

**2121.106 Vacation**

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

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

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

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

(c) An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule their vacation in the year in which it should have been taken, they may request that such unused vacation be carried over to the following year. Such request must be submitted to the Department of Human Resources prior to December 1 of each year. All such carry over must be taken no later than April 30 of the following year.

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

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

(f) An employee may request the advance of five (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. **However, if the employee's separation was the result**

**of retirement under the provisions of any retirement plan offered by the state, then the employee shall be ineligible for prior service when determining eligibility for vacation.**

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

- (i) **Effective January 1, 2022, during the first calendar year of employment, newly hired employees shall be allowed to advance vacation days from their vacation bank for the following year. Those who begin employment on or between January 1 and June 30 shall be allowed to advance up to five (5) vacation days. Those who begin employment on or between July 1 and December 1 shall be allowed to advance up to two and one-half (2.5) vacation days. Employees electing to advance vacation days shall have their vacation banks for the following year reduced by the same number of days/hours which were advanced the year they were hired.**

**The following provisions apply to this program:**

- 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 and are eligible to receive and take vacation time in accordance with 2121.106(a).**
- 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. Advanced vacation time that is requested but not used by December 31 of the year in which the employee is hired shall not carry over to the following calendar year. If an employee is not permitted to take the vacation time in the year in which it is advanced, the employee may make a request to his or her Division/Department head to cancel the vacation advancement in accordance with 2121.106(c), above. The request must be made before December 1. Failure to submit the request to cancel advanced vacation will result in the time being deducted from the**

employee's vacation bank.

- 6. In instances where a newly hired employee requests to advance vacation days and their employment is severed, any days that were taken but not earned in accordance with 2121.106(a), above, shall be deducted from the employee's severance.

For the Union:

Paul Koumb  
 Bob Brown  
 Amya Manning  
 Megan J. Bush  
 [Signature]

For the City of Toledo:

[Signature]  
 Kayla Brasco  
 [Signature]

Date: 6/16/22

Date: 6/16/2022

**2121.107 Paid Holidays**

(a) All regular City employees who have completed their probationary period shall be entitled to ~~fifteen (15)~~ **sixteen (16)** paid holidays as set forth below. To be entitled to receive pay for the holidays the employees shall have worked or be on a compensated day off on the day before and the day after the holiday.

(b) New Year's Day; Martin Luther King Day; Presidents Day (3rd Monday in February); Good Friday; Memorial Day (last Monday in May); **Juneteenth**; Fourth of July; Labor Day; Columbus Day (2nd Monday in October); Veterans Day (November 11); Thanksgiving Day; Friday after Thanksgiving Day; Christmas Eve (the last regular work day before Christmas Day); Christmas Day.

(c) In addition to the above listed holidays, the employees shall be entitled to two (2) discretionary holidays to be selected by the employee and scheduled with adequate notification to the appropriate supervision. The employee shall schedule these holidays in such a way as not to impair the operations of the work unit, but the holidays shall be scheduled and the employees shall be permitted to take the holidays at some time during the calendar year.

(d) For all employees observing the regular Monday through Friday work schedule, in the event any of the above holidays fall on Saturday, the City shall celebrate the holidays on Friday, and in the event the holiday shall fall on Sunday, the City shall celebrate the holiday on Monday.

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

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

**For the Union:**

Paul Koumba  
Roy Brown  
Shawna Manning  
[Signature]  
Megan Bugl  
[Signature]

**For the City of Toledo:**

[Signature]  
[Signature]  
Atoka Ope Barrister  
Kayla D. Frasco  
[Signature]

Date: 5/13/22

Date: 5/13/22

**2121.112 Educational Reimbursement**

(a) The City shall reimburse tuition costs **and general fees** for job-related courses taken at an educationally accredited college or university by full-time permanent employees. Such course work must be approved prior to enrolling by submitting a description of the course to the Department of Human Resources. Courses must either be directly related to the employee's current job or directly related to an obvious career path. The determination of job relatedness or career path relatedness shall be made by the Department of Human Resources. To be directly related to an obvious career path the course work must be within the same work series (e.g. labor, clerical) and within two (2) normal promotional steps. The fact that a specific course is required for a degree major where the degree with such a major exists as a minimum requirement for a higher classification will be relevant, but not controlling, to the determination of career path relatedness.

(b) The City shall reimburse one hundred percent (100%) for a grade of "A," "B," or "C" of the cost of tuition **and general fees** only. This shall be limited to a total of ten (10) credit hours per quarter or eight (8) per semester, regardless of the number of courses comprising these totals. Reimbursement shall be limited to tuition levels charged by the University of Toledo for academic coursework and by Owens Community College for technical coursework. These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better.

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

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

(e) Any employee participating in the tuition reimbursement program that resigns, retires (non-disability) or is terminated must repay in full the tuition reimbursement paid by the City for courses completed less than five (5) 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.

(f) **General fees are limited to fees labeled as such. It does not include any other fees, including but not limited to: parking fees, online fees, IT fees, student services fees, etc.**

**For the Union:**

Paul Konecny  
Rich Brown

**For the City of Toledo:**

Angela Suple  
Catekha Spelmannister

*Lucy Maracy*  
\_\_\_\_\_  
*Megan A. Bush*  
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\_\_\_\_\_

Date: 5/27/22

*[Signature]*  
\_\_\_\_\_  
*Kayla D. Frasco*  
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\_\_\_\_\_

Date: 5/27/22

**2121.113 Base Annual Salaries**

| FIRST FULL PAY PERIOD JANUARY 2021 |        |        |  |  | RED CIRCLE |        |
|------------------------------------|--------|--------|--|--|------------|--------|
| Salary Grp                         | 90%    | 100%   |  |  | Group      | Rate   |
| 1                                  | 13.981 | 15.534 |  |  | A          | 11.715 |
| 2                                  | 14.769 | 16.411 |  |  | 1          | 13.634 |
| 3                                  | 15.695 | 17.438 |  |  | 2          | 13.811 |
| 4                                  | 16.674 | 18.525 |  |  | 3          | 13.965 |
| 5                                  | 17.795 | 19.774 |  |  | 4          | 14.157 |
| 6                                  | 19.174 | 21.307 |  |  | 5          | 14.388 |
| 7                                  | 20.690 | 22.988 |  |  | 6          | 14.561 |
| 8                                  | 22.462 | 24.958 |  |  | 7          | 14.777 |
| 9                                  | 24.620 | 27.357 |  |  | 8          | 14.984 |
| 10                                 | 25.898 | 28.776 |  |  | 9          | 15.218 |
| 11                                 | 27.355 | 30.393 |  |  | 10         | 15.472 |
| 12                                 | 29.022 | 32.247 |  |  | 11         | 15.701 |
| 13                                 | 30.934 | 34.370 |  |  | 12         | 15.95  |
| 14                                 | 33.126 | 36.807 |  |  | 13         | 16.199 |
| 15                                 | 35.645 | 39.606 |  |  | 14         | 16.496 |
|                                    |        |        |  |  | 15         | 16.779 |
|                                    |        |        |  |  | 16         | 17.07  |
|                                    |        |        |  |  | 17         | 17.396 |
|                                    |        |        |  |  | 18         | 17.704 |
|                                    |        |        |  |  | 19         | 18.015 |
|                                    |        |        |  |  | 20         | 18.396 |
|                                    |        |        |  |  | 21         | 18.748 |
|                                    |        |        |  |  | 22         | 19.135 |
|                                    |        |        |  |  | 23         | 19.555 |
|                                    |        |        |  |  | 24         | 19.947 |

**a. Effective the first full pay period of January 2022 employees will receive a four percent (4.0%) increase in base wages:**

**b. Effective the first full pay period of January 2023 employees will receive a four percent (4.0%) increase in base wages:**

**c. Effective the first full pay period of January 2024 employees will receive a four percent (4.0%) increase in base wages:**

d. Red circled employees shall continue to receive the rate of pay as established in the current Collective Bargaining Agreement (2010-2012 CBA) in effect prior to January 1, 2013, unless superseded by this Agreement ~~(2019-2021 2022-2024 CBA)~~.

**e. Promoted employees shall receive the same step rate of pay in the new classification to which they are promoted as they were earning in his regular classification.**

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

f. The wage scale for newly hired employees shall be set at ~~90%~~ **95%** of the base wage for the first 2,080 hours of work, and 100% of the base wage thereafter.

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

**g. Employees who are alternating into another classification shall receive the same step rate of pay in their alternate classification as they earn in his regular classification.**

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

For the Union:

Paul Komub  
Rick Bova

For the City of Toledo:

Angela Sipek  
[Signature]



~~Wesley~~  
Sueyyn M...  
Megan J Bushy  
[Signature]

Kayla D. Frasco  
[Signature]

Date: 6/30/22

Date: 6/30/2022

**2121.114 Shift Premium**

(a) Employees working on the second shift shall receive fifty cents (\$0.50) 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 working on the third shift shall receive ~~sixty cents (\$0.60)~~ **seventy-five cents (\$0.75)** per hour in addition to their base hourly wage. The third shift shall be considered to be any employee who starts four (4) hours after the regularly scheduled second shift starting time.

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

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

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

**For the Union:**

Paul Kowalski  
Chris Brown  
[Signature]  
Stephen Manning  
Megan J. Burt  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

**For the City of Toledo:**

Amber Supl  
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\_\_\_\_\_  
\_\_\_\_\_

Date: 6/16/22

Date: 6/16/22

2121.115 Shift Saturday-Sunday-Holiday Pay

Shift workers working straight time on Sunday shall be paid an additional thirty-five cents (\$.35) per hour. Effective January 1, 1988, Shift workers working straight time on Saturday shall be paid an additional thirty-five cents (\$.35) per hour and shift workers working straight time on Sunday shall have their Sunday shift pay increased to sixty cents (\$.60) per hour. Shift workers working Christmas Eve and New Year's Eve shall be paid twelve (12) hours at their regular straight time rate. Shift workers working the six major holidays shall be paid ten (10) hours at their regular straight time rate.

For the Union:

Paul Rowle  
Thig Brown  
Luzanne Massey  
Megan J Bush

For the City of Toledo:

Amber Supt

Date: 6/16/22

Date: 6/14/22

**2121.116 Hazard Pay**

Whenever an employee is working under hazardous conditions or above a certain height or below a certain depth or in other listed conditions, hazard pay in the amount of one dollar (\$1.00) per hour shall be added to the employee's rate for the length of time the employee is actually performing the duties under the hazardous condition.

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

Blower Building operators and the Secondary Treatment Day Man shall earn hazard pay in the amount of fifty cents (\$0.50) per hour, and Secondary Treatment operators shall earn hazard pay in the amount of twenty-five cents (\$0.25) per hour during chlorine season.

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

**For the Union:**

Paul Kourek  
Rick Brown  
[Signature]  
Sueyyn Maroney  
Megan [Signature]  
[Signature]

**For the City of Toledo:**

[Signature]  
[Signature]  
Kayla [Signature]  
[Signature]

Date: 6/30/22

Date: 6/30/2022

2121.117 Meal Allowances

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

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

For the Union:

Paul Kowale

Suzanne Manning  
Megan J. Bish  
[Signature]

Rick Brown  
[Signature]

Date: 6/16/22

For the City of Toledo:

[Signature]  
Kayla D. Masco  
[Signature]

Date: 6/16/2022

**2121.120 Termination and Severance Pay**

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

(a) They shall be compensated for any earned vacation and bonus vacation including any vacation carried over from the previous year plus vacation earned the year in which the employee terminated. The computation of the vacation earned in the year in which the employee terminated shall be in accordance with the following table:

Entitled to 2 weeks -  $0.916 \times$  the number of months worked

Entitled to 3 weeks -  $1.333 \times$  the number of months worked

Entitled to 4 weeks -  $1.750 \times$  the number of months worked

Entitled to 5 weeks -  $2.166 \times$  the number of months worked

Entitled to 6 weeks -  $2.584 \times$  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 shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30 he shall receive pay for two (2) discretionary holidays.

(c) An employee shall also be paid longevity computed on a prorated basis for those number of months worked that year while in the employment of the City or who separate in good standing from employment after twenty-one (21) years of service shall also receive severance pay for unused sick time in accordance with the provisions of Section [2121.95](#) (Accumulation of Sick Days) as follows:

- i. Employees not covered by the sick leave conversion plan set forth in Section [2121.95\(b\)](#) (Accumulation of Sick Days) shall be paid for unused sick time accumulated to the time of termination at the rate of one-half ( $\frac{1}{2}$ ) of all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.
- ii. Employees hired on or before May 18, 1991 who elect the sick leave conversion plan will be paid for unused sick leave from that banked effective May 18, 1991 as follows at the employee's regular rate as of May 18, 1991: all banked sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days. These employees will also be paid for unused sick leave accrued after May 18, 1991 in accordance with paragraph (iii) below.
- iii. Employees hired after May 18, 1991 will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the

first 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.

(d) 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.

(e) Employees who terminate their employment with the City for any reason must return all City issued property and equipment, including, but not limited: Identification badges, building keys, vehicle keys, gas cards, laptop computers and associated equipment, cell phones, etc. An employee who fails to return any City issued property and equipment will have his or her severance check reduced by the item's replacement cost.

For the Union:

Paul Konec  
Rick Brown  
[Signature]  
Susan Marneng  
Megan J. Bysh  
Thom [Signature]

For the City of Toledo:

[Signature]  
Kayla D. Pasco  
[Signature]  
[Signature]  
Catherine Speck-Bannister

Date: April 28, 2022

Date: April 28, 2022

2121.121 Solid Waste Incentives Pay

Upon ratification of this Agreement, for each utility worker, clerk, intermediate clerk, senior clerk, landfill equipment operator, heavy equipment mechanic, and tandem driver Teamsters Local 20 member in the Landfill Operations of the Solid Waste Division, the City will pay \$8.06 per day for persons currently in these classifications. New hires and transfers from other bargaining units following ratification of this Agreement will not receive this incentive.

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

For the Union:

Paul Kowalski  
Ryan Brown  
Lorena Marnay  
Megan Bush

For the City of Toledo:

Angela Siple  
Dylan May  
Kayla D. Frasco

Date: 6/30/22

Date: 6/30/2022



**2121.122 Water Reclamation Incentives**

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

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

For a wastewater operator license Class I, or collections license Class I, or laboratory license Class I, **or articulating crane operator: \$150-\$200** 225 PK MB

For a wastewater operator license Class II, or collections license Class II, or laboratory license Class II, **or fixed cab operator: \$500-\$750**

For a wastewater operator license Class III, or millwright journeyman's card, or laboratory license Class III, **or Industrial Mechanic Certification: \$1,000 \$1,250**

For a Trades Mechanic journeyman status: **\$500 \$1,000**

For an Electrician journeyman status: **\$500 \$1,000**

For a Commercial Driver's License (CDL): \$500

These incentives are in addition to the City compensating employees for training, time off to take licensing tests, and paying the license fees. To be eligible to receive the incentive for the Commercial Driver's License (CDL), the employee must be willing and able to operate any vehicle that requires a CDL for operation at any time, as determined by management. Refusal to perform any work requiring a CDL within an employee's job assignment will result in denial or loss of the incentive payment.

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

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

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

**(d) Disputes under this provision shall be resolved through the grievance procedure.**

**For the Union:**

Paul Komel  
Russ Brown  
Lynne Manning  
Megan J. Bush  
[Signature]  
[Signature]

**For the City of Toledo:**

[Signature]  
[Signature]  
Kayla D. Frasco  
[Signature]

Date: 6/30/22

Date: 6/30/2022

2121.124 Clothes Allowance

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

Employees at the Landfill will continue to receive clothing in accordance with their work rules. Employees at the Division of Water Reclamation will receive \$200.00 per year, payable on or before September 30<sup>th</sup>, to purchase workwear. Management reserves the right to dictate color, fabric, and type of workwear required.

For the Union:

Paul Komel  
Mike Brown  
Dwayne M...  
Megan Bush

For the City of Toledo:

Angela Supt  
G...  
Kayla De...  
Shelley

Date: 6/30/22

Date: 6/30/2022

**2121.135 Termination**

This agreement shall be effective **January 1, 2022**, and shall remain in full force and effect through **December 31, 2024**, and thereafter until terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

**For the Union:**

*Paul Kowal*

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*Ken Brown*

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*Thomas*

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*Megan J. Burr*

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*C. Lynn Manning*

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*Paul Kowal*

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**For the City of Toledo:**

*Megan Smith*

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*John*

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*J. K. Kays*

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*Kayla D. Frasco*

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*Patricia Ann Bannister*

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Date: \_\_\_\_\_

Date: April 28, 2022

**DIVISION OF SOLID WASTE**  
**2022-2024 SANITARY LANDFILL DIVISION AGREEMENT**

**WORK SCHEDULE**

1. All landfill personnel will adhere to the work schedule set forth by the Waste Disposal Section. The work schedule for landfill employees will be as follows:  
  
The Landfill operations shall start at 8:00 a.m.  
  
The City reserves the right to change the schedule, as needed, after 30 days notification to the union.
2. a. The Landfill Master Equipment Operator ~~Parties agree that a new classification for a lead equipment operator would be beneficial. The new classification specification must be submitted and approved by the Toledo Civil Service Commission. After the classification is established, it Lead Equipment Operator~~ will have a separate overtime rotating list from the Landfill Equipment Operators, if appropriate.  
  
b. The Landfill intermediate positions will rotate on the Clerk, and Landfill Clerk will rotate on the overtime rotation list.
3. All employees at the sanitary landfill shall not be entitled to a morning or afternoon rest break, but instead of these contractually agreed to fifteen (15) minute break periods shall be added to the regular one-half (1/2) hour lunch break thus providing all such employees with a one (1) hour lunch break, as per City Ord. 648-78.

**REQUESTING VACATION, AND COMPENSATORY TIME**

4. In order to be off on vacation or compensatory time, an individual must request this time through the appropriate chain of command at least 24 hours in advance so a schedule can be made up so as not to impair the operation of the Landfill. Management will advise the employee within 24 hours of receipt of the request of the approval or denial.
5. When vacation time off or compensatory time off has been requested and approved, the individual requesting the time off will be required to take the time off that was scheduled.

**OVERTIME**

6. For the scheduling of the daily overtime (Monday through Friday), any individual who is off for any reason will not be entitled to work daily overtime on the days they are off.  
  
Daily overtime occurs when an employee is held over to work overtime. In this instance, the employee will be guaranteed at least one (1) hour of overtime pay.
7. For the scheduling of Saturday overtime, any individual who is off on scheduled vacation or accrued time shall be eligible to be asked to work Saturday overtime if he/she has notified the

Division of the desire to work said overtime the Friday before 12:00 noon. If no contact is made, the employee will not be scheduled to work and will not be charged for the appropriate overtime hours.

- a. Any employee not wishing to work Saturday overtime may do so by signing off on the Saturday overtime list board, as supplied by management.
  - b. The overtime rotating list shall be updated daily.
8. When an employee accepts a Saturday overtime assignment and later calls off for that Saturday shift, that employee will not be considered for overtime the next scheduled Saturday overtime.
  9. The starting of equipment and personal clean-up time of **20 ten (10)** minutes will be included in the normal eight (8) hour workday.
  10. All Landfill Equipment Operators (LEO) may, at City's discretion, rotate on a monthly basis on the compactor, disposal dozer, and cover dozer.
  11. **In the event that the schedule for the City of Toledo's refuse collection is changed for a particular holiday, the Hoffman Road Landfill may be opened, provided that an adequate amount of Local 20 employees and supervisory personnel are available. Other scheduled overtime may be canceled as a result.**

## **SAFETY**

12. The City will provide each of the Landfill personnel with the following by September 1 of each year. When safety gear is damaged or worn out, replacement safety gear will be provided when damaged or worn gear is returned to the City. **This provision does not apply to the clerical personnel. Local 20 employees, with the exception of clerical staff member(s), will receive the following items:**
  - A. Three (3) pair of rubber gloves, replaced when contaminated.
  - B. Twelve (12) pair of work gloves.
  - C. Two (2) pairs of **work safety** boots.
  - D. Two (2) pair of glove inserts.**
  - D. Two (2) pair of either coveralls or bib overalls or combination thereof, **with the choice of insulated or non-insulated.**
  - E. One (1) pair of rubber boots, slip on buckle boots, or weather boots.
  - F. One (1) hard hat liner or stocking cap with weather guard.
  - G. Choice of one (1) high visibility coat that is either insulated or non-insulated. One (1) pair insulated coveralls (or two-piece suit). Choice color for Carhart and replace as needed with the choice of jacket or coat, provided color clothing can be obtained at no additional expense and subject to the availability to the authorized vendor.**

**Hard hats will be supplied to all landfill staff on an as-needed basis and will be replaced when worn, expired, or damaged.**

**Clerical staff will be provided: One (1) pair of safety boots, one (1) high visibility jacket, and one (1) high visibility vest, that will only be replaced when worn or damaged.**

All newly-purchased **heavy earth-moving equipment dozers, compactors, backhoes, front-end loaders, and excavators** at the Landfill will be equipped with air conditioning. It is further understood that this provision will include tandem dump trucks.

### **ABSENCES AND A.V.O. ("AVOID VERBAL ORDER") POLICY**

13. A. Personnel shall contact the sick call-in line at least one (1) hour before their scheduled starting time if unable to attend work that day, and will indicate the reason for the absence, the type of time requested (i.e.: sick personal, sick family, FMLA, etc.), and the projected time/date of return to work.
- B. Tardy is defined as reporting for work any time after the scheduled starting time.
- C. Absent is defined as when an employee does not appear for work any time during the established workday without notification to, and approval from, management, or when leaving work prior to quitting time without authorization from management.
- D. When an employee reports to work or calls in for sick time or discretionary holiday after their scheduled starting time, but on or before one (1) hour after their scheduled starting time, it will be considered a minor violation. Reporting to work or calling in after one (1) hour from their starting time will be considered an automatic step in the Progressive Disciplinary Procedure.
- E. An employee, who calls in for time off of less than eight (8) hours, indicates an arrival time, and reports after this time, but within one (1) hour, shall be charged with a minor violation. If time exceeds one (1) hour, it will be considered an automatic step in the Progressive Disciplinary Procedure.
- F. Any combination of four (4) minor violations (tardiness, late calls) within a one (1) year period, shall result in an automatic step in the Progressive Disciplinary Procedure. Any employee who receives three (3) A.V.O.'s for minor violations in a one- (1) year period, shall be informed in writing by management.
- G. All A.V.O.'s for minor violations in excess of one (1) year old shall be removed from the employee's personnel file.
- H. Any violation, whether minor or not, which necessitates an A.V.O. shall be completed by supervision. Supervision will process it with the employee who shall sign or initial the A.V.O. to acknowledge receipt. A copy of all A.V.O.'s will be given to the Chief Steward.

FOR THE UNION:

Paul Komell 1/27/22

Rick Brown

Shane Hu

Stank Smith

Gary Rossmann

Megan J Bud

Jeff Beckee

FOR THE CITY:

Angela Smith 1/27/22

Joe May

Patricia Jo Benter

Kayla D Masro

Michelle

\_\_\_\_\_

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**WATER RECLAMATION  
2022 - 2024 DIVISIONAL AGREEMENT  
MAINTENANCE SECTION**

**SECTION 1 - HOURS OF WORK**

1. The workday for all employees in the Maintenance section will be Monday through Friday as follows:
  - a. 7:00 a.m. starting time
  - b. 10:55 a.m. personal clean-up time
  - c. 11:00 a.m. two (2) fifteen (15) minute breaks (lunch)
  - d. 11:30 a.m. return to work site
  - e. 2:30 p.m. ~~job site~~ **personal tools/ items and** personal clean-up time
  - f. 2:54 p.m. grace period to begin punch out
  - g. 3:00 p.m. end of work day

Work assignments shall be at the discretion of management for inside the plant work or outside the plant, however a minimum of two (2) employees will be required for outside the plant work. Personnel working outside the plant will report to their supervisor out for lunch and in-service after lunch.

**SECTION 2 - VACATIONS**

1. Maintenance vacation schedules will be posted in the first week of January. Employees shall complete and sign the "Request for Time Off" form and present it to their immediate Supervisor. Management shall log the requests on the schedule in accordance with classification seniority. Vacation schedules shall remain posted until the last workday in February. Management will post a notice of vacation schedule at least five (5) workdays prior to closing.
2. To enable all employees to have a summer vacation, all initial requests from the first full week after May 30 through the last full week before September ~~15~~ **30** will be for a maximum of two (2) weeks (ten working days). The work week starts with the first shift on Monday and ends with the third shift on Sunday.
3. After March 1, any additional vacation will be awarded on a "first come, first served basis". All vacation time must be requested at least eighteen (18) hours in advance. By September 1, any vacation time not scheduled may be lost if it cannot be used due to Section #2, Item #4 and compensatory time shall not be granted after September 1 if remaining vacation time is not scheduled.
4. Up to the maximum number of personnel listed below for each classification may be granted vacation, holiday, or compensatory time, so long as it does not impair the operation.

- a) Electrician/Senior Electrician (1)
- b) Senior Maintenance Worker (4)
- c) Utility Worker (2)
- ~~d) Instrumentation Technician Senior Electrician (1)~~
- e) Maintenance Worker (4)
- f) ~~Custodian (1)~~

Management may, at their discretion, allow the maximum number stated above to be exceeded if the workload is such where exceeding the limits does not impair the operation.

- 5. Vacation and compensatory time must be scheduled at least eighteen (18) hours in advance. Vacation/Compensatory time will be granted if it does not unduly disrupt the operations of the section.
- 6. No vacations can be traded.
- 7. Discretionary holiday use will be in a minimum of one (1) hour increments.

### SECTION 3 - OVERTIME PROCEDURES

#### A. General Provisions:

- 1. There will be one rotating overtime list used for all overtime for each classification. The employee with the least amount of hours in a classification will be offered the overtime first. The rotating overtime list shall be updated daily, Monday through Sunday) at 7:00 am and posted by 10:00 am (Monday-Friday).
- 2. All overtime will be recorded by hours actually paid or charged.
- 3. On call-out overtime, when the phone is answered by anyone, or by an answering machine, the employee will be charged the appropriate hours. The supervisor shall **leave their name** ~~let the phone ring ten (10) rings and.~~ **All calls will be verifiable** verified. Any employee called for overtime shall be charged. All requested verification list when requested by a steward to investigate a bona fide complaint, shall be received by the stewards one week from the date of the request.
- 4. A supervisor may elect to cancel an overtime job at any time while filling a crew. However, if the job is not actually worked and the employee does not report to work, no employee will be charged or overtime paid. If an employee reports to work and the job is cancelled, the employee shall receive (2) hours pay for coming in.
- 5. All overtime lists will revert to zero (0) hours the first Monday in January of each year. Classification seniority will be used until hours are established.

6. Anyone not wishing to work overtime on a call-out may sign off the overtime list. Sign offs will be for a minimum of ~~twenty (20)~~ **ten (10)** workdays. Such employees will maintain the right to work overtime on a holdover.
7. When a person signs off the overtime list and wants to return, they shall do so by taking either the overtime hours they left with or the highest hours in the classification, whichever is greatest. **When an employee refuses overtime on five (5) consecutive occasions in a six (6) three (3) month period, they shall be removed from the overtime rotating list for six (6) three (3) months and may be reinstated with the average number of hours worked in his/her classification. For purposes of this Section, a refusal also includes not responding to the request. Also, occasions are defined as different problems/events not within the same 24-hour period. Once an employee reaches their fourth (4<sup>th</sup>) refusal, they shall be notified in writing. Once an employee reaches their fifth (5<sup>th</sup>) refusal, that employee shall have the right to provide an explanation in writing and/or prove any reasoning why the call out was refused or the phone was not answered.**
8. When an employee is ineligible for overtime, for any reason, **other than voluntary sign-off**, in excess of ~~twenty (20)~~ **ten (10)** workdays, they will be charged upon their return with the average number of hours worked in their classification during their period of ineligibility. Newly promoted or transferred employees from within the division will be given the average number of hours in that classification. All newly hired employees will be given the highest number of hours plus one (1) in that classification.
9. Time cards will be punched at the end of all overtime, except, as approved by the supervisor, for call outs less than four (4) hours. In order to meet meal allowance requirements, persons qualifying (worked more than four (4) hours, must punch their time card to verify time of departure.
10. After an employee has worked eight **(8)** hours of overtime with a regular shift, the supervisor will go back to the rotating overtime list if another two (2) hours or more will be worked. Further **more**, no employee will work more than ten (10) hours overtime in any given twenty four (24) hour period.
11. Unless the employee signs off for overtime on the time off request form they will be called and charged. The sign-off period will begin at three (3:00 p.m.) of the day of signing-off and will end at seven (7:00 a.m.) of the day when the sign-off expired. Once all eligible employees in a classification are exhausted, then the next lower classification of eligible employees will be called. If that list is exhausted, then the supervisor WILL go to those who are on vacation, holiday or, compensatory time. For the classifications of **Crane Operator, Senior** Electrician, **Senior** Trades Mechanic, **Electrician**, Instrumentation Technician and, Vehicle Mechanic, employees in those classifications who are on vacation, holiday, and compensatory time shall be called first after exhausting all eligible employees in the classification. Employees that are approved alternates will be called next.
12. Persons or crews called for overtime on a problem **either** inside **or outside** the plant shall

respond to any legitimate problem inside the plant, which occurs after the call-out and before they leave the plant as directed by the on-site supervisor, given that the proper classifications are present. Persons or crews called for overtime on a problem at an outside facility shall respond to any legitimate problem at any outside facility which occurs after the call-out and before they leave the plant as directed by the supervisor, given that the proper classifications are present. For purposes of this item, "legitimate" shall be any problem that in itself would have necessitated a call-out. Call-outs may begin at 3:01 PM.

13. Those employees on the job shall have the right to continue on the job unless the assignment will exceed the requirements as stated in item #10. In that event, these employees will be ineligible for call out and will not be charged on the overtime list. No alternate supervisor will replace an existing Local 20 member on holdover overtime. A holdover shall occur by 3:00 p.m. with a minimum of two (2) hours.
14. For jobs not worked during the regular day, employees lowest on the overtime list by classification shall be asked.
15. When the difference between the high and low hours in a classification exceeds forty (40) hours between any of the crews, management and the union will meet to determine the cause and possible solutions, if required. In the event that a mutually agreed to settlement cannot be met, the parties will go into the grievance procedure. Any employee called for overtime shall be charged, and all calls will be verified by available means. All requested verification list when requested by a steward to investigate a *bona fide* complaint, shall be received by the stewards one (1) week from the date of the request.

**B. Overtime Call-out:**

1. In the event that overtime is needed for the outside stations, the responding employees shall consist of two (2) Local 20 employees or a #2058 supervisor and one Local #20 employee. All overtime call outs within the plant during this time frame will be handled by the appropriate supervisor assigned the call-out responsibility as defined by management.
2. If the call out list has been exhausted, the supervisor making call outs may use the list of employees who may have indicated NO on the time off request form. These employees will not be charged if they refuse or do not answer the phone.

**C. Special duty overtime:**

1. The use of special duty overtime will be limited to sixty (60) hours per year per employee, unless by mutual agreement, for purposes of providing flexibility when a special situation arises necessitating the bypassing of the employee with the least amount of hours on the appropriate list. Such special duty overtime shall be charged to the overtime list.

**SECTION 4 - BID PROCEDURES**

1. Senior Maintenance Workers, Maintenance Workers and other classifications as needed shall be permitted to bid by classification seniority any of the three (3) crews established. The three (3) crews are established as follows:
  - a) Liquids Handling
  - b) Solids Handling
  - c) Collections
2. Bids will be opened on the second Monday in January and closed one **(1)** week later and opened the second Monday in June and closed one **(1)** week later. All bids will be effective the second Monday in February and the second Monday in July of each year. Bids will last six (6) months unless change is mutually agreed upon between management and the union. Prior to the bid procedure, the Division and the Union shall meet and review the positions the division has determined are to be bid.
3. All bids will be reviewed by the ~~Commissioner~~ **Administrator** of the Bay View Wastewater Facility for appropriateness. In cases, where he/**she** feels that a bid is not in the best interest of the division and can justify this decision, then the bid will not be allowed. It is the intention of the union and the division that this provision be used sparingly.
4. Bids will take precedence over vacancies, however, the administrator of maintenance **or his/her designee** has the ability to assign individuals from one crew to another, i.e.; Liquids to Solids, if it is needed to accomplish the work.

**SECTION 5 - WORK ASSIGNMENTS**

1. ELECTRICIANS

~~This is to establish the type of work the electricians will be performing in the future. In summary, the electricians will perform general maintenance and electrical repairs to maintain the operational capabilities of the facility and to do those work assignments that are routine and not associated with large projects. The following language is agreed to:~~

~~With the reorganization of the electrical section to work in various maintenance crews, it is understood that the majority of new electrical installations and large electrical projects will need to be sub-contracted out. Electrical staff members will continue to do regular electrical repairs and fabrications needed operational emergency repairs and work assignments as directed by the appropriate supervisor.~~

It is also understood that management has the right to bring the plant up to good operational working order by eliminating the backlog of electrical repairs by contracting with outside agencies **or contractors in accordance with the language in Section 2121.127 "Subcontracting."**

## 2. MAINTENANCE

Maintenance supervision will establish work assignments for each area and specifying the required classifications for each work assignment: Sr. Maintenance Worker, Maintenance Worker and/or Utility Worker. Crew size and classifications utilized will be determined by supervision when making the work assignment.

- A). An employee having greater unit seniority in the crew than an identically classified employee and having the requirements needed for the specific work assignment (e.g., Welding, Machining, etc.), may, opt to take the less senior employees assignment. The more senior employee must notify supervision at the start of the shift (not later than the job assignment is given). All things being equal, the assignment goes to the most senior employee in the required classification.
- B). Notwithstanding emergency situations, employees must complete the current job assignment and cannot displace any less senior staff during such assignment.
- C). Maintenance personnel off work for any reason, cannot opt to displace any other employee who has already assigned and is working the job.

### SECTION 6 - ABSENCES AND A.V.O. POLICY

- 1. Personnel shall contact their immediate Supervisor or the sick call-~~off~~ in line before their scheduled starting time if unable to attend work that day, and will indicate the reason for the absence, the type of time requested (IE: sick personal, sick family, **discretionary holiday**, etc.), and the projected time/date of return to work.
- 2. Tardy is defined as reporting for work any time after the scheduled starting time.
- 3. Absent is defined as when an employee does not appear for work any time during the established workday without notification to, and approval from, management, or when leaving work prior to quitting time without authorization from management.
- 4. When an employee reports to work or calls in for sick time or designated holiday after their scheduled starting time, but on or before one (1) hour after their scheduled starting time, it will be considered a minor violation. Reporting to work or calling in after one (1) hour from their starting time will be considered an automatic step in the Progressive Disciplinary Procedure.
- 5. An employee who calls in for time off of less than eight (8) hours, indicates an arrival time, and reports after this time, but within one (1) hour, shall be charged with a minor violation. If time exceeds one (1) hour, it will be considered an automatic step in the Progressive Disciplinary Procedure.
- 6. Any combination of four (4) minor violations (tardiness, late calls) within a one (1) year period shall result in an automatic step in the Progressive Disciplinary Procedure. Any

employee who receives three (3) A.V.O.'s for minor violations in a one (1) year period, shall be informed in writing by management.

- 7. All A.V.O.'s for minor violations in excess of one (1) year old, shall be removed from the employee's personnel file.
- 8. Any violation, whether minor or not, which necessitates an A.V.O. shall be completed by supervision. Supervision will process it with the employee who shall sign or initial the A.V.O. to acknowledge receipt. A copy of all A.V.O.'s will be given to the Chief Steward.
- 9. Sick Time must be used in one (1) hour increments or more, unless FMLA-related.

**SECTION 7 - REVIEW AND AMENDMENT**

- 1. All sections of the above work rules must be consistent with language specified in the collective bargaining agreement. Where discrepancies exist, the union and management will meet to amend the work rules in order to be consistent with the provisions of the collective bargaining agreement.
- 2. Where it is determined that any of the above provisions negatively impacts the smooth and efficient operation of the Maintenance Section, the union and management, by mutual consent, may modify or temporarily suspend various provisions to rectify the given situation.
- 3. The parties agree to meet and review the effects of working under these work rules after they have been in effect for six (6) months. In the event the parties have a dispute and are unable to reach an agreement within fourteen (14) calendar days, the matter shall be submitted to expedite arbitration with a hearing to be held within thirty (30) calendar days and a decision within fourteen (14) calendar days thereafter.

FOR THE UNION:

Megan J. Bush

[Signature]

[Signature]

Rob Brown

Paul Kambe 2/25/22

FOR THE CITY:

Ampliscript

[Signature]

Patricia DeBarnister

Kayla Frasco

TENTATIVE AGREEMENT

FEBRUARY 25, 2022

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**DIVISION OF WATER RECLAMATION  
~~2019-2021~~ 2022-2024 DIVISIONAL AGREEMENT  
 OPERATIONS SECTION**

**SECTION 1 - DEFINITION OF TERMS**

1. Continuous Operations:  
Any operation that is staffed twenty-four (24) hours a day, seven (7) days a week or as determined by management under the supervisor discretion clause.
2. Shift Operator:  
Any operator assigned to "A", "B", "C" or "D" shift.
3. Day Operator:  
Operators, **who workdays off created by day shift operators in their building first, Assigned to first shift Monday -Friday in their bid station first,** then in other areas as defined in the **scheduling and** overtime call-out procedure.
4. STANDBY Operators:  
Operators who are assigned to cover vacancies, within their bid areas first, then in other areas as defined in the overtime call-out procedure.

**SECTION 2 - AREAS OF OPERATION**

1. Utilization for the purpose of bidding on announced vacancies, establishment of unit seniority for overtime and vacation lists:

|    |                             |              | <b><u>Day</u></b>        |
|----|-----------------------------|--------------|--------------------------|
|    | <u>Station</u>              | <u>Shift</u> | <u>STANDBY</u>           |
|    |                             |              | <b><u>Relief Day</u></b> |
| 1. | Central Control Office (CO) | 4            | 1                        |
| 2. | Primary (PT)                | 4            | 1                        |
| 3. | Wet Weather                 | 4            | 1                        |
| 4. | Secondary Treatment (ST)    | 4            | 1                        |
| 5. | Blower Building             | 4            | 0                        |
| 6. | Solids Handling (SH)        | 4            | 1                        |
|    | Totals                      | 24           | 5                        |

**SECTION 3 - WORK SCHEDULE**

1. There will be an operational yearly schedule posted in each station prior to January 1, of each year. Accrued time will be posted monthly. A reasonable effort will be made to do so by the 15th of the month.
2. There will be a revised operational work schedule posted every Wednesday by noon indicating employees' shifts, workdays and hours.
3. All employees, including shift workers going to day shift, requesting for time off shall submit it by Tuesday at noon of the previous week. Requests for time off will be given to the Operation Supervisor.
4. All requests for accrued time off will be in increments of a minimum of four (4) hours. A minimum of four (4) hour increments will constitute one day in regards to the utilization of standby operators.
5. Operators may request by phone, two discretionary holidays and one discretionary Vacation day, under CBA Article 2121. 107 (c) in four (4) hour increments one (1) hour prior to the start of their shift. **Once a DH/DV is approved it must be honored. Operators may request to use DH/DV after reporting for their shift, but approval may be contingent upon the ability to find relief for the operator.** Only one (1) DH/DV per 24-hour day (6 a.m. to 6 a.m.) per station will be allowed first come first served. DH/DV must be used or scheduled by December 1st of each year including major holidays (6) – and will not be eligible for overtime during scheduled DH/DV. If by-passed they will remain first out. The third DH will replace one regular holiday

**SECTION 4 - HOURS OF WORK (OPERATIONAL PERSONNEL)**

1. First Shift: 6:00 a.m. to 2:00 p.m.  
 Second Shift: 2:00 p.m. to 10:00 p.m.  
 Third Shift: 10:00 p.m. to 6:00 a.m.
2. Shift Operators' Days Off:

|               |   |
|---------------|---|
| Third Shift:  | Monday and Tuesday (Firm)   |
| Second Shift: | Saturday and Sunday (Firm)  |
| Relief Shift: | Wednesday and Thursday (Firm)   |
| First Shift:  | Any Two (2) Days Monday through Friday<br>(Upon proper notification to supervision) |
3. Shift Workers' Workweek: Monday through following Sunday.
4. Day Operator: Monday through Friday - 6:00 a.m. to 2:00 p.m.

**SECTION 5 – VACATIONS**

1. Requests for vacations, on the Request for Time off Form, must be turned into the Operations Office. Vacations to have preference over other accrued time during prime time only. Vacations will be scheduled from April 1<sup>st</sup> through March 1<sup>st</sup> of following year. This language is for scheduling only and not for carry over vacation, unless approved by management.
2. Prime Time: The period from the first full week after May 30, and ends the last full week before September 15. The work week starts with the first shift on Monday and ends with the third shift on Sunday.
3. To enable all employees to have a summer vacation, all prime time requests will be for a maximum of two workweeks. During prime time, all vacations will be scheduled for complete workweeks and taken in five and/or ten-day increments only except where an employee is entitled to less than five days vacation. Employees who have less than two weeks vacation for the year, holidays may be used in the first posting period, notwithstanding the fact that vacation takes preference over any accrued time.
  - a. First Posting Period: January 15 through February 28. During this period employees may request any and all vacation time for the year on an individual basis - excluding holiday and compensatory time - to be awarded by seniority in their classification except as noted above. On or about January 15, employees will be contacted in seniority order by the scheduler or the employee's duty supervisor and informed that it is his turn to pick his vacation. The employee will then have three (3) calendar days to respond. In the event an employee does not turn in a request within three (3) calendar days, he will be passed over and the next person will be contacted. Employees so by-passed will have forfeited their right to bid on vacation by seniority for this round.
  - b. Second Posting Period: Same as in "a." - except from March 1 through March 31.
  - c. All requests for accrued time after March 31: "First Come - First Served."
4. The number of Operations employees that may be off on accrued time (except sick time) at any given time will be limited to a maximum of one per station for five (5) days/week/station, excluding the second shift scheduled Holiday<sup>2</sup>s on Friday.
5. No vacations can be traded.
6. Cancellation of accrued time:
  - a. All scheduled accrued time that has been awarded during first or second posting period may be canceled by written request. Time requested for scheduled accrued

time cancellation must be in (5) day increments only, where. time has been taken in five (5) day increments. This request must be submitted not less than twenty (24) workdays in advance of vacation time requested for cancellation, except for documented emergencies.

- b. Canceled vacation time will be posted. This time will then be bid and awarded by the same procedure as in the first posting period. If time is still open after going through the procedure for the first posting, the time shall then be awarded first come-first serve. **An operator that cancels time shall be moved to the bottom of the list for the time he or she cancelled.**
- c. **Operators may request to cancel their DH/DV as long as another operator has not already accepted overtime to cover the shift.**

### SECTION 6 - HOLIDAYS

- I. Unused holidays will be scheduled off on relief second - shift Friday unless the supervisor is notified, in writing by Tuesday at noon, of the previous week of their employee's desire to work either three (3) shifts.
  - a. Standby Operators and Day Operators: Will be off on a scheduled holiday on any holiday which falls on a day when they are not covering a vacancy, unless supervision is notified, by Tuesday at noon of the previous week of their desire to work.
  - b. Shift operators, day operators and standby operators may use accrued time (excluding sick time) by proper notification one hour prior to the start of shift - Monday through Friday, day **and second** shift **only**. This shall be based on first come - first served, with no overtime being created. The operator shall verify approval one (1) hour before start of the shift for time off. This provision is subject to the seven (7) day (Tuesday at noon) notice provision of Section 3, Work Schedule, Part 3.

### SECTION 7 - ABSENCES AND A.V.O. POLICY

- 1. Personnel shall contact their immediate Supervisor or the sick call-in line one (1) hour before their scheduled starting time if unable to attend work that day, and will indicate the reason for the absence, the type of time requested (i.e.: sick personal, sick family, etc.), and the projected time/date of return to work.
- 2. Tardy is defined as reporting for work any time after the scheduled starting time.
- 3. Absent is defined as when an employee does not appear for work any time during the established workday without notification to, and approval from, management, or when leaving work prior to quitting time without authorization from management.
- 4. When an employee reports to work or calls in for sick time or designated holiday after their scheduled starting time, but on or before one (1) hour after their scheduled starting time, it will be considered a minor violation. Reporting to work or calling in after one (1) hour

- from their starting time will be considered an automatic step in the Progressive Disciplinary Procedure.
5. An employee, who calls in for time off of less than eight (8) hours, indicates an arrival time, and reports after this time, but within one (1) hour, shall be charged with a minor violation. If time exceeds one (1) hour, it will be considered an automatic step in the Progressive Disciplinary Procedure.
  6. Any combination of four (4) minor violations (tardiness, late calls) within a one (1) year period, shall result in an automatic step in the Progressive Disciplinary Procedure. Any employee who receives three (3) A.V.O.'s for minor violations in a one- (1) year period, shall be informed in writing by management.
  7. All A.V.O.'s for minor violations in excess of one (1) year old shall be removed from the employee's personnel file.
  8. Any violation, whether minor or not, which necessitates an A.V.O. shall be completed by supervision. Supervision will process it with the employee who shall sign or initial the A.V.O. to acknowledge receipt. A copy of all A.V.O.'s will be given to the Chief Steward.

#### **SECTION 8 - SCHEDULING SHIFTS & OVERTIME CALL-OUT PROCEDURES**

1. Scheduling (bold)
  - a) When an Operator calls off their shift or leaves their shift for any reason, supervision shall have the right not to fill the shift. If supervision does not fill the shift with overtime, the supervisor shall not be permitted to do work in that area.
  - b) **Day and standby Operators will be scheduled to work for Operators who are off in their bid station first. If all shifts are covered within their bid station, day and standby operators may then be scheduled to cover shifts within their sister stations.**
  - c) The station will not be staffed, and the sister station operator will monitor both areas.
  - d) Transfer **of the** Day and standby operators **to cover a shift in their bid station or their sister station. Day and standby operators may be moved** to another area, other than their home area. Operator must have worked in the area within the last **six (6) twelve (12)** months.

#### II. **Overtime**

During abnormal or wet, high flow conditions, all operational stations will be fully staffed with the exception of S.D.B.

It should be noted that management has the right to not fill any operator shift, which would precede the above procedure. The following items in this Section refer only to section 8 (1) (d) above when it becomes necessary to use overtime.

~~For Wet Weather only: It is the intent of this section to schedule necessary overtime work as evenly as possible. Initially, the overtime rotating list will be established based on seniority. However, after the first round, the employee with the least amount of overtime hours shall be called first for the overtime opportunity. All calls whether missed or accepted shall be charged for the overtime hours. An employee on duty is ineligible and shall not be charged for the overtime hours. The overtime rotating list shall be updated daily at 6:00 A.M. and shall be available in the Supervisor's office.~~

a) Overtime in all operational stations shall be filled according to the following priority list starting with Option (1) and so on down the order.

1. Day and standby operators may be transferred to cover overtime in their sister station as long as they are extra in their bid station.
2. Overtime call-outs will be made off of a rotating list predicated on seniority. Call outs will be sequential in a rotating manner and will not be based on logged overtime hours. No call-out will be made until one (1) hour after the start of the shift excluding injuries or emergencies.
3. After exhausting the station list, the standby operator in the sister area may be called. Acceptance of this overtime will not be charged to the rotating list for the standby operators bid station.
4. If the standby operator in the sister station refuses the overtime, the overtime offer will be made to the day operator of the sister station. Acceptance of this overtime will not be charged to the rotating list for the day operator's bid station.
5. If the day operator of the sister station refuses the overtime, overtime call-outs will be made to the shift operators of the sister station based on a rotating list predicated on seniority. Operators will be charged for this overtime on a separate list. Acceptance of this overtime will not affect their rotation in their bid station.
6. After exhausting the station and sister station overtime call out list, the last out operators may be called. This call out is not based on seniority. The calls should go to the last operator that bid out of that station and so on down the list. Operators must have worked in that station within the last twelve (12) months. The employee will not be charged for acceptance of this overtime.
7. In the event that no relief can be found, the operator on duty will be forced to cover the shift, as long as it does not result in the operator working more than sixteen (16) continuous hours and it does not interfere with the operator's regularly scheduled shift.

- b) Any employee not wishing to be called for overtime can have this signified on the overtime list by submitting a written waiver. Employees must withdraw waivers before being put back on the overtime list.
- c) No employee will be called to cover their own shift when off on funeral, scheduled training or any shift when on union time or sick time from 6:00 a.m. to 6:00 a.m.
- d) If an employee calls in ~~two (2)~~ **four (4)** hours or less prior to his scheduled starting time to indicate he is unable to work, either the employee on the shift to be relieved may be required to work - shift operator to be asked first, provided Section 8(1)(a) is not used. If both employees refuse overtime and the call-out list has been exhausted, the employee with the least amount of class seniority will be required to stay on the job until relief can be obtained.
- e) Any employee may be held over in the event of an emergency - as determined by management. Holdovers do not affect one's position on the rotating list.
- f) When an operator works more than four (4) hours overtime, they will be rotated. When an operator works four (4) hours or less overtime, they will not be rotated. This provision does not affect the holdover language. When an operator is called and there is no answer or refuses, he will be rotated. If he works more than 4 hours, the call out procedure will be followed.
- g) While on a shift trade with ~~a standby~~ **any** operator, the trading operators will assume all responsibilities of the position to which they are trading. This provision will be in accordance with the provision 8(1)(b) of this section. An operator who trades a shift that results ~~that~~ in working sixteen (16) continuous hours will not receive an overtime bypass.

### SECTION 9 - BIDDING PROCEDURE

1. When an operator's position becomes vacant, it must be posted for bid within five (5) calendar days. If the position is not bid after the first posting, an operator can request the position to be posted for bid again within 45 days of the first posting date. In the event the position is not bid by an operator, management reserves the right to fill the bid by assignment.
2. For an employee to sign a bid, he must contact the duty supervisor and sign the bid sheet in triplicate with the employee immediately receiving a numbered receipt of his bid.
3. If an employee has been awarded a job, by bid, within his classification, the employee forfeits his bidding rights for sixty (60) workdays, except within the same bid station or for job loss.

4. Bids will be posted for ten (10) calendar days and will be awarded and appointed on the next revised schedule immediately following the ten (10) day posting period.
5. When an eligible person is absent while a bid is posted, this employee will have forty-eight (48) hours after his return to work to bid for the vacant position. However, arrangements can be made with union stewards prior to absence by employee(s) desiring to bid. A reasonable effort will be made by management and the union to notify the employee of a vacant position.
6. Any operator reassigned or awarded a bid on or after January 15, will be low man in seniority per round until the end of that calendar year for the purpose of selecting vacations.
7. Bids shall be awarded by continuous classification seniority in the unit.
8. The Manager of the Bay View Wastewater Facility for appropriateness will review all bids. In cases where he feels that a bid is not in the best interest of the division and can explain this decision, then the bid will not be allowed. It is the intention of the union and the division that this provision be used sparingly.
9. Break-in shall not exceed twenty (20) workdays **or one hundred sixty (160) actual work hours with no more accrued time off than a total of five (5) days**, except at management discretion. If the bid operator takes time off during the break-in period, it will extend the break-in a like number of workdays. New Employees will receive **a break in period of thirty (30) day or two hundred forty (240) actual work hours. hour's break-in. The aforementioned break-in periods may be shortened upon mutual agreement between the Union, the employee, and management.**

#### **SECTION 10 - GENERAL RULES FOR STANDBY OPERATORS**

1. STANDBY operators may be assigned to fill a shift anywhere.
  - a) Refer to overtime call-out procedure for STANDBY operator assigned, Section 8(1) (b).
2. In the event of an absence such as an illness, injury leave, emergency leave uncontrollable event or funeral leave for one (1) or more days, standby operators can be used to fill any job, with a twenty (20) hour notice to the standby operator – as follows:
  - a) First day - if less than twenty (20) hours notice - covered **ed** with overtime.
  - b) First day with twenty (20) hours notice or any additional days - standby operator covers shift.
  - c) Standby **operators** can always be used in their area if they standby on the same shift, or as specified in Section 8(1)( b).



- d) The revised schedule for standby operators shall be adhered to subject to the above and following provisions of this section.
  - e) The twenty (20) hour notice is calculated from **the** starting time of the Standby operator's shift for the day in question. Oral notice to the Standby operator is adequate. A twenty (20) hour notice is adequate if given to the operator during the first two hours of a shift he is working.
3. Standby operators will assume the same days off as the operator they are working for, only if the operator is off for the whole week (40 hours).
- a) When the Standby operator is working day shift and is extra, they can be utilized on a different shift. They can be used on any three (3) days the day relief operator is also working. The standby operator will be limited to covering either three (3) (2-10) second shifts or three (3) (10-6) third shifts or a combination thereof. This will not interfere with the standby operator having two (2) days off in a row.

When an operator, who desires accrued time off is in conflict with providing the standby operator's two (2) days off in a row, the following steps will be taken to resolve the conflict:

- b) ~~The supervisor, standby operator and operator will make every effort to resolve the conflict.~~

**For the Union:**

Paul Kamukwa

Rita Brown

Chris [unclear]

Megan J. Bush

[Signature]

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**For the City of Toledo:**

Angela Supt

Kayla DiPasco

Patricia [unclear] Bannister

[Signature]

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Date: April 26, 2022

Date: April 26, 2022

COVID PREMIUM PAY AGREEMENT

The parties to this Tentative Agreement are the City of Toledo (COT) and Teamsters Local 20 (Union).

The parties agree as follows:

1. The City shall pay to each member of the bargaining unit, employed as of the date of Union ratification, a COVID premium pay amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00).
2. The City shall pay the aforementioned COVID premium payment to bargaining unit employees who worked during the pandemic and retired from their employment with the City between January 1, 2021 and the date of Union ratification, provided that the retiree performed essential work according to the American Rescue Plan ("ARPA") definition.
3. This premium pay amount is to be paid via a separate check on an off-pay week within sixty (60) days following the ratification of the Union and formal approval of the City.

For the Union:

Paul Koumb  
Russ Brown  
Shirley Massey  
Megan J. Burk  
Shane J.  
[Signature]

Date: 5/27/22

For the City of Toledo:

Trisha Siple  
Patricia P. Bannister  
[Signature]  
Kayla D. Pasco  
[Signature]

Date: 5/27/22