbursement

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

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

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

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

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

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

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

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

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

2106.94 Base Annual Salaries

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

	NO LONGEVITY		LONGEVITY	
	(Post July 1, 1982 hires)			
SALARY	START	FULL	START	FULL
GROUP	RATE	RATE	RATE	RATE
1	12.270	13.631	12.957	14.317
2	12.967	14.410	13.655	15.096
3	13.782	15.319	14.470	16.005
4	14.657	16.287	15.343	16.976
5	15.650	17.389	16.331	18.072

6	16.876	18.747	17.629	19.502
7	18.214	20.251	19.071	21.095
8	19.788	21.986	20.758	22.957
9	20.500	24.116	21.557	25.175
10	21.569	25.376	22.713	26.521
11	22.789	26.805	24.022	28.042
12	24.180	28.449	25.510	29.779
13	25.783	30.335	27.248	31.797
14	27.627	32.502	29.251	34.126
15	29.735	38.545	31.429	40.243

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

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

D) An employee who is promoted or who works above his classification will receive the Starting Rate of the class to which the employee has been promoted unless the Starting Rate of the new classification is less than four percent (4%) greater than the rate the employee was earning in his regular classification. If the Starting Rate of the new classification is not at least four percent (4%) greater than the rate the employee was earning in his regular classification, then the employee shall receive the full rate of the new classification. When an employee falls into a pay status that reflects less than one (1) cent, between the start rate and the full rate, then the City shall pay the full rate of pay. The Mayor may decide to pay a promoted employee at the full rate of pay that is applicable, provided that such decisions shall not establish a precedent or practice. Promoted employees at the Starting Rate will remain at the rate for one thousand forty (1,040) actual work hours after their appointment.

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

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

2106.95 Shift Premium

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

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

2106.96 Saturday/Sunday Shifts; Holiday Pay

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

2106.97 Hazard Pay

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

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

2106.98 Meal Allowances

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

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

2106.99 Longevity Pay

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

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

2106.100 Travel Allowance

A) All City employees who are requested to use their private motor vehicles on City business shall be compensated at the rate per mile which may be deducted from the employee's Federal Income Tax without having to itemize specific expenditures as established by the Internal Revenue Service letter. When an employee has had a City car assigned then they shall not have the City car reassigned and be requested to use their personal car on City business for periods of less than one week.

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

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

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

2106.101 Professional Development Allowance

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

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

2106.102 Termination and Severance Pay

Employees Hired On Or Before May 31, 2012

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

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

Entitled to 2 wks - $.916 \times$ the number of months worked

Entitled to 3 wks - $1.333 \times$ the number of months worked

Entitled to 4 wks - $1.750 \times$ the number of months worked

Entitled to 5 wks - $2.166 \times$ the number of months worked

Entitled to 6 wks - $2.583 \times$ the number of months worked

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

June 30, he or she shall receive pay for two discretionary holidays.

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

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

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

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

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

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

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

Employees Hired on or After June 1, 2012

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

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

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

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

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

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

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

B) Payment for unused sick leave

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

If the employee has terminated their employment with the City other than by death as the direct result of injuries sustained in the course of employment with the City, and has twenty-one (21) or more consecutive years of service with the City, the employee shall receive severance pay for unused sick time in accordance with the provisions of Section 2106.78, "Accumulation of Sick Days", subject to the following limits: unused sick leave will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the first four hundred eighty (480) hours and fifty percent (50%) of salary for the next four hundred eighty (480) hours for a maximum of nine hundred sixty (960) hours.

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

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

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

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

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

2106.103 Successors and Assignees

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

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

2106.104 Savings Clause

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

B) It is the further intent of the parties that should any article or section of this agreement be held invalid, illegal or unenforceable and inoperative, that section or article shall be renegotiated in an attempt to provide validity, legality and operativeness or acceptability to such section or article.

2106.105 Uniform Maintenance Allowance

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

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

- Payable in July, 2012 \$250
- Payable in July, 2013 \$250
- Payable in July, 2014 \$250

2106.106 Leave Donation Program

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

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

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

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

- 1) Have completed his or her probationary period; and
- 2) Have no sick leave, vacation leave, or compensatory time available for use; and
- 3) Not be receiving any other disability related benefit such as worker's compensation; and
- 4) Be absent for a period of at least ten (10) consecutive work days for a serious illness of the employee or a member of their immediate family.

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

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

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

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

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

2106.107 Mid-Term Bargaining

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

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

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

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

2106.108 Termination

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

Toledo City Employees - AFSCME Local 7 (Communications Operators)

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- 2115.129 Termination.**

(Ord. 79-08)

RECOGNITION

2115.01 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 2115.02, "Classifications", herein, and as certified by the State Employment Relations Board in Case No. 97-REP-10- 0276, but excluding all management level employees, supervisors, and all other employees of the City of Toledo. The Union is recognized as the bargaining agency for the purpose of establishing wages, hours of work, handling of grievances and all other 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.

2115.02 Classifications

This Bargaining Unit shall consist of two classifications: Communications Operator and Senior Communications Operator. The Communications Operator classification has been assigned to salary group seven (7) and the Senior Communications Operator has been assigned to salary group (8). Individuals in this Bargaining Unit shall be paid in accordance with "Wage Rates" Section 2115.113.

2115.03 Nonrepresentation-Probationary Period

Employees in classifications set forth in Section 2115.02 "Classifications" shall be represented by the Union once they have satisfactorily completed one hundred sixty (160) actual work hours of their original probationary period as set forth in Section 2115.36 "Probationary Period"; except representation shall not be provided in matters relative to retention, discipline, or removal until satisfactory completion of the full probationary period.

2115.04 Collective Agreements

The City shall not negotiate nor make any collective bargaining agreement or contract with any of the employees working in classifications covered herein individually or collectively. Any agreements entered into between the City and employees covered herein shall be through the President of the Local or representative(s) authorized by the President of the Local. Any other agreements shall be of no effect. All side agreements and memoranda of understanding shall be signed by the President of the Local and a responsible steward for the unit.

2115.05 Listing of New Employees

The City agrees to furnish the Union at no cost, on a monthly basis, a list of new employees, retirees, disability, and terminations indicating the employee's name, address, date of hire, classification, department and social security number. 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.

2115.06 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 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.

2115.07 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 this Bargaining Unit employee shall cease upon such notification of satisfactory completion of such probationary period.

2115.08 Credit Union/Direct Deposit

Given written authorization, the City agrees to make a payroll deduction 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.

2115.09 Savings Bonds and United Way

The City agrees to deduct from employees giving written authorization any monies for the U.S. Savings Bond, United Way and Community Shares Programs and remit such withholdings to the proper authorities.

2115.10 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.

2115.11 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 MANAGEMENT RIGHTS

2115.12 Nondiscrimination 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. The failure of the City to apply the provisions herein without discrimination, when brought to the attention of the Union, shall be subject to the provisions of the Grievance Procedure.

(b) Particularly, it is the express intent that this 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 policy against sexual harassment as set forth in Administrative Policy and Procedure #34, Sexual Harassment, 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 employ ee(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.

2115.13 Management Rights

Nothing in this Agreement shall be construed as delegating to others 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, and organizational structure;

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

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

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

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

(6) Determine the adequacy of the work force;

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

(8) Effectively manage the work force;

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

REPRESENTATION

2115.14 Union Stewards

The Union shall be represented by a reasonable number of Union Stewards and Alternates in each of the Communications Bureaus, as well as one of the three (3) current Local 7 Divisional Stewards, and shall furnish their names to the Department of Human Resources and the appropriate Department and Division Heads.

2115.15 Union Release Time/Labor Management

(a) The Stewards and/or Officers shall be permitted reasonable time during working hours to investigate and process grievances raised by Bargaining Unit members and to represent members in disciplinary actions brought by management. Stewards and officers shall be permitted to leave their regular work area to investigate or process a grievance or provide representation in disciplinary matters, provided, however, that no more than two representatives, apart from those on full-time release, shall be released for any given matter unless otherwise agreed by the Division Head. The Stewards and officers shall notify their immediate supervisors that they are leaving their jobs to handle a problem and shall report when returning to work utilizing the designated form.

Union officers shall also be permitted reasonable time to conduct other necessary Union business during working hours.

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

Current practice will not be used as a standard of interpretation in the administration of this section.

(b) Labor-Management Meetings.

Labor-management meetings shall be scheduled at a mutually agreed upon time and date. They shall be held upon request of either party within a reasonable time period to discuss problems and/or matters of mutual concern. The subject(s) of the meeting will be provided at the time of the request.

The Union shall have representatives (stewards) from the affected department and shifts present, in addition, the Local President, Chief Steward and/or divisional steward may be present. The City may have individuals attend necessary to a resolution or discussion of the topic. Stewards attending the labor-management meeting will have their shifts adjusted accordingly if they are on opposing shifts to the date and time of the meeting. Any time adjustment for the stewards will be made that work day.

An agenda will be furnished by the party requesting the meeting at least three (3) work days in advance of the scheduled meeting by the party requesting the meeting.

Union representatives of the Labor-Management Committee shall not suffer loss in pay for attendance at such meetings provided by this article. However, such meetings which extend the work day shall be on non-paid time.

Within fifteen (15) work days from the date of the any labor- management meeting, management or the Union shall respond either orally or in writing to the other party on any issues which require an answer.

Agreements reached through labor-management meetings shall be implemented as quickly as possible by both parties.

Labor-Management meetings are not an extension of the collective bargaining agreement between the parties. (Cannot change terms of the labor agreement.)

The Union reserves the right to grieve issues discussed at labor-management meetings, if said issues are specifically part of the existing collective bargaining agreement. The City reserves the right to provide information at labor-management meetings without any legal/contractual duty to arrive at an agreement with the Union.

2115.16 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 disciplinaries, 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.

2115.17 Unit Meeting

A monthly meeting may be held with Local 7 bargaining unit employees in each work unit to discuss topics of mutual concern to all. Due to the unique nature of the work performed by Communications Operators, monthly meetings will be scheduled at times other than assigned working hours, so as not to disrupt the functions of the Communications Operation which are vital to the preservation of public safety.

NO STRIKE - NO LOCKOUT

2115.18 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. 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; 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.

2115.19 Stewards - No Authority

The Union Steward and/or the Alternate Steward have no authority to take any action interrupting the City's operation.

2115.20 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 PROCEDURE

2115.21 Intent

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to effect the resolution of grievances at the earliest step possible. Grievance awards that specify the individual(s) to be paid and the amount shall be issued by the next full pay period after the award date. An award may be made in compensatory time at the employees discretion if so specified in the grievance.

2115.22 Grievance Procedure

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

(b) Definitions. Disputes involving interpretation, application, or enforcement of the terms of this agreement shall constitute a grievance under the provisions set forth herein.

For the purpose of this section, the term "days" is 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 supervisor within seven (7) working days after the existence of the dispute is known to the employee. The responsible supervisor may respond within seven (7) workdays of the discussion. If the responsible supervisor fails to respond in the time frame allowed, the employee has the right to proceed to Step Two. Each operational unit will designate in writing to the Steward and Chief Steward the position(s) to whom grievances are to be presented at this step. Once designated by the operational unit, 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. So long as the grievance is presented to the designated operational unit representative in a timely manner the grievance will be considered timely.

When the dispute is resolved at the operational unit level, the responsible supervisor and the Union representative shall reduce the grievance and answer to writing within five (5) working days. Both the responsible supervisor 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 and submit it to the chief of the department 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 section of the contract at issue, how the section has been violated, and when the violation occurred. The chief or the designee thereof may at his option conduct a hearing on the grievance. If so, the hearing will be scheduled within ten (10) workdays with a decision required in ten (10) workdays following the day of the hearing. If there is no hearing, a decision shall be issued within ten (10) workdays 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 be submitted in writing to the Department of Human Resources within ten (10) work days of the decision in Step 2. The assigned hearing officer shall contact the Union's Chief Steward within ten (10) workdays 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) workdays thereafter, except where the parties have agreed to forego a hearing. If no hearing is set, a decision shall be issued within ten (10) workdays of the agreement to forego a hearing. A copy of the decision shall be submitted to the Union hall, employee's steward, divisional steward and the employee. The failure to submit a copy to any party except to the Union hall, or the failure to do so in a timely fashion, except to the Union hall, shall not constitute a violation of Section 2115.25, "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 has the authority to attempt settlement with the City at any step of the procedure and any settlement reached shall be binding upon all parties.

2115.23 Arbitration

(a) If it is the decision of the Union to submit the grievance to arbitration, then the Union shall notify the Department of Human Resources in writing within fifteen (15) workdays after the final answer of the City has been received by the Union. All such appeals shall be submitted to the Labor Management Forum under paragraph B unless the parties mutually agree otherwise.

Within seven (7) calendar days after this notification, the Union or the City shall provide written notification to the other if the use of expedited arbitration under Section 2115.24 is desired. The parties will confer within seven (7) calendar 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.

(b) Two (2) representatives from the Union and two (2) from the City shall meet on a bi-monthly basis to discuss grievances appealed to arbitration since their last session and any other matters mutually agreed upon. Where more than two (2) representatives are needed to effectively deal with items on the agenda, up to two (2) more may attend from each side provided two (2) days advance notice is supplied of this need. The meetings shall serve as a forum for discussing the potential for resolving pending disputes. Information exchanged or positions taken may not serve as admissions in any later

arbitrations or other legal proceedings.

Grievances not resolved in the forum may by mutual agreement still be submitted to Expedited Arbitration under Section 2115.24, or may be submitted by the Union to binding arbitration pursuant to part (c) of this section. The Union must confirm in writing within thirty (30) calendar days from the date of this labor-management forum that the grievance will proceed to arbitration; otherwise, the grievance will be considered as resolved based on the City's answer to the grievance.

(c) A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS) or another mutually agreed source. Unless otherwise agreed, any list from FMCS shall be requested from the Northern Ohio and Michigan Sub Regions. After receipt of the list, either party may submit a written request to the non-moving party to strike a panel. The City and the Union shall alternately strike one (1) name from the list. The side to strike the first name shall be chosen by lot. If the non-moving party fails to strike the panel within twenty (20) workdays of receipt of the written request, then the moving party has the right to submit its preference in accordance with federal FMCS policies. The non-moving party shall have fourteen (14) calendar days to respond to the moving party's preference.

(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.

2115.24 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 2115.64, "Work Schedules"), the excessive cost question under Subcontracting (Section 2115.122), the duty to bargain under general work rules, or the reasonableness issue involving new Policies, Procedures, and Regulations (Section 2115.121 (d)).

2115.25 Failure to Answer or Appeal

In the event that the City fails to answer a grievance within the time required at any step of the grievance procedure or if the Union fails to appeal the answer given to the next step of the grievance procedure within the time allowed, then the grievance will be considered settled against the side which defaulted. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievances. Time limits may be extended by mutual agreement.

DISCIPLINARY PROCEDURE

2115.26 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 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 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 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 2115.27, "Procedure", is held and a determination thereunder rendered. Said full hearing need not be scheduled within the time parameters provided under Section 2115.27, "Procedure"; rather, it shall be at the call of the hearing officer.

2115.27 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 at the job site and a copy delivered to the local Union President's office. Delivery to the employee shall be deemed to have occurred if the charges are hand-delivered, or in the event that hand-delivery fails, placed in the U.S. mail. Delivery at the employee's home will be utilized as a last resort - normally where time is of the essence. Delivery to the local Union President's office shall be deemed to have occurred if the charges are hand-delivered, 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.

The local Union President or Chief Steward shall be notified when an investigation begins that could lead to an infraction. In no case shall the notification be more than five (5) work days (M-F not including holidays) after the Bureau's knowledge. This notification cannot be brought up at the disciplinary hearing as an issue of failing to follow procedure.

Charges must be brought within fifteen (15) workdays (Monday through Friday, except holidays) of the Bureau notifying the Union that an investigation has begun. If the Bureau needs more time to investigate, they can request an extension in writing from the Union. However, charges must be brought within thirty (30) working days (M-F not including weekends and holidays) from the date of the incident that may lead to an infraction after the thirty (30) workday time period, the time periods under this section will start from the Bureau's verifiable knowledge of the incident. 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) work days (Monday through Friday) 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, Division or Department Head then it shall be held within five (5) work 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. 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 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) work days (Monday through Friday) following the closing of the hearing.

(f) In appropriate cases, referral to the Employee Assistance Program may be considered pursuant to the provisions of Section 2115.35, "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) workdays 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) workdays. 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 vacation and/or compensatory time pending the Mayor's decision.

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

Section 2115.30 or the Advanced Disciplinary Procedure in Section 2115.31 or, when applicable, policies and/or Memoranda of Understanding regarding D.O.T. drug and alcohol procedures, and only those penalties agreed upon by the parties or imposed by the Hearing Officer except as otherwise provided by this agreement.

2115.28 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 Section 2115.21, "Intent", through Section 2115.25, "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 or verbal warning shall be subject to the grievance procedure commencing at the operational level. An appeal of the decision may be submitted to the Department of Human Resources whose decision will be final and binding on the parties.

2115.29 Verbal Warning

When an employee is to be given a verbal warning, 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, subject to the provisions of Section 2115.32, "Clearing of Employee's Record", herein.

2115.30 Progressive Disciplinary Procedures

In order to insure that all employees are treated fairly, the following standard procedure for imposing disciplinary action on employees guilty of minor infractions shall be followed. This procedure shall apply to all disciplinary infractions except theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during work hours, physical violence, offenses involving gross misconduct, or gross insubordination.

Level A

Reprimand

Step One:

An employee who commits a minor infraction within twelve (12) months of issuance of a verbal warning shall be given a written reprimand and be placed in Step One of this procedure. Reprimands shall be discussed with the employee privately. The Union steward shall be present and informed so that the Union can be afforded an opportunity to discuss the matter with the employee. A copy of the reprimand will be furnished to the Department of Human Resources, the Union Steward and the Union office.

Level B

Suspension

Step Two: Suspension--one to ten days

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

Step Three: Suspension--eleven to twenty days

An employee found guilty of another minor infraction within sixteen (16) months thereafter shall be suspended without pay for from eleven (11) to twenty (20) work days, depending upon the investigation of the cause of the rule infraction, the employee's work record and the seriousness of the infraction.

Level C

Discharge

Step Four: An employee found guilty of another minor infraction within twenty-one (21) months thereafter may be discharged.

The designee of the City shall have the final say as to the severity of the penalty to be imposed as long as the penalty does not exceed the above procedure. The hearing officer may in his/her discretion order repetition of a prior penalty rather than advancement to the next penalty level.

2115.31 Advanced Disciplinary Procedure

With regard to the major offenses of theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during working hours, the use of alcoholic beverages or abusive drugs during working hours, physical violence, offenses involving gross misconduct, or gross insubordination, the employee is subject to advanced disciplinary

action as deemed appropriate by management, rather than the Progressive Disciplinary Procedure established under Section 2115.30, "Progressive Disciplinary Procedures". The disciplinary action shall also place the employee at the equivalent level in the Progressive Disciplinary Procedure.

2115.32 Clearing of Employee's Record

Verbal and written reprimands shall be removed from an employee's record after one (1) year from the date of the disciplinary finding provided that no minor infractions occur in the interim.

Employees found guilty of minor infractions and placed in Step 2 of the Progressive Disciplinary Procedure shall have the record removed if no minor or major infractions occur within an eighteen (18) month period thereafter.

Employees found guilty of minor infractions and placed in Step 3 of the Progressive Disciplinary Procedure shall have the record removed if no minor or major infractions occur within a twenty- four (24) month period thereafter.

Major infractions shall be removed from an employee's record after three (3) years from the date of the disciplinary finding provided no other major or minor infraction occurs in the interim.

Records of expunged disciplinary actions shall be removed from the employee's personnel records and shall not be used as a basis for future disciplinary actions, or used as a basis for denial of a transfer, demotion or promotional opportunity, except employees placed at Step 3 or higher may continue to have the discipline considered for promotional purposes for a period of one (1) year after its removal. An employee has a right to review his/her disciplinary file in their department and at the Department of Human Resources level on an annual basis.

A schedule of records retention and disposition shall be created consistent with the above time frames and submitted for approval to the appropriate authorities. Upon approval of the schedule, expunged disciplinary records will be destroyed. The City may maintain a statistical record showing numbers, type, and levels of discipline and a statistical profile of employees disciplined, but shall not maintain any records identifying individual employees beyond the specified periods.

Reprimands may be removed after five (5) months from the date of the reprimand at the discretion of the Communications Captain. Employees requesting removal shall submit a written request to the Captain.

2115.33 Counseling Employees

Counseling is intended to be used as a corrective, rather than a punitive, measure and should be used to call attention to proper procedures, performance and expectations. When it becomes necessary for a supervisor to counsel an employee, it shall be done in private in a manner which will not cause embarrassment to the employee. This shall normally occur within ten (10) work days of the offense.

Counseling records shall be removed after nine (9) months from their issuance and destroyed in accordance with the provisions of Section 2115.32, "Clearing of Employee's Record".

2115.34 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.

2115.35 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

2115.36 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 2115.02, "Classifications", shall be probationary employees for a period of one thousand five hundred and sixty (1,560) actual hours worked after successful completion of on the job training. Said employees shall not receive any fringe benefits during the initial one hundred and sixty (160) actual work hours of employment, but shall be entitled to full fringe benefits thereafter.

2115.37 Performance Appraisal Systems and Incentive Plans

A performance appraisal system for individual employees may be adopted or continued and instituted by the City in cooperation with Local 7. The system's use in rewarding exemplary performance and determining training needs shall be initiated by mutual agreement with Local 7 by a committee consisting of up to six (6) members (3 City, 3 Local 7), at least one of which from the affected unit.

The performance appraisal system shall include a measurement instrument, mutually agreed to by the City and the Union, including the establishment of performance goals to be agreed upon by the employee and the supervisor. The system shall include training in proper evaluation techniques for both employee and supervisor.

Following the development of the system and employee training, a trial period, not to exceed six (6) months, shall be used to evaluate the effectiveness of the performance evaluation system. Data from the trial period will be used to evaluate methods of improving the system.

After the trial period and the evaluation of the pilot performance appraisal system, the modified system may be replicated in other divisions by mutual agreement of the City and the Union.

2115.38 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.

2115.39 Unit Seniority

Unit Seniority shall mean seniority in a classification within the unit and shall be used for preference of vacations, bonus vacations, holidays, shift selection for non-probationary employees, use of compensatory time and placement on the overtime rotating list and bidding vacancies on shifts in accordance with recognized Divisional Agreements. Where a Divisional Agreement specifies bid rights, those provisions will control over the assignment of work. Unit seniority shall also be used for purposes of alternate and provisional appointments as provided in Sections 2115.54, "Alternates", and 2115.49(c), "Promotions". "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 and be incorporated into the Divisional Agreements.

It is the intent of the parties that job tasks will be rotated on each shift as equitably as possible.

2115.40 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.

2115.41 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.

2115.42 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 part (b).

(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 the difference between the employee's regular rate of pay and the pay the employee receives from the military service for such period for up to thirty-one (31) calendar days in any calendar year. This pay is not for the purposes of attending monthly organizational or training meetings in a reserve unit.

2115.43 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 duration, 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 determine if the employee will be able to return to their classification.

2115.44 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 Section 2115.27, "Procedure", (g) or Section 2115.28, "Appeal".

2115.45 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) No bumping into the Police or Fire Communications Sections unless the employee meets the preferred qualifications as outlined in the Class Specification for Communications Operator.

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

(1) First. Employees will be offered funded vacant positions within the Local 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.

(d) 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.

(e) In the interest of public safety, no more than 5% of the Local 7 employees in the Police and Fire Communications Sections, respectively, may be bumped under the provisions of this article. Laid off employees who displace into a salary group/classification different than their permanent classification will serve a sixty (60) work day demonstration period following completion of training; if found unsatisfactory during this sixty (60) work day period, the employee will prospectively displace from the original permanent classification.

(f) 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.

(g) 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 2115.113, "Base Annual Salaries") for lateral movement through this layoff procedure.

2115.46 Vacancies

(a) In the event an existing bargaining unit position becomes vacant, it shall be filled in accordance with the following priorities.

(1) Recall of permanent employees within the bargaining unit first who are laid off or displaced in accordance with recall procedure as set forth in 2115.47, "Recall Procedure".

(2) Reappointment of employees within the bargaining unit first employees reclassified to a lower level as set forth in 2115.48, "Reappointment".

(3) Promotion of employees within the bargaining unit as set forth in 2115.49, "Promotions".

(4) Transfer of employees within the bargaining unit first as set forth in 2115.50, "Transfers".

(5) Voluntary Demotion of employees within the bargaining unit first as set forth in 2115.51, "Voluntary Demotion".

(6) Reinstatement of permanent employees within the bargaining unit in conformance with the procedure set forth in 2115.53, "Reinstatement".

(7) Current Local 7 employees, in another Bargaining Unit, who meet the preferred qualifications as outlined in the Class Specification for Communications Operator, in order of preference outlined in Section 2115.46, "Vacancies", of the Local 7 contract.

(8) Non Local 7 employees, including new hires, who meet the preferred qualifications as outlined in the Class Specification for Communications Operator.

(9) Local 7 employees from outside the Bargaining Unit who do not meet the preferred qualifications as outlined in the

Class Specification for Communications Operator.

(10) New hires who do not meet the preferred qualifications as outlined in the Class Specification for Communications Operator.

(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.

2115.47 Recall Procedure

(a) No employee shall be recalled into this unit unless the employee meets the preferred qualifications as outlined in the Class Specification for Communications Operator.

(b) 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.

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

(d) 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.

(e) 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.

(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) work days will result in the City recalling the next most appropriate employee.

2115.48 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.

No employee shall receive a re-appointment into this Bargaining Unit unless the employee meets the preferred qualifications as outlined in the Class Specification for Communications Operator.

2115.49 Promotions

(a) Local 7 members shall be allowed to promote into this Bargaining Unit provided they meet the preferred qualifications as outlined in the Class Specification for Communications Operator. In the event no one meets the preferred qualifications, then preference shall be given to Local 7 employees in accordance with Section 2115.46, "Vacancies".

(b) Provisional Listings

(1) The employee who is determined most qualified to do the work from among the three (3) most senior qualified employees willing to accept the position in the next lower classification in the unit shall have the right to be appointed provisionally to that position. If there are not at least three (3) eligible employees within the immediate lower classification, then the most senior qualified employee(s) from the next lower classification in the unit shall be included for consideration to

provide for selection from among three (3) candidates. If there are no eligible employees within the immediate lower classification below the vacancy in the unit, then the employee(s) determined most qualified to do the work from among the three (3) most senior employees willing to accept the position in the next lower classification(s) shall have the right to be appointed provisionally to that position and so forth until there are not at least three (3) within that unit eligible for appointment.

(2) If there are not three (3) eligible employees within that unit, then the employee(s) with the most classification seniority from the next lower classification in the division who are qualified and willing to accept the appointment shall be included for consideration for selection from among three (3) candidates. So long as one of the candidates is from within the unit in which the vacancy exists, unit seniority shall be the seniority used. If there are no employees qualified and willing to accept the position from within the unit, then the employee who is determined most qualified from among the three (3) employees with the most classification seniority within that Division who are qualified and willing to accept the position, in the next lower classification, shall have the right to be appointed provisionally to that position. If there are not at least three (3) eligible employees within the immediate lower classification, then the most senior employee(s) qualified and willing to accept the position from the next lower classification within the division shall be included for consideration to provide for selection from among three (3) candidates and so forth until there are not at least three (3) employees within that Division eligible for appointment.

(3) If no employee is selected within the Division, the Commissioner of the Division shall notify the Department of Human Resources office of the vacancy. The Department of Human Resources office shall send a notice of the vacancy to all Divisions and to all Union Stewards. The notice shall be posted in all work units. Employees shall have five (5) work days to submit an application to be considered for the position. These requests shall be filed with the Department of Human Resources. The qualifications of the applicants shall be determined by the Selection & Evaluation Section. The Department of Human Resources shall submit the list of qualified applicants to the Commissioner of the Division where the vacancy exists. The Commissioner of that Division shall appoint from this list to fill the vacancy provisionally.

(4) When an employee is appointed on a provisional basis, said employee shall become a permanent appointee in the classified service at the conclusion of the employee's promotion probationary period.

(c) 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.

(d) 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.

(4) For purposes of selection to Local 2058 bargaining unit positions, "unit" as used in this section shall be the applicable Local 2058 work unit.

(e) 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.

(f) 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.

(g) 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.

2115.50 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. 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) Local 7 members shall be allowed to transfer into this Bargaining Unit provided they meet the preferred qualifications as outlined in the Class Specification for Communications Operator. In the event no one meets the preferred qualifications, then preference shall be given to Local 7 members in accordance with Section 2115.46, "Vacancies".

(c) 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.

(d) 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 three (3) years of service after the appropriate probationary period to be eligible for a transfer within the Communications Unit to include Police and Fire.

(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 2115.46 "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 Bargaining Unit 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.

(4) The employee must have completed one (1) year of service after the appropriate probationary period for a transfer outside of the Communications Unit.

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.

(e) An employee transferred to a position in the same classification as provided herein, shall be probationary for a period of four hundred eighty hours (480) actual work hours after successful completion of on the job training. If the employee transfers to a position in a different classification, the employee shall be probationary for a period of nine hundred and sixty hours (960) actual work hours, after successful completion of on the job training. 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.

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

(g) 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.

(h) 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.

2115.51 Voluntary Demotions

(a) Local 7 members shall be allowed to take a voluntary demotion into this Bargaining Unit provided they meet the preferred qualifications as outlined in the Class Specification for Communications Operator. In the event no one meets the preferred qualifications, then preference shall be given to Local 7 employees in accordance with Section 2115.46, "Vacancies".

(b) 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.

(c) The voluntary demotion 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 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 2115.46, "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 Bargaining Unit employees have been exhausted.

(d) An employee voluntarily demoted as provided herein, shall be probationary for a period of four hundred and eight (480) actual work hours, after completion of on the job training. 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 voluntary demotion requests unless the Transfer Board agrees to specific priority adjustments for the good of the service.

(g) 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.

2115.52 Probationary Period - Extension

If an employee in the probationary period established in Section 2115.49, "Promotions", Section 2115.50, "Transfers", and Section 2115.51, "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.

2115.53 Reinstatement

Any permanent employee of the City of Toledo 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.

2115.54 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 and credit as prescribed by the education and training program.

(b) The employee within the unit standing highest on the competitive eligible list for the classification that is to be filled alternately shall have the right to be temporarily assigned. If there is no employee within that unit on the competitive eligible list, then the temporary assignment shall be given to the employee from within that Division standing highest on the eligible list. In the case of a noncompetitive list, it shall be the most senior employee within the unit or Division on said list for Local 7 positions and one of the three (3) most senior for Local 2058 positions. If there is no employee within that Division, then the following procedure shall be used.

(c) For alternate appointments to Local 7 positions, the employee with the most unit seniority in the next lower classification within that unit with the demonstrated ability to perform the work of the classification, shall have the right to be temporarily assigned to the position until an eligibility list is established. The employee will be presumed to have the demonstrated ability to perform in the classification for purposes of this section if the employee meets the minimum requirements for the position. If the employee does not meet the minimum requirements, the employee will still be appointed if they satisfactorily demonstrate to division management their ability to perform in the position. Said demonstration may be by way of a competency exam and/or a demonstration period. If there is no eligible employee willing to accept the appointment within the immediate lower classification, then the employee with the most unit seniority with the demonstrated ability to perform the work in the next lower classification within that unit shall have the right to be temporarily assigned to that position and so forth until no employee willing to accept the appointment within that unit is eligible for the temporary assignment.

If there is no eligible employee(s) willing to accept the appointment within that unit, the employee willing to accept the appointment with the most classification seniority with the demonstrated ability to perform the work within that Division, in the next lower classification, shall have the right to be temporarily assigned to that position until an eligibility list is established. If there are no eligible employees willing to accept the appointment within the immediate lower classification, the employee with the most classification seniority willing to accept the appointment and with the demonstrated ability to perform the work in the next lower classification shall have the right to be temporarily assigned to that position and so forth until no employee within that Division is eligible for the temporary assignment.

(d) For alternate appointments to Local 2058 positions:

(1) In the absence of an eligibility list, the employee who is determined most qualified to do the work from among the three (3) most senior employees willing to accept the position in the next lower classification in the unit shall have the right to be appointed alternately to that position. If there is no eligible employee within the immediate lower classification, the employee determined most qualified to do the work from among the three (3) most senior employees willing to accept the position in the next lower classification shall have the right to be appointed alternately to that position and so forth until there are no employees within that unit eligible for appointment.

(2) If there are no eligible employees within that unit, the employee who is determined most qualified from among the three (3) employees willing to accept the position with the most classification seniority within that Division, in the next lower classification, shall have the right to be appointed alternately to that position. If there is no eligible employee within the immediate lower classification, one of the three (3) employees willing to accept the position with the most classification seniority within the Division in the next lower classification, shall have the right to be appointed alternately to that position and so forth until no employees within that Division are eligible for appointment.

(3) In selecting alternate appointees, consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, and demonstrated ability to perform the job. Employees bypassed for selection more senior to the employee selected shall 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.

(4) For an employee to be qualified for consideration for appointment to a Local 2058 position under this section, the employee must meet the minimum requirements for the classification.

(e) The employee initially selected as the alternate shall continue to serve for the period that the division determines an alternate appointment is necessary, unless: the alternate is selected for an alternate appointment to a higher classification; or an employee with greater seniority returns who is qualified and interested.

(f) When an employee is worked as an alternate, the employee shall be paid at the alternate rate of the position worked for a single compensated day off, providing the employee worked in the alternate position for three (3) of the five (5) work days immediately preceding the single compensated day off. The employee shall be paid at the alternate rate of the position worked for more than a single compensated day off, providing the employee worked in the alternate position for six (6) of the ten (10) work days immediately preceding the compensated days off.

(g) For purposes of selection of alternates to serve in Local 2058 bargaining unit positions, "unit" as used in this section shall be the applicable Local 7 work unit.

(h) 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.

2115.55 Transfers of Lucas County E-911 Operators

The City shall recognize the service of former employees of the Lucas County E-911 that are hired into the position of Communications Operator with the City of Toledo prior to December 31, 1997, and shall recognize his or her continuous service date with the Lucas County E-911 for the purpose of determining vacation entitlement only.

LEAVE OF ABSENCE WITHOUT PAY

2115.56 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 2115.56, "Leave of Absence Without Pay", through 2115.63, "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.

2115.57 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 Chief or his designee without the necessity of preparing formal leave papers.

2115.58 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.

2115.59 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 2115.57, "Personal Leave – Up to Five (5) 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 2115.100(e), "Injury Pay", the City may fill that position after thirty (30) calendar days.

- (c) In no case shall a leave of absence be granted for a period of more than one (1) year, except as otherwise provided herein.
- (d) An employee on an approved leave of absence for more than thirty (30) 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.

2115.60 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 may be discharged provided the discharge will be subject to review under the grievance procedure provided herein.

2115.61 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 2115.56, "Leave of Absence Without Pay", through 2115.64, "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 2115.100, "Bonus Days", or on annual sick leave conversion as provided in Section 2115.94, "Accumulation and Payment of Sick Days".

2115.62 Sick or Injury Leave

When an employee who is sick or has been injured, and the employee has no sick days or injury pay left, and extended Sick or Injury Pay has not been granted, the employee may apply for a Leave Without Pay as provided in Section 2115.58, "Personal Leave from Six (6) to Thirty (30) Calendar Days", or Section 2115.59, "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, not to exceed two (2) years from the date the employee's sick pay or injury pay has been exhausted unless by mutual agreement this period is extended in writing.

2115.63 Employment by Bargaining Agent

Notwithstanding the provisions of Section 2115.58, "Personal Leave from Six (6) to Thirty (30) Calendar Days", or Section 2115.59, "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.

HOURS OF WORK AND OVERTIME

2115.64 Work Schedules

(a) Except for emergency situations and except as provided in Parts (b) and (c) of this section, work schedules in effect as of November 1, 1998 for the Police Operations and ten (10) months after Fire & Rescue becomes operational shall not be changed unless the changes are mutually agreed upon by both the City and the Union. Changes in scheduled days and start times shall not be proposed unless they are 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) If, under this Section, work schedule changes are proposed by the City, and the Union does not mutually agree to the proposed change within ten (10) work days, then the proposal of the City may be referred to binding arbitration at the request of the Department of Human Resources utilizing the expedited procedure set forth in Section 2115.24, "Expedited Labor Arbitration Rules". The Arbitrator shall review the proposed change to determine its reasonableness, including its impact on bargaining unit employees.

(1) In the event the Arbitrator finds that the proposed change is unreasonable, then the proposal will not be implemented.

(2) Where the proposal is found by the Arbitrator to be reasonable, it may then be implemented. When the decision is rendered in favor of the City, the Arbitrator shall have the authority to compensate for monetary losses to employees.

(c) Notwithstanding section (a) above the parties agree to review the work schedule on or before December 31, 1998. In the event the parties are unable to agree on a new schedule or continuation of the existing schedule, the manner will be referred to arbitration per (b) above.

2115.65 Starting/Quitting 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 2115.64, "Work Schedules". Work shifts shall consist of consecutive eight (8) hour days with a set starting and ending time.

The employee's workday shall be the regular scheduled work shift with a fixed starting and ending time. No employee shall leave his/her assigned post unless properly relieved or with permission from his/her supervisor.

In the event of a workday schedule change due to an emergency, no relief, or direct order from the supervisor, such change shall be only for the duration of the emergency, until properly relieved, or told by the supervisor to leave.

2115.66 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.

2115.67 Work Week

For purposes of the Fair Labor Standards Act (FLSA), the work period shall consist of five (5) eight (8) hour days within the seven (7) day work period established for the operational unit.

2115.68 Shift Work Schedules

Work schedules showing the employee's shift, work days and hours shall be posted by the 25th of the preceding month. A list of key/lead assignments for the start of the next year shall be posted by December 10th of each year.

2115.69 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.

2115.70 Breaks and Lunch Hour

Due to the unique characteristics of the work performed by Communications Operators, the City will comply with the Federal Labor Standards Act by providing a reasonable time for lunch and breaks based on operational needs.

It is further the intent of the parties to allow reasonable time between the regular shift and overtime for an employee to make arrangements necessary to work overtime.

The scheduling of breaks and lunch periods will be addressed in the divisional agreements.

2115.71 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.

Overtime shall be filled according to divisional agreements.

2115.72 Saturday/Sunday Overtime

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.

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.

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 (4) hours pay at the appropriate overtime rate shall be guaranteed to such employees.

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

2115.73 Holiday Overtime

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.

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.

2115.74 Overtime Guarantee

The overtime guarantee set forth herein shall not be applied to those situations where the employee is attending a pre-scheduled meeting; 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 hours pay at the appropriate overtime rate rather than the four (4) hours.

2115.75 Time Off - Shift Assignments/Training

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.

When there is a change in shift assignments for the next year, when there is mandatory training, there shall be no less

than eight (8) hours off between shifts.

2115.76 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 their original probationary period 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. The list shall be followed except as otherwise provided by Divisional Agreements and current practices. The overtime rotating list will be re-established annually at the beginning of the first shift, 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 incident requires overtime to be worked contiguous to the shift in order to complete or further the progress on such incident, then the employee who has been working the incident on his/her regular shift may be allowed to continue with the same incident 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 all overtime in a rolling ninety (90) day period, they may be removed from the overtime rotating list for thirty (30) days 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. Upon reinstatement the affected employee will be charged with one hour more than the maximum amount of overtime within their job classification on the overtime rotating list.

(d) An employee can be voluntarily removed from the overtime rotating list by submitting a written request to the Bureau Head. To be reinstated to the overtime rotating list an employee must submit a request in writing and will be charged with one (1) hour more than the maximum amount of overtime within their job classification on the overtime rotating list. This does not preclude an employee from being forced for overtime.

2115.77 Probationary Employees - Overtime

New employees shall not be eligible to work overtime until thirty (30) calendar days after they have been notified in writing that they can perform their work duties unassisted. When a new employee becomes eligible to work overtime, the employee shall be charged with the hours of the employee having the greatest amount of overtime hours in the appropriate unit of the Communications Bureau.

2115.78 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 eligible to work overtime thirty (30) calendar days after they have been notified in writing that they can perform their work duties unassisted.

(b) Employees who have been promoted, transferred or demoted shall be charged with the average amount of overtime hours in the appropriate unit of the Communications Bureau and shall be so placed on the overtime rotating list.

2115.79 Overtime Refusal

(a) When an employee refuses overtime and it is imperative that overtime be worked, a rolling forced overtime rotating list will be used. This list will be established by reverse seniority. Forced overtime will be filled by ordering the operator(s) who have the longest period of time from their last force. In case of a tie, the least senior operator(s) will be forced. This is a rolling list and will start over at the beginning of each calendar year, beginning first shift - January 1. Employees off on scheduled vacation days shall not be forced when other employees are available.

(b) An employee who has accepted overtime who cannot work the overtime must notify their department thirty (30) 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 2115.76, "Overtime Rotating List". This paragraph shall take effect thirty (30) days after distribution of the 2002 contract books.

(c) Emergency overtime is defined as a non-scheduled overtime situation which threatens the health and safety services of the citizens of Toledo. Issues involving emergency overtime regarding safety forces will be addressed in divisional agreements.

2115.80 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.

2115.81 Assignments - Inequality

At the time that overtime assignments are made known to the responsible steward or during the course of working the overtime, if errors in the application of the overtime rotating list become known to the 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 made whole for their loss. If overtime assignments are not made known to the responsible steward and a mistake is made, any affected employee shall be made whole for his loss. Under no circumstances will a steward's action regarding the above negate management's responsibility to make an employee whole for his loss.

2115.82 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. Payment will be made in a separate check.

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.

2115.83 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.

GENERAL PROVISIONS

2115.84 Injury at Work

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

2115.85 Provisions for Safety

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

(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.

2115.86 Excluded Employees

Employees excluded from this Title of the Code shall not perform work covered by the listed classifications and ordinarily assigned to employee(s) covered herein except during emergencies where all positions have to be monitored until help arrives.

Supervisory training on all communication equipment will be ongoing through the year.

This section does not preclude supervisors from relieving employees for breaks and lunches, nor is it intended to prevent supervisors from maintaining proficiencies in the various assignments and equipment throughout the year.

2115.87 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.

2115.88 Working Below Classification

No employee(s) shall be required to work below their classification(s) if there is an alternate available to fill the position. This section does not preclude members of a Local 7 crew or a team from agreeing to interchange functions in order to most productively perform a job under a mutually-agreed team concept approach.

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

2115.89 Working Out of Classification

No employee shall be required to work out of classification if there is a vacancy and an eligibility list for that classification,

except alternates may be used as provided in Section 2115.54, "Alternates", and except crews and teams may interchange functions per Section 2115.88, "Working Below 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 unless that rate is less than four percent (4%) greater than the rate the employee was earning in his regular classification, in which case the employee shall be paid four percent (4%) more than his regular rate. 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 where the start rate is not at least four percent (4%) greater than his regular rate.

2115.90 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 should provide notice of their anticipated approximate retirement date the year before the retirement is planned.

2115.91 Other Employment Compatibility

No employee of the City shall accept outside employment that is adverse to or in conflict with the employee's municipal employment. In the event 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.

2115.92 Change of Name-Address-Phone

When an employee changes his/her name, address or phone number, he/she shall within five (5) working days notify his/her 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.

2115.93 Part-Time Employees

When it is determined that a new permanent part-time employee is required within a division, the City and bargaining unit will agree to the new addition. If an agreement cannot be reached the parties may submit the dispute to expedited arbitration for the resolution of the issue. This must be done prior to filling the position.

HEALTH AND WELFARE

2115.94 Accumulation and Payment of Sick Days

Regular employees of the City hired on or before June 30, 1993 shall be credited with sick days in accordance with the following formula July 1, 1993: One and one-quarter (1 1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. An employee granted a leave of absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

Those employees hired on or before 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 who elect to maintain their current sick leave accrual and severance pay plan shall be credited with sick days in accordance with the following formula 7/1/93: one and one-quarter (1 1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. Provided the conditions of Section 2115.119, "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 2115.119, "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: eight (8) hours per month, not to exceed ninety-six (96) hours per calendar year, until four hundred and twenty (420) hours have been accumulated, then ten (10) hours per month not to exceed one hundred and twenty (120) hours per year, thereafter; provided however, that if the employee's accumulation drops below four hundred and twenty (420) hours or fifty percent (50%) of their total potential accumulation, whichever is greater, inclusive of sick pay used and converted, then the accrual will revert to seven (7) hours per month until the applicable threshold is regained unless the employee has suffered a catastrophic illness or injury which causes the employee's accumulation to drop below this level. Such hours shall continue to accumulate at such rate without any maximum limitation.

(3) Sick leave hours not used by the end of the year can either be turned in for payment of a percentage of salary as indicated below or carried over until retirement or separation.

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 four hundred twenty (420) hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year, shall not be eligible for this conversion privilege. The employee's accrued sick leave shall be reduced by the number of hours converted to cash.

(4) Provided the conditions of Section 2115.119, "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 three hundred and twenty (320) hours and fifty percent (50%) of salary for the next three hundred and twenty (320) hours for a maximum of six hundred and forty (640) hours.

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

2115.95 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 shall be permitted to 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.

When police employees call off sick for duty, they shall do so sixty (60) minutes prior to scheduled start time of shift. When fire employees call off sick for duty, they shall do so thirty (30) minutes prior to scheduled start time of shift. Police and fire personnel shall be considered scheduled to report to duty their next scheduled day.

Sick time use for doctor, dental or medical appointments at the beginning of the shift shall be used in four (4) hour increments. Employees who use sick time in conjunction with the beginning of the shift can report to work at the end of the four (4) hours. Sick time used for doctor, dental or medical appointments that are not in conjunction with the beginning of the shift shall be used as needed. However, employees who leave work can not return. Employees shall bring in written documentation for all appointments under this section. Employees shall notify their supervisor of appointments as soon as possible.

In accordance with these provisions, it is recognized that sick pay is limited to the necessary absences from duty due to illness or non work related injury of the employee or 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 these services. Good attendance on the part of the City's employees is necessary.

It is further recognized by the current contract provisions specifically Section 2115.96 Reporting Proof of Illness, and Section 2115.98 Excessive Absenteeism that any absence from duty as the result of 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.

2115.96 Reporting - Proof of Illness

(a) The employee, while absent on sick pay, must notify the supervisor under agreed practices of either sick personal or sick family only. 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) This procedure will begin the first day of the month after the execution and signing of the Collective Bargaining Agreement. 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 for each additional non-FMLA approved or otherwise undocumented sick time that calendar year.

"Documented sick time" for purpose of this paragraph and 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 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) 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.

(e) 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.

2115.97 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.

2115.98 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.

2115.99 Injury Pay

(a) Employees injured in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio will be eligible to participate in the City's injury pay program. The Cost Containment Committee referenced below will select the program physician(s) and medical facilities from submitted proposals.

(1) Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will be transported to and treated by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment not to exceed 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) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

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

(b) Upon the program physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the Department of Human Resources for up to sixty (60) days.

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

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

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

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

(e) Employees who sustain injuries in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio who choose not to be evaluated by the program physician or who choose not to follow that physician's recommended program and go only to the physician of their choice are not entitled to any paid injury leave benefits contained in this collective bargaining agreement. Notice of intent not to participate in the City's injury program must be given within three (3) work days of the injury. Any and all work-related injury claims will be processed through and conform with the Workers' Compensation Act.

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

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

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 or his/her designee for final determination, subject to arbitration under Section 2115.23, "Arbitration" and 2117.23, "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.

(h) 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 (45) 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.

(i) 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 2115.85) will also serve as a cost containment committee for Workers' Compensation.

2115.100 Bonus Days

A regular full-time employee of the City shall be given Bonus Days provided the employee has earned sick pay benefits in the previous year, in accordance with the Bonus Day Table set forth below. For the purpose of bonus vacation, unpaid sick days taken will be applied in the same manner as paid sick days.

BONUS DAYS CANCELLATION TABLE

SICK DAYS TAKEN

MONTHS WORKED	SICK DAYS TAKEN									
	0	1	2	3	4	5	6	7	8	910
12	5	5	5	4½	4	3½	3	2	1	½0
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						

2115.101 AFSCME Health and Welfare Plan

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. The increase in cost and coverage from Vision Level I to Vision Level II shall only become effective when the terms of the Memorandum of Understanding between the City of Toledo and AFSCME Local 7, Reverse "Me Too"

Health Care Changes, are met.

2115.102 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 (22) 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 thirty-one (31) days per calendar year. Coverage is limited to a maximum of twenty-five thousand dollars (\$25,000.00) lifetime benefits for all inpatient and outpatient care. Inpatient coverage shall be at one hundred percent (100%) for an individual's first admission, seventy-five percent (75%) for a second admission, and fifty percent (50%) for a third admission. No coverage shall be provided beyond three (3) admissions per lifetime or thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of two thousand five hundred dollars (\$2,500.00) 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 sixty-five dollar (\$65.00) 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 fifteen dollar (\$15.00) 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 fifteen dollar (\$15.00) 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 Tier 1 drugs (generic); 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 determination made by the providers 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 twenty-five thousand dollars (\$25,000.00) 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 2115.23, "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) Starting on April 1, 2010, the City will deduct by monthly payroll deduction from each employee an amount for their health care coverage in accordance with the following schedule based on their respective salary level and type of healthcare coverage selected.

Annual Salary	Single Plan	Single+1	Family
Below \$30,000	\$35.00	\$55.00	\$75.00
\$30,001 to \$50,000	\$70.00	\$90.00	\$110.00
\$50,001 to \$70,000	\$105.00	\$125.00	\$145.00
\$70,001 and above	\$140.00	\$160.00	\$180.00

(Ord. 105-10. Passed 3-30-10.)

2115.103 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) Additionally, the City will implement a PERS pickup program for bargaining unit employees. This plan 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) The City will train each payroll clerk to assist and complete forms for each person applying for disability and regular retirement. The payroll clerk's responsibilities will be limited to completion of forms.

(d) Effective April 1, 2010, the City will not pay any portion of the employees' share of the pension contribution, unless otherwise required by law.

(Ord. 105-10. Passed 3-30-10.)

2115.104 Mentor/Uniform Maintenance Allowance

In order to improve the efficiency and effectiveness of the 911 Communications Center and in recognition of the unique contribution made by the civilian Communication Operators, the City and the Union agree to: promote the concept of Communication Operator peer mentors/trainers. All Communication Operators who have completed one hundred sixty (160) actual work hours will serve as mentors and/or trainers for fellow employees. Mentors shall assist in the support and development of fellow employees. Mentors shall assist fellow employees in managing the personal demands of emergency service. Peer trainers shall assist in developing the technical skill of a fellow Communication Operator by monitoring his/her work and offering suggestions for improvement.

Further, the City recognizes the cost associated with the cleaning and maintenance of required uniforms.

In recognition of the importance of these issues and in order to promote a positive, supportive work environment, the City agrees to compensate all eligible Communication Operators with annual lump sum payments as follows: Payments will be made in a separate check.

payable in the paycheck for the last full pay period in July, 2006	\$450
payable in the paycheck for the last full pay period in July, 2007	\$450
payable in the paycheck for the last full paycheck in July, 2008	\$450

2115.105 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, 1996, the below table shall be followed:

AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH	
DECEMBER 31	VACATION
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 as stated in Divisional Agreements, with the stipulation that vacation cannot be used in blocks of less than four (4) hours at a time.

(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.

(h) A book showing any and all scheduled or approved time off for the entire calendar year shall be available to employees on day shift Monday through Friday.

2115.106 Paid Holidays

(a) All regular City employees who have completed one hundred sixty (160) work hours of their probationary period in accordance with Section 2115.36, "Probationary" 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. 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 accordance with Section 2115.105 "Vacation" and in such a way as not to impair the operations of the work unit. 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.

2115.107 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 2115.100 "Reporting Proof of Illness" provision, and the accumulation threshold under Section 2115.94 "Accumulation of Sick Days". At the employee's option, the employee may choose to use vacation and/or compensatory time to the additional three 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 (2) days for travel shall be granted and paid.

(c) An employee may take one (1) or two (2) days to attend the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within one (1) week after the date of burial. This benefit shall also be extended when the relative is a veteran being returned for burial.

(d) One (1) day of funeral pay shall be granted to attend the funeral of 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 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.

2115.108 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. 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.

(b) Shift workers who serve on Jury Duty on regularly scheduled days off shall be granted compensatory time off, or overtime pay.

(1) When an employee receives notice for jury duty in any Court of Record of Lucas County, Ohio or in any adjoining county, the employee shall present such notice to their immediate supervisor. When notified by the court to report for jury duty on a date certain, a time report shall be completed and signed by the appropriate court official for each day during jury service setting forth the time of arrival and departure from the court. Such record shall be presented by the employee to their supervisor upon return to work.

(2) When an employee is in court for jury duty for less than four (4) hours, the employee shall report to work immediately for the balance of the eight (8) hours. This eight (8) hour "shift" will start with arrival time for jury service as documented in (1). There will be a minimum of eight (8) hours between the end of this "shift" and the next shift as described in Part (c).

(c) Employees shall receive no less than a minimum of eight (8) hours of time off prior and after any such jury appearance. These employees shall not be eligible for recall during these time periods.

2115.109 Unemployment Compensation

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

2115.110 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 or job-related technical courses to the Department of Human Resources.

(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, technical courses will be reimbursed at a grade "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". The City will reimburse the appropriate percentage of the cost of tuition and general fees only, for ten (10) credit hours per quarter or fifteen (15) credit hours per semester. Reimbursement shall be limited to tuition levels charged by the University of Toledo for academic coursework and by University of Toledo Community and Technical 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 courses taken less than two (2) years prior to the date of termination. If necessary, this amount will be deducted from the employee's termination pay or his/her final check.

(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.

(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.

2115.111 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 2115.104, "Mentor/Uniform Maintenance Allowance".

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 (6) pay periods based upon their actual hours worked during those six (6) periods. The rate shall be that then in effect for the benefits specified.

2115.112 Safety 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 safety glasses.

The purchase program shall make these items available to the employee at sixty percent (60%) of the cost of the item to the City with the remaining forty percent (40%) to be paid by the employee. A payroll deduction system will be established whereby the employee can authorize payment for items purchased under this program through the automatic deduction from the employee's paycheck.

2115.113 Base Annual Salaries

(a) Effective July 1, 2006 employees shall continue to receive the wage rates that were in effect on June 30, 2005 and as set forth in the following salary schedule:

RATES IN EFFECT JUNE 30, 2005

	75%	85%	95%	Full Rate
7	13.480	15.280	17.076	17.974

(b) Effective the first full pay period in January of 2006 employees who are Communications Operators and paid at a pay grade 7 shall receive a one and one-half percent (1 ½%) wage increase in their base wage rate. Employees who have elected to become Senior Communications Operators will remain at their previous rate.

RATES EFFECTIVE JANUARY, 2006

SALARY GROUP	75%	85%	95%	Full Rate
7	13.682	15.509	17.332	18.244
8*	13.480	15.280	17.076	17.974

(c) Effective the first full pay period in January of 2007 employees in pay grade 7 shall receive a two percent (2.0%) increase in their base wage rate. Those designated as Senior Communications Operators shall receive a one and one-half percent (1.5%) increase.

RATES EFFECTIVE JANUARY, 2007

SALARY GROUP	75%	85%	95%	Full Rate
7	13.956	15.819	17.679	18.609
8*	13.682	15.509	17.332	18.244

* Senior Communication Operators

(d) Effective the first full pay period in January of 2008 employees at the pay grade 7 rate working as Communication Operators shall receive a three percent (3%) wage increase in their base wage rate. Those designated and working as Senior Communications Operators shall receive a two percent (2%) increase.

RATES EFFECTIVE JANUARY 2008

SALARY GROUP	75%	85%	95%	100%
7	14.375	16.294	18.209	19.167
8*	13.956	15.819	17.679	18.609

* Senior Communication Operator

(e) Effective May 16, 2008 those who are designated as Senior Communications Operators will be reclassified and placed in a salary group eight.

	75%	85%	95%	Full Rate
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8	15.164	17.187	19.207	20.218
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(f) Effective June 30, 2008 those designated and working as Senior Communications Operators will receive a three percent (3%) increase and paid as follows:

RATES EFFECTIVE JUNE 30, 2008

	75%	85%	95%	Full Rate
8	15.619	17.703	19.783	20.825

(g) 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 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.

HOURLY PROMOTIONAL START RATE

SALARY GROUP	6/30/02	1/2004 (2.0% inc.)	1/2005 (2.0% inc.)
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HOURLY PROMOTIONAL START RATE

SALARY GROUP	6/30/02	1/2004 (2.0% inc.)	1/2005 (2.0% inc.)
1	10.473	10.682	10.896
2	11.072	11.293	11.519
3	11.763	11.998	12.238
4	12.512	12.762	13.017
5	13.359	13.626	13.899
6	14.410	14.698	14.992
7	15.551	15.862	16.179
8	16.892	17.230	17.575
9	17.501	17.851	18.208
10	18.415	18.783	19.159
11	19.455	19.844	20.241
12	20.646	21.059	21.480
13	22.010	22.450	22.899
14	23.583	24.055	24.536
15	25.384	25.892	26.410

(h) 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	100% of Full Rate
(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 2080 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 uncom pensated work days.

(i) 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.

2115.114 Shift Premium

(a) Employees working on the second (2nd) shift shall receive forty cents (.40) 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.

2115.115 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) hours at their regular straight time rate.

2115.116 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 eight dollars (\$8.00) 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 eight dollars (\$8.00) for each meal procured.

2115.117 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
7	5.122

(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

7

\$ 5.768

(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.

2115.118 Travel Allowance

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 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.

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.

2115.119 Termination and Severance Pay

Employees who terminate their employment with the City for any reason shall have their termination pay computed in the following manner.

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

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

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

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

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

Entitled to 6 weeks -- 2.584 x the number of months worked

(b) In addition to the above, the employee shall be paid for any holidays worked for which 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 2115.94, "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.

(e) Employees may purchase up to three (3) years prior service credit from OPERS using their severance pay under the following conditions:

(1) Employee must submit his/her OPERS statement of cost form to the division head no more than one hundred twenty (120) calendar days and no less than ninety (90) calendar days before the intended date of retirement. The employee must also sign a PAF II specifying the retirement date at that time, an individualized severance agreement and release devised by the city which shall include but not limited to, the employees effective date of retirement.

(2) The employee must have adequate severance pay available at the time of 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 responsibility is limited to submission of the specified payment to O.P.E.R.S.

(3) The employees 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.

2115.120 Payday

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

(b) The pay period shall be for hours worked within a fourteen (14) calendar day period beginning on 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 (3) work days.

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

(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.

2115.121 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, clarified 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. If a modified or new policy is grieved to Step 3 of the grievance procedure within ten (10) work days of posting, it shall not become effective until the hearing is held and a response is issued. The hearing shall be held within ten (10) work days of the submission of the grievance to Step 3. If the hearing is delayed at no fault of the Union, then the policy shall not be in effect until a hearing is held and a response is issued. If the hearing is delayed at no fault of the City then the policy will become effective at the end of the twenty (20) day posting period. The parties may mutually agree to an extension at any time during the process.

The process in the above paragraph does not apply to emergency measures and State or Federal personnel mandates. These changes in procedure will be posted, if possible, for twenty (20) days, and subject to the grievance procedure set forth under Sections 2115.22 and 2115.23.

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. The employee's immediate supervisor shall be responsible for distributing these Policies, Procedures, or Regulations to the employees and the employees shall be responsible for acknowledging receipt of the Policies, Procedures, or Regulations. 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.

2115.122 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) Where the City proposes subcontracting because of excessive cost, the following procedures will be used:

1. 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 all the work to be subcontracted, the proposed start and completion dates, and the reasons for the excessive cost.

2. Subcontracting agreed to by the Union and not started within forty-five (45) calendar days of the projected start date shall be resubmitted to the Union using a new subcontracting form with a new start date and a new completion date if applicable.

3. Where formal bids are solicited, copies of 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.

4. The Union and the City will be permitted fourteen (14) calendar days to agree to any work rule or other changes

which will make performance of the work with City employees competitive. If this results in the City being able to perform work with City employees at competitive cost, the work shall not be subcontracted. In determining competitive cost, all cost aspects shall be considered. The work to be subcontracted must be performed at the appropriate prevailing wage rates as required by applicable statutes.

5. If the City of Toledo and the Union cannot agree on subcontracting of the work, it shall be submitted to arbitration for resolution of the question as to whether the work can be done by the City employees without excessive cost. Either party may request expedited arbitration, however the moving party shall bear the expense of the Arbitrator. A decision by the Arbitrator shall be rendered within thirty (30) days of the request for expedited arbitration or the work may be subcontracted. No employee will be laid off as a direct result of such subcontracting.

(c) Where subcontracting of work or services being performed by City employees is proposed for the reasons other than emergencies or excessive cost as specified below, the subcontracting form shall be used to evidence notification to the Union and discussion of the issues raised and the procedures below shall be followed:

(i) In cases in which the work or services being performed by City employees is actually performed only in another division or division(s), then the division head of the division principally responsible for such work or services shall be contacted by the primary division to determine if the work proposed for subcontracting may be performed by the employees there. The division head shall base his/her decision on the availability of the appropriate employees and equipment in his/her division, the mission and priorities of the division, and the capability of the division's employees to fully perform the work in a timely and competent manner. The primary division head or the secondary division head shall advise the Union in writing of the secondary division head's determination. The Subcontracting Committee shall be required to review the division's decision provided that the Union submits a demand for review within three (3) work days of receipt of the division's decision.

(ii) Additionally, when coordination of a project involving three (3) or more divisions is necessary, the Subcontracting Committee may be called upon for assistance.

(iii) The Subcontracting Committee shall be comprised of six (6) members, three (3) from the City and three (3) from the Union. The Subcontracting Committee must meet and act upon such review request within seven (7) calendar days. Issues brought before the Committee shall be for advisory review only and shall not be subject to further review or appeal.

2115.123 Protection of Conditions

The City agrees that all conditions of employment in its individual operation relating to hours of work, overtime differentials and all working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the passing of this Title of the Code 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.

2115.124 Reclassification

(a) All employees shall work within their classification, except as otherwise provided by other sections of this Agreement.

(b) If an employee works above his/her classification more than fifty percent (50%) of the time, 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 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. Reevaluation reviews shall be subject to review by the Compensation Evaluation Review Committee.

2115.125 Federally Funded Jobs

(a) The City agrees that when federal money is secured for federally funded programs, 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 positions within the federal guidelines established by the program before any new employees are hired, consistent with Section 2115.46, "Vacancies".

(b) If a regular employee in the Bargaining Unit desires the position they shall be given the right to fill the position in accordance with 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 them in accordance with the

provisions herein.

2115.126 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 operations.

2115.127 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.

2115.128 Residency Requirement and Waiver

(a) Every employee of the City of Toledo shall be a resident of the City of Toledo; provided, however, pursuant to Section 61 of the Charter of the City of Toledo who has established and maintained his/her residence outside the limits of the City prior to November 7, 1972, shall be allowed to continue such residence during his/her employment with the City, and provided further that employees who receive waivers may reside outside the City subject to any limitations or conditions placed upon their waiver.

(b) An employee of the City who wishes to seek a waiver of the residency requirement shall apply in writing to the Department of Human Resources on the application form provided by the City. The employee must set forth the facts meeting the Charter criteria that non-residence of such employee would be in the best interest of the City and that justice to such employee requires waiver of the residency requirement. Based upon the documentation presented, the City's Mayor will make a determination as to whether the Charter criteria have been met. The decision of the Mayor shall be considered final. The Mayor may at his/her option grant temporary, limited, or conditional waivers as he/she sees fit.

2115.129 Termination

This Chapter of the Code shall be effective July 1, 2005, and shall remain in full force through June 30, 2008, and thereafter until terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code.



Legislation Text

File #: O-052-26, Version: 1

Cybersecurity Program
Information Technology
Anne Bennett (x1493)
Revised

Authorizing the adoption of a Cybersecurity Program in accordance with Ohio Revised Code Section 9.64; and declaring an emergency.

SUMMARY & BACKGROUND:

Ohio Revised Code Section 9.64 requires political subdivisions to adopt a cybersecurity program that safeguards the political subdivision’s data, information technology, and information technology resources. In accordance with the provisions of that law and consistent with generally accepted best practices for cybersecurity, the City of Toledo has created a Cybersecurity Program.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the City of Toledo Cybersecurity Program is adopted.

SECTION 2. That the Mayor, the Chief of Information Technology and the Director of Public Safety are authorized to implement the Cybersecurity Program and integrate the Program’s provisions into City Operations.

SECTION 3. That the Ordinance, being an emergency measure, shall take effect and be in force after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that this Ordinance must be immediately effective to comply with Ohio Revised Code Section 9.64.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council