

2121.01 Local 20 Recognition

(a) The City agrees to recognize Local 20 of the International Brotherhood of Teamsters as having jurisdiction over and being the sole and exclusive bargaining agent for employees of the City working in the classifications that are listed in Section 2121.02 (Classifications) who are employed in the Division of Solid Waste and the Water Reclamation Plant. The Union is recognized as the bargaining agent for the purpose of establishing wages, hours of work, handling of grievances and all other conditions of employment. The Parties agree that any reference to "Refuse Collection," "Refuse Operation(s)," etc. shall be disregarded for the duration of this Agreement, unless and until the City restores its Refuse Collection operations, and at that time the City agrees to negotiate terms and conditions of employment for Refuse Collection operations.

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

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

(d) Within the first thirty (30) days of employment, the Employer will provide thirty (30) minutes of union release time for the Chief Steward, or his or her designee, as well as the appropriate Union Steward, to meet with the new employee(s) for the purpose of informing them of the existence of the Union and their functions as representatives of employees. Upon notification by the Union, management and the Union shall discuss a mutually agreeable time for the meeting so it does not impair Divisional operations.

For the Union:

Paul Kowal

Ricky Brown

Supervisor M. [unclear]

Megan Bush

[unclear]

[unclear]

5/13/22

For the City of Toledo:

Angela Supt

[unclear]

Patricia Bannister

Kayla [unclear]

[unclear]

5/13/22

Date: _____

Date: _____

2121.02 Classifications

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

CLASSIFICATION	SALARY GROUP
Account Clerk	4
Automotive Repair Technician	9
Chemist-Bacteriologist	9
Clerk Aide	2
Clerk Specialist 1	5
Clerk Specialist 2	6
Crane Operator	10
Clerk	3
Custodian	2
Data Communications Technician	8
Data Entry Clerk	3
Diesel Specialist	8
Dispatcher	4
Electrician	8
Equipment Repair Technician	7
Heavy Equipment Operator	6 7
Heavy Equipment Mechanic	9
Intermediate Account Clerk	5
Intermediate Clerk	4
Landfill Equipment Operator	8 9
Lead Equipment Operator	9 10
Light Equipment Operator	4
Machinist	8
Master Equipment Operator	8
Senior Clerk	6
Senior Electrician	9
Senior Storekeeper	6
Senior Trades Mechanic	9
Senior Utility Worker	5
Senior Water Reclamation Maintenance Worker	8
Stenographer	4

Storekeeper	5
Tandem Truck Driver	5
Trades Mechanic	8
Utility Worker	4
Vehicle Mechanic	8
<u>Vehicle Service Worker</u>	<u>5</u>
Water Reclamation Maintenance Worker	6
Water Reclamation Operator	8

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

CLASSIFICATION	SALARY GROUP
<u>Account Clerk</u>	<u>4</u>
<u>Clerk Aide</u>	<u>2</u>
<u>Clerk</u>	<u>3</u>
Custodian	2
<u>Data Communications Technician</u>	<u>8</u>
<u>Data Entry Clerk</u>	<u>3</u>
Diesel Specialist	8
<u>Dispatcher</u>	<u>4</u>
Instrumentation Technician	8
<u>Intermediate Account Clerk</u>	<u>5</u>
Laboratory Aide	3
<u>Light Equipment Operator</u>	<u>4</u>
<u>Machinist</u>	<u>8</u>
<u>Master Equipment Operator</u>	<u>8</u>
Refuse Collector	4
Refuse Truck Driver	6
<u>Senior Utility Worker</u>	<u>5</u>
<u>Stenographer</u>	<u>4</u>
<u>Vehicle Service Worker</u>	<u>5</u>

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

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

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

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

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

~~A consolidation of class titles may occur over the life of this Agreement. A joint labor-management committee shall be formed within thirty (30) days of the execution of this Agreement for this purpose. The committee shall be comprised of no more than three (3) representatives from each side.~~

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

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

For the Union:

Paul Komurb

Rick Brown

Stephan Manning

Megan A. Burdick

For the City of Toledo:

Angela Seigel

Jim Murray

Kayla D. Frasco

John W. [Signature]

Date: 6/30/22

Date: 6/30/2022

2121.14 Union Release Time

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

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

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

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

e) **The Chief Steward and his or her designee will be released to attend all quarterly Union meetings. The Chief Steward will be released to attend City meetings. In the event that the Chief Steward is not available, he or she may send a designee to the City Administration meeting. All scheduled meetings will be confirmed and scheduled for the steward's release five (5) work days in advance. If the meeting is scheduled after the five (5) work day notice, then the releases will be scheduled immediately once the notice is received. All releases shall be reflected on the work schedule(s).**

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

For the Union:

Taul Koumba
Rick Brown
Cynthia M. Manning
Meghan J. Bud
[Signature]
[Signature]

5/13/22

For the City of Toledo:

[Signature]
[Signature]
Patricia Spe Bannister
Kayla Brasco
[Signature]

5/13/22

Date: _____

Date: _____

2121.25 Procedure

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

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

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

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

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

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

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

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

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

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

For the Union:

Paul Kowal
Rick Brown
[Signature]
Raymond Manning
Megan J. Bush
Thom Sh

For the City of Toledo:

[Signature]
Kayla D. Haseo
[Signature]
[Signature]
Ritika G. Bannister

Date: April 28, 2022

Date: April 28, 2022

2121.31 Failure to Follow Procedure

In the event the proper procedure is not followed as set forth herein, then charges against the employee will be dropped, **with the exception of a charge of any major infraction, as listed in Section 2121.27 Progressive Disciplinary Procedures.**

For the Union:

Paul Kousser
 Rita Brown
 Steven Maroney
 Megumi J. Boyd
 [Signature]
 [Signature]

For the City of Toledo:

[Signature]
 [Signature]
 Patricia Ope Barrister
 Kayla DiPasco
 [Signature]

Date: 5/13/22

Date: 5/13/22

2121.32 Labor-Management Meetings

Labor-Management meetings shall be arranged upon request between the Division and Union to discuss matters pertaining to employee relations. Meetings will be held at least once per quarter. Labor-Management meetings will be arranged between the Chief Steward and the Division or a designated representative thereof upon the request of either party. Such a meeting shall be between not more than ~~four (4)~~ **five (5)** representatives of the Division and not more than ~~four (4)~~ **five (5)** representatives designated by the Union. Arrangements for such Labor-Management meetings shall be made in advance and an agenda shall be presented at the time the meeting is requested. The members of the Union shall not lose time or pay for the time spent in such Labor-Management meetings. The parties may agree to request the Federal Mediation and Conciliation Service or other agreed upon outside agency to provide assistance in establishing these meetings.

For the Union:

Paul Kowal

Chris Brown

Joseph Manning

[Signature]

Megan J. Buz

[Signature]

Date: 5/13/22

For the City of Toledo:

[Signature]

[Signature]

Rebecca [Signature]

Kayla D. Frasco

[Signature]

Date: 5/13/22

2121.47 Layoff Procedure

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

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

- 1) First: Employees will be offered funded vacant positions within the Local 20 jurisdiction within the same classification, within the same or lower salary group, or in a higher salary group if there is no established eligibility list, and provided employees conform to the provisions listed in this section.
- 2) Second: The employee shall have the right to displace the employee in the same classification, within the bargaining unit, with the least amount of continuous service with the City.
- 3) Third: The employee shall displace the employee in the same salary group who has the least amount of continuous service, within the bargaining unit, with the City, provided the affected employee has performed in that classification meets the minimum requirements for the classification and has the ability to perform the duties of that position.
- 4) Fourth: The employee shall drop one or more salary groups and displace the employee in the lower salary group who is working in a classification that the employee has performed and meets the minimum requirements for the classification and has the ability to perform the duties of that position.
- 5) Fifth: Notwithstanding the above procedure, an employee will be allowed to displace an employee in a classification he has not performed in when that classification is in a logical progression from his present classification or a former classification that he has held. Again, the employee must meet the minimum requirements for the classification and have the ability to perform the duties of the position.
- 6) Sixth: The definition "perform in the classification" will include employment outside the City where documentation has been submitted to and approved by the Toledo Civil Service Commission prior to the layoff process. An individual approved must be able to perform the duties of a position.
- 7) Seventh: This process shall repeat itself until the employees having the least amount of seniority within the affected classes have been displaced by employees with greater seniority who have met the conditions set forth above.

- 8) Eighth: Notwithstanding the above procedure, any employee whose position has been identified for elimination or who has been displaced by a more senior employee shall have the right to accept the layoff without repercussion.
- 9) Ninth: In the event there are any seasonal employees working anywhere for the City, permanent employees who have been laid off as a result of this procedure shall have the option of taking those positions by seniority provided they have the ability to perform the duties of such positions or they may choose to take the layoff without repercussion.

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

(d) Any previously Red Circled employee who is laid off or bumped shall retain his Red Circled Status and shall receive the Red Circled Rate for the position that he bumps down to or up to if there is a Red Circle Rate being paid for that position or the higher rate being paid for the position if any exists. The same procedure will apply to recall of an employee.

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

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

(g) Laid off employees who displace into a salary group/ classification different than their permanent classification will serve a sixty (60) work day demonstration period;. If found unsatisfactory at any time during this sixty (60) work day period, the employee will prospectively displace from the original permanent classification. Employees shall be evaluated regularly during the demonstration period using a uniform process. An evaluation meeting shall be conducted with the employee after the completion of thirty (30) work days.

(h) 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.

(i) An employee may only assume one (1) new vacancy after being deemed unsatisfactory in the new classification or if he or she desires to vacate the new classification. An employee who is deemed unsatisfactory in their second new classification may be subject to a loss of seniority pursuant to Section 2117.40 "Loss of Seniority" herein, and the employee has the

2121.49 PK 5/17/22
AS 5/17/22

right to be heard by the Director of Human Resources or his or her designee.

For the Union:

Paul Koumbis
Ryan Brown
Lynne Manning
Megan J. Bush
[Signature]
[Signature]

For the City of Toledo:

Amiya Singh
[Signature]
Pattika Singh Bannista
[Signature]

Date: 5/17/22

Date: 5/17/2022

2121.49 Loss of Seniority

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

- (a) The employee resigns his position in the service.
- (b) The employee is discharged for just cause and the discharge is sustained.
- (c) After recall notice has been sent to the employee and the employee fails to report for work after fourteen (14) calendar days.
- (d) The employee is absent on his own accord for a period of more than five (5) consecutive work days, and fails to properly apply for a leave of absence.
- (e) The employee fails to return at the expiration of an approved leave of absence.
- (f) An employee enters employment for another employer or becomes self-employed while on a leave, as provided in Section 2121.54 (Falsification of Request).
- (g) An employee is laid off continuously for more than five (5) years.
- (h) **An employee is deemed unsatisfactory in his or her new second classification obtained through a layoff, as referenced in Section 2121.47 "Layoff Procedure."**

When an employee loses seniority for the reasons listed in subsection (c) through (h) 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 2121.25, "Procedure" or 2121.26, "Appeal."

For the Union:

Paul Kouba
 Ryan Brown
 Lauren Maroney
 [Signature]
 Megan J. Bush
 [Signature]

For the City of Toledo:

Angela Suid 511712020
 [Signature]
 Patricia Lopez Barrida
 [Signature]

5/17/22

Date: _____

Date: 5/17/2022

2121.50 Leave of Absence Without Pay

(a) A personal leave of absence without pay may be granted at the request of the employee upon the approval of the City and the Union in accordance with the rules enumerated in Section 2121.50 (Leave of Absence Without Pay) through 2121.58 (Employment by Bargaining Agent).

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

(c) An employee on an approved leave of absence must use all of his or her accumulated paid leave before going unpaid.

(d) It is the Parties' express intent that this chapter of the Code shall not be applied or interpreted in such a manner as to cause or constitute a violation of any law, specifically including PL 103-3 known as the Family and Medical Leave Act of 1993. Any remedy for violation of this act shall be as set forth in the Act. Employees on an approved FMLA (Family Medical Leave Act) leave may hold fifteen (15) days vacation and fifteen (15) days sick time for later use.

For the Union:

Paul Kowal
Rico Brown
[Signature]
Lucy Marney
Megan J. Bush
Sha Sh

For the City of Toledo:

Angela Suple
Kayla DePasco
[Signature]
[Signature]
Patricia Grebarnister

Date: April 28, 2022

Date: April 28, 2022

2121.63 Quitting Time

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

For the Union:

Paul Kamb

Rich Brown

[Signature]

Sueper Manning

Megan J. Byrd

Don [Signature]

For the City of Toledo:

[Signature]

Kayla D. Masco

[Signature]

[Signature]

[Signature]

Date: April 28, 2022

Date: April 28, 2022

2121.73 Overtime Shift Work

All work in excess of an eight (8) hour shift within the twenty-four (24) hour period of 6:00 AM to 6:00 AM shall be compensated as overtime.

When an employee is scheduled to work seven (7) consecutive days, they will be paid at the time and one-half rate on the sixth day, and at double time on the seventh consecutive day. This shall not be combined with any other hourly rate benefits as provided for in this agreement.

For the Union;

Paul Kourek _____
 Ryan Brown _____
 Joseph Manning _____
 Megan J. Busch _____
 [Signature] _____
 [Signature] _____

For the City of Toledo:

[Signature] _____
 [Signature] _____
 [Signature] _____
 Kayla D. Masco _____

Date: 6/6/2022

Date: 6/6/2022

2121.79 Premium Hours

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

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

For the Union:

Paul Konecny

Rick Brown

Gregory M. Masney

Megan J. Byrd

Date: 5/13/22

For the City of Toledo:

Angela Siple

Stacy Mory

Patricia J. Bannister

Kayla D. Frasco

Date: 5/13/22

2121.80 Assignments; Inequality

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

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

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

In addition to the above, if more than one employee is involved in the correction, they shall be moved to the top of the overtime rotating list in the order they appear on the list before the error. Further, the supervisor must document the reason for the mistake. A copy of the documented reasoning shall be provided to the Department/Division Head, the Human Resources Department, and the Union Business Agent.

For the Union:

Paul Kouck
Ryan Brown
Suzanne Manning
Megan J. Busby
[Signature]
[Signature]

Date: 5/27/22

For the City of Toledo:

Angela Suple
Patricia Lopez Bannister
[Signature]
Kayla D. Frasco
[Signature]
[Signature]

Date: 5/27/22

2121.95 Accumulation of Sick Days

Regular employees of the City hired on or before May 18, 1991 shall be credited with sick days in accordance with the following formula 5/19/91: One and one-quarter (1-1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. An employee granted a leave of absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

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

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

(A) Employees who elect to maintain their current sick leave accrual and severance pay plan shall be credited with sick days in accordance with the following formula 5/19/91: one and one quarter (1¼) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. Provided the conditions of Section [2121.120](#) (Termination and Severance Pay) have been met, unused sick leave accumulated to the time of termination shall be paid at the rate of one-half (½) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

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

(B) (1) Employees hired on or before May 18, 1991 who elect the sick leave conversion plan set forth herein will bank accumulated sick leave through May 18, 1991. This banked sick leave accumulation will be used as the need for sick pay arises or may be converted to cash under the terms set forth in Part (B)(3). Provided the conditions of Section [2121.120](#) (Termination and Severance Pay) have been met, unused sick leave from that banked effective May 18, 1991 will be paid as follows at the employee's regular rate as of May 18, 1991: one-half for all banked sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

(2) On and after May 19, 1991, employees covered by this plan shall be credited with sick days in accordance with the following formula: **8 sick hours shall be credited for each month of service, not to exceed ninety-six (96) hours per calendar year. ~~3.231 sick hours shall be credited for each pay period of service, not to exceed eighty-four (84) hours per calendar year.~~** Such hours shall continue to accumulate at such rate without any maximum limitation. Once an employee reaches an accumulation of **294 250** sick hours, he/she shall receive 10 hours per month, and the employee must maintain an accumulated balance of **294 250** hours in order to continue to receive 10 hours per month. If the employee's sick hours total falls below **294 250**

hours, the employee monthly allotment of sick hours will revert to 7 8 hours per month, (3.231 hours per pay period).

(3) Sick leave hours not used by the end of the year can either be turned in for payment of a percentage of salary as indicated below or carried over until retirement or separation.

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

The maximum number of sick hours allowed for year-end payment will be forty (40). Employees using twenty (20) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than twenty (20) but forty (40) or fewer hours shall be entitled to a conversion at twenty-five percent (25%). Employees with fewer than four hundred twenty (420) hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year shall not be eligible for this conversion privilege. The employee's accrued sick leave shall be reduced by the number of hours converted to cash.

(4) Provided the conditions of Section 2121.120 (Termination and Severance Pay), have been met, unused sick leave accrued after May 18, 1991 will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the first four hundred and eighty (480) hours and fifty percent (50%) of salary for the next four hundred and eighty (480) hours for a maximum of nine hundred and sixty (960) hours.

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

For the Union:

Paul Kounel
Roger Brown
Shirley M. Manning
Megan J. Bost
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Date: 6/6/2022

For the City of Toledo:

Angela Seipl
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Kayla D. Masco

Date: 6/16/2022

2121.104 103.1 Leave Donation Program

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

(b) 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.

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

1. Be a permanent full-time or part-time employee of the City of Toledo who, at all times relevant to donation of paid leave time, holds a position classified in the Teamsters Local 20 bargaining unit, and
2. At the time of donation, have accumulated two hundred forty (240) hours of paid leave, and
3. Specify in writing the source (vacation, compensatory, discretionary holiday and sick time) from which leave time is to be utilized for the donation, and
4. Specify in writing the eligible recipient employee on the approved donation list for the Program to whom they are donating leave, and
5. Knowingly and voluntarily waive, in writing, his/her right to any claims on the paid leave time which he/she donates. The donor employee will not ever be able to have the donated paid leave time restored, and will not at any time be paid for the donated leave time, including at the time of retirement or separation in accordance with Section 2121.120, (Termination and Severance Pay), or use it for his/her own purposes after the paid leave time has been donated.

(c) Leave that has been donated to the Program and used shall not be returned to the donating employee, and the employee donating the leave shall not be compensated for the donated leave, including at the time of retirement or separation in accordance with Section 2121.120, (Termination and Severance Pay). In addition, the recipient employee shall not be compensated or receive any monetary value for any donated time received through this Program at the time of retirement or separation in accordance with Section 2121.120, (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 2121.101 (Bonus Days.)

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

1. Have completed his or her probationary period; and
2. Have no sick leave, vacation leave, discretionary holiday, compensatory time, or any other paid leave available for use; and
3. Not be receiving any other disability related benefit such as workers' 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) In addition, in order to receive leave donated to the Program, an employee shall not have an active disciplinary record in their personnel file for excessive use of sick time, abuse of sick time, unauthorized absence or a pattern of sick leave abuse.

(f) Employees shall be eligible to receive a maximum of one thousand forty (1,040) hours of leave donated under the Program during the entirety of their employment with the City of Toledo.

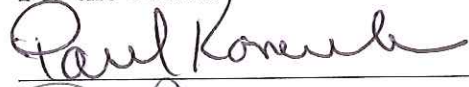
(g) Employees using leave under the Program shall continue to accrue sick leave and vacation leave and be entitled to all other benefits under this agreement. Any sick or vacation or other paid leave accrued by an employee using leave under the Program must be used in the following pay period(s) before any donated leave can be used. When the recipient employee returns to work and has donated paid time remaining, any donated time shall be utilized prior to utilizing any other accrued paid time. Employees who use donated leave will have those hours counted as absences for the purpose of Section 2121.101 (Bonus Days), unless otherwise prohibited by law.


(h) (Any consequence of the employee's donation of any paid leave time is borne solely by the donating and recipient employees, including tax and retirement implications, if any. By participation in the Program, the donor and recipient employees and Teamsters Local 20 agree to hold the City of Toledo harmless.

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

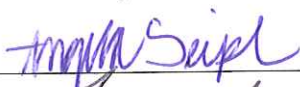
~~**(j) The Department of Human Resources shall enact, with the approval of the Mayor, an Administrative Policy and Procedure to implement the Program.**~~


For the Union:





For the City of Toledo:





J. Wayne Maroney
[Signature]
Megan J. Bush
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Patricia G. Barnister
Kayla D. Masco
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Date: 5/13/22

Date: 5/13/22