

**2105.02 Classifications**

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

<b>Classification</b>	<b>Salary Group</b>
Administrative Operations Officer	11
Administrative Specialist	9
Administrative Technician	8
<b><u>Application Support Administrator</u></b>	<b><u>14</u></b>
Assistant Chief Building Official	15
Associate Planner	12
Buyer	7
Chief Building Inspector	11
Chief Buyer (825-02)	9
Chief Chemist - Environmental Services	12
Chief Chemist/Bacteriologist	12
Chief Electrical Inspector	11
Chief Electrician	9
Chief General Inspector	11
Chief Heating & Refrigeration Inspector	11
Chief Horticulturist	11
Chief Plumbing Inspector	11
<b><u>Chief Surveyor</u></b>	<b><u>See Appx. A</u></b>
Community Relations Specialist	8
Construction Contract Specialist	<b><u>See Appx. A</u></b>
<b><u>Construction Inspection and Testing Specialist</u></b>	<b><u>See Appx. A</u></b>
Contract Compliance Specialist	8
Criminalist	9
Customer Relations Officer	12
Data Communications Specialist	10
End User Support Specialist	10
<b><u>End User Support Supervisor</u></b>	<b><u>12</u></b>
Energy Coordinator	10
Engineering Associate	<b><u>See Appx. A</u></b>
Engineering Technician	<b><u>See Appx. A</u></b>
Environmental Engineer	12
Environmental Review Specialist	10
Financial Assistance Specialist	9
Foreman – Cemeteries	9
Foreman – Field Services	10

Foreman – <b><u>Parks-Land Maintenance</u></b>	<b><u>9 10</u></b>
Foreman - Sewer Construction & Maintenance (663-01)	10
Foreman - Waste Disposal	9
Foreman - Water Distribution System	10
General Foreman - Sewer Maintenance	11
General Foreman - Streets	<b><u>10 11</u></b>
General Foreman - Water Distribution System	11
GIS Analyst 1	10
<b><u>GIS Analyst 2</u></b>	<b><u>12</u></b>
GIS Technician	9
Historical/Environmental Officer	12
Historical Review Specialist	10
Industrial Waste Control Specialist	11
<b><u>Intermediate Traffic Technician</u></b>	<b><u>11</u></b>
Loan Officer	11
Neighborhood Development Specialist	11
Planner	11
Plans Examiner	15
Process Control Analyst	10
Professional Engineer	<b><u>See</u></b> <b><u>Appx. A</u></b>
<b><u>Professional Surveyor</u></b>	<b><u>See</u></b> <b><u>Appx. A</u></b>
Program Monitoring Specialist	9
Programmer/Analyst	9
Public Information Technician	9
Real Estate Specialist	9
<b><u>Recreation Specialist</u></b>	<b><u>8</u></b>
Rehabilitation Projects Officer	12
Rehabilitation Specialist	11
Relocation Officer	10
Safety and Training Specialist	10
Senior Accountant	12
Senior Chemist - Bacteriologist	10
Senior Criminalist	12
Senior Environmental Specialist	10
Senior Park Planner	<b><u>11 13</u></b>
Senior Planner	13
Senior Process Control Analyst	12
Senior Professional Engineer	<b><u>See Appx. A</u></b>

Senior Real Estate Specialist	<b><u>10 14</u></b>
Senior Supervisor – Water Reclamation – Maintenance	10
Senior Supervisor - Water Reclamation – Operations	11
Senior Systems Analyst	12
<b><u>Senior Traffic Technician</u></b>	<b><u>10</u></b>
Senior Water Control Room Operator	10
<b><u>Solutions Architect- Custom Applications and Support</u></b>	<b><u>15</u></b>
<b><u>Solutions Architect- Third Party Applications</u></b>	<b><u>15</u></b>
Staff Criminalist	10
<b><u>Staff Professional Engineer</u></b>	<b><u>14</u></b>
Superintendent - Bridge Maintenance	12
<b><u>Superintendent- Code Compliance</u></b>	<b><u>12</u></b>
Superintendent – <del>Parks</del> <b><u>Urban Beautification</u></b>	12
Superintendent - Pump Station	12
Superintendent - Sign Shop	12
Superintendent - Streets	12
Superintendent - Traffic Signals	12
Superintendent - Waste Disposal	12
Superintendent – Water Reclamation	<b><u>13 15</u></b>
Supervisor - Athletics	10
Supervisor - Automotive Maintenance	<b><u>10-11</u></b>
Supervisor - Bridge Maintenance	<b><u>10 12</u></b>
Supervisor – Building Inspection	13
Supervisor – Cemeteries	10
Supervisor – Code Compliance	10
Supervisor – Customer Service Contact Center	11
Supervisor - Enforcement Support Staff	<b><u>9 11</u></b>
Supervisor – Field Services	11
Supervisor – <del>Forestry</del> <b><u>Urban Beautification</u></b>	<b><u>10-12</u></b>
Supervisor - Instrumentation	11
Supervisor - Maintenance & Repair	11
Supervisor - Nature Programs	9
Supervisor - Police Data Control (664-01)	9
Supervisor - Recreation	10
Supervisor - Recreation/Special Populations	10
Supervisor – Storeroom	9
Supervisor - Street Operations	11
<b><u>Supervisor – Surveyor</u></b>	<b><u>14</u></b>
Supervisor - Tax Audits	12

Supervisor - Tax Records Management	10
Supervisor - Traffic Signs and Painting	9
Supervisor - Utilities	<del>11</del> 12
Supervisor - Utility Accounting	11
Supervisor - Utility Administration	10
Supervisor - Vehicle Parts	10
Supervisor - Water Reclamation – Maintenance	9
Supervisor - Water Reclamation - Operations	10
Supervisor - Water Reclamation – Storeroom	9
Supervisor - Waterworks Maintenance	11
<b><u>Surveyor</u></b>	<b><u>12</u></b>
Surveyor Associate	<b><u>See Appx. A</u></b>
Systems Analyst	11
Systems Specialist	13
Transportation Planner	11
Weed Control Coordinator	9

B) Classifications not currently utilized, but reserved for Local 2058 are as follows:

<b>Classification</b>	<b>Salary Group</b>
Community Development Program Specialist	9
Engineering Projects Specialist	9
Environmental Grants Specialist	8
Equal Employment/Community Specialist	8
Financial Systems Coordinator	13
Fire Protection Engineer	10
Foreman – Meter Shop	8
Foreman - Refuse Collection	9
Foreman – Streets	8
Historical/Environmental Specialist	12
<b><u>Intermediate Traffic Technician</u></b>	<b><u>9</u></b>
PC Systems Analyst	10
Principal Planner	12
Program Management Specialist	8
Quality Circle Facilitator	9
Recreation Programs Coordinator	11
Redevelopment Officer	13
Redevelopment Specialist	11
Rehabilitation Projects Officer	12



Senior Landscape Architect	11
Senior Programmer/Analyst	10
Senior Rehabilitation Specialist	10
Senior Relocation Specialist	9
Senior Supervisor - Water Reclamation – Maintenance	10
<b><u>Senior Traffic Technician</u></b>	<b><u>10</u></b>
<b><u>Staff Professional Engineer</u></b>	<b><u>14</u></b>
Superintendent - Cemeteries	11
Superintendent - Ditch Maintenance	11
Superintendent - Maintenance & Public Building	11
Superintendent - Maintenance & Repairs	12
Superintendent - Municipal Garage	12
Superintendent - Refuse Collection	12
Superintendent - Sewer Maintenance	12
Superintendent - Water Treatment Plant	13
Superintendent - Watermains & Services	11
Supervisor - Accounts Payable	7
Supervisor - Collection & Investigations	11
Supervisor - Communications Specialist	9
Supervisor - Computer Operations	8
Supervisor - Data Processing Operations	7
Supervisor - Meter Reading and Inspection	10
Supervisor – Meter Shop	10
Supervisor - Office	8
Supervisor - Painter	9
Supervisor – Payroll	8
Supervisor - Signs	9
<b><u>Supervisor - Surveyor</u></b>	<b><u>14</u></b>
Supervisor - Traffic Signals Maintenance	11
Supervisor - Vehicle Repair	9
<b><u>Surveyor</u></b>	<b><u>12</u></b>
Technical Service Officer	12
Wastewater Solids Specialist	11
Wastewater Training Specialist	9

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

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

Council Office.

- 2) Also excluded are all City employees in managerial, supervisory and confidential positions as defined in Chapter 2101.
- 3) Also excluded are all City employees in classifications and positions in the bargaining unit represented by Toledo City Employees' Union Local 7, American Federation of State, County and Municipal Employees AFL-CIO and Ohio Council 8, American Federation of State, County and Municipal Employees, as recognized in Case No. 84- VR-07-1584, **and the Local 7 Communications Operator Bargaining Unit.**
- 4) Also excluded are all employees employed in the Division of Solid Waste and the Division of Water Reclamation in classifications and positions represented by Teamsters Local 20.
- 5) Also excluded are all employees in positions and classifications in the Department of Fire and Rescue and in the Department of Police represented by the Toledo Police Patrolman's Association, the Toledo Police Command Officers' Association, the Toledo Fire Chief Association, and Toledo Fire Fighters' Local 92.
- 6) **Also excluded are all employees in the Local 2058 Communications Operator Supervisors Bargaining Unit.**

D) The classifications and positions listed as excluded and included in this section shall be amended at the time successor collective bargaining agreements are bargained to reflect the changes affected pursuant to Section 2105.01, "Recognition".

E) 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, **including a representative from the Office of the Mayor.**

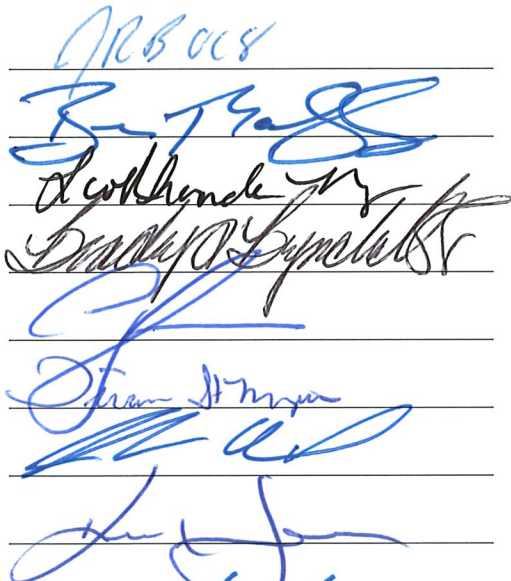
The committee shall review all class titles within the bargaining unit with the intent to consolidate classifications whenever reasonably possible, and to consider whether the current salary groups of the classifications under review are appropriate. The committee shall also consider the merger of classifications 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. **Proposals to modify or create new classifications will be sent to the Union through Human Resources no later than**

**three (3) business days prior to the committee meeting. Should the City fail to meet this deadline, then the committee shall vote to determine whether mutual agreement exists within three (3) business days of meeting. The Parties may extend this timeframe upon mutual agreement.** 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.

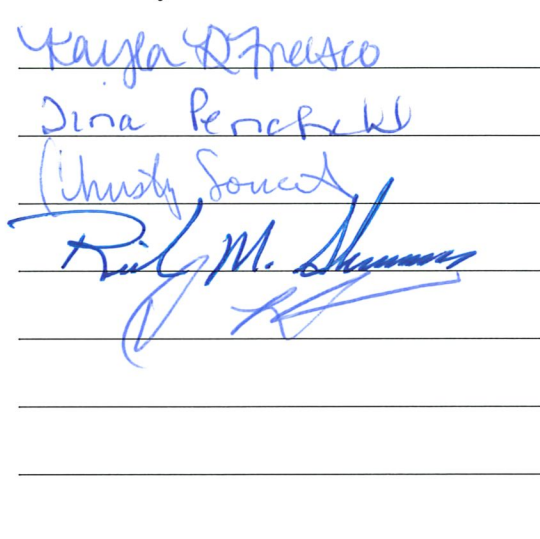
F) Employees in classifications within the bargaining unit of Local 2058 shall be paid in the salary group to which the classification is assigned in accordance with the salary as set forth in Section 2105.94 (Base Annual Salaries) through Section 2105.102 (Termination and Severance Pay).

For the Union:



Date: 5/23/2025

For the City of Toledo:



Date: 05/23/2025

**2105.06 Listing of Employees**

The City agrees to furnish the Union, an up to date list at no cost, on a monthly basis, a list of all employees in the classifications included in the bargaining unit indicating the starting date of employment in the unit to which the employee was assigned including if the member is a dues paying member or non-dues paying member. The list will include City seniority dates, names, address, and telephone numbers, and the following information when available:

- Non-member list: in alpha order by last name. The current name, address, phone number and department /work unit of each bargaining unit employee who are non - members
- Dropped employees: in alpha order by last name, last four digits of the social security number, current address and phone number of bargaining unit employees who were dropped from the previous dues list and the reason each was dropped.
- Total remittance amount.

This Section shall be deemed complied with if one list containing fields with all of the above information (including a field showing whether an employee is a union member or non- member) is provided by the Employer to the Union in Excel format for all bargaining unit employees. The grouping of members and non-members, and the totals required under this Section shall be calculated and/or organized by the Union using the fields provided in the Excel format.

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

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

For the Union:

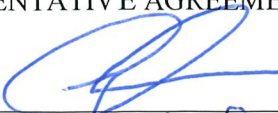


*JAB 008*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

For the City of Toledo:

*Kayla D. Trasco*  
*[Signature]*  
*Syria Penchell*  
*Christy Sorrent*  
*Rail M. Shumore*

MENTATIVE AGREEMENT

MAY 15, 2025

  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: May 23, 2025

Date: May 23, 2025



**2105.12 Pledge Against Discrimination and Coercion**

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

union status  
RF  
QB

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

C) Further, it is the intent of the parties to abide by the policies against: sexual harassment as set forth in Administrative Policy and Procedure #34; racial, ethnic and religious harassment discrimination and harassment as set forth in Administrative Policy and Procedure #46 71; discrimination based on HIV and AIDS as set forth in Administrative Policy and Procedure #47; disabilities under the Americans With Disabilities Act as set forth in Administrative Policy and Procedure #48; workplace violence as set forth in Administrative Policy and Procedure #51; and health information privacy as set forth in Administrative Policy and Procedure #58 HIPPA Policy and Procedure, provided, however, that any remedy for violation of this policy shall be as set forth therein or provided by law.

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

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

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

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

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

For the Union:

ALBCCS  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Latricia by  
Michael Curtis  
[Signature]  
Jim H. Brown

Date: 2-20-2025

For the City of Toledo:

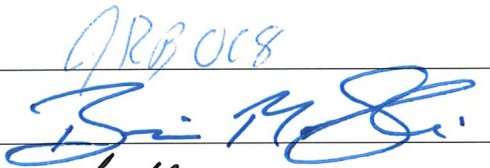
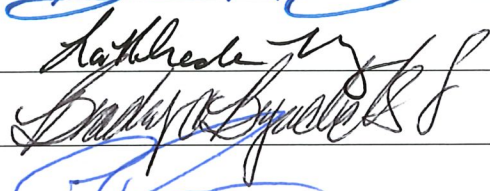
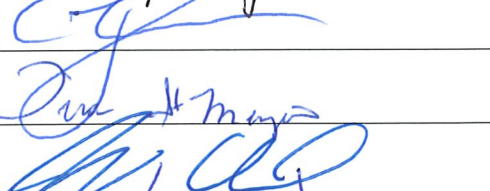
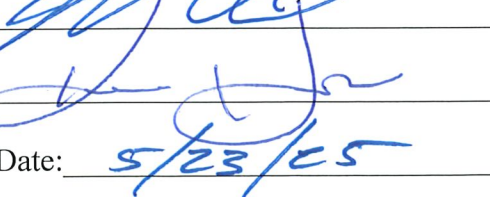
Sina Perreault  
Kayla D. Fusco  
Rob M. Sumner  
   
   
   
   
 

Date: 2-20-25

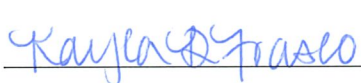


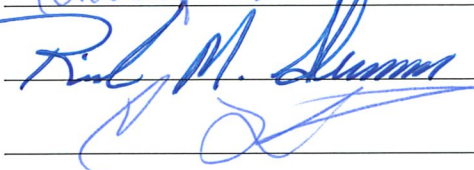
**2105.21 Discipline**

An employee may be disciplined for just and reasonable cause. Any disciplinary action shall be corrective. Discipline for infractions that are minor in nature will follow the Progressive Disciplinary procedure below. Progressive discipline measures may, depending on the seriousness of the offense, skip or repeat steps in the disciplinary procedures. Where the charges are major offenses, including, but not limited to, theft, embezzlement of public funds, being under the influence of or impaired by drugs or alcohol during working hours, the use of alcoholic beverages or abusive drugs during working hours, physical violence, offenses involving gross misconduct, or gross insubordination are not subject to the progressive disciplinary process outlined below. An employee committing these or similarly egregious acts are subject to advanced discipline as determined by management. "Advanced discipline" means that management can seek punishment at any level including termination, regardless of what step of the disciplinary procedure an employee is in.

**1<sup>st</sup> Step: Verbal Reprimand.****2<sup>nd</sup> 1<sup>st</sup> Step:** Written Reprimand.**3<sup>rd</sup> 2<sup>nd</sup> Step:** Suspension – Up to Three (3) Days.**4<sup>th</sup> 3<sup>rd</sup> Step:** Suspension – Up to Twenty (20) Days.**5<sup>th</sup> 4<sup>th</sup> Step:** Termination.**For the Union:**

  
  
  
  
 Date: 5/23/25

**For the City of Toledo:**

  
  
  
  
 Date: 05/23/2025



**2105.23 Procedure**Procedure for ~~Verbal and~~ Written Reprimands

~~A) For Verbal Reprimands, if an employee commits an infraction and a counseling is not utilized, he or she will be given a Verbal Reprimand and be placed in Step One of the disciplinary procedure. A copy of the reprimand will be given to the employee, the Union representative, and the Union President. A Verbal Reprimand must be served within ten (10) workdays of the City having gained knowledge of the infraction. The reprimand should be served in a private manner which would not cause embarrassment to the employee.~~

~~B) A) For Written Reprimands, if an employee commits an infraction within twelve (12) months of a Verbal Reprimand, he or she will be given a Written Reprimand and be placed in Step Two of the disciplinary procedure. if an employee commits an infraction and a counseling is not utilized, he or she will be given a Written Reprimand and be placed in Step One of the disciplinary procedure.~~ A copy of the reprimand will be given to the employee, the Union representative, and the Union President. A Written Reprimand must be served within ten (10) workdays of the City having gained knowledge of the infraction. The reprimand should be served in a private manner which would not cause embarrassment to the employee.

~~C) B)~~ Reprimands may be appealed to Step Two of the grievance procedure. A meeting to review the matter is to be held within ten (10) workdays, with a decision due within ten (10) days thereafter. No further appeal is permitted.

## Procedure for Disciplinary Action Other Than Reprimands

~~D) C)~~ When an employee is to be disciplined the Division Head or Department Head shall have the charges against the employee reduced to writing, the original copy to be served on the employee and a copy provided to the Union President or his designee. The Union President shall make every effort to be available for the serving of the charges. If the Union President is absent from work, the copy will be provided to the Vice President, Chief Steward, or the Recording Secretary. Charges must be brought within ten (10) workdays of the City having gained knowledge of the infraction. The City shall serve a copy of the charges to the Union President or a designee at the address, fax, or e-mail address designated by the Bargaining Agent and this shall constitute service.

~~E) D)~~ The hearing should be held on a date and time mutually agreed upon, no more than five (5) workdays after the charges have been served upon the employee. In the event the hearing cannot be held because of the absence of the employee, Union Representative, or Division or Department Head, then it should be held within three (3) workdays after the return of the absent party. The City's designee shall serve as the hearing officer.

~~F) E)~~ The employee shall have the right to be represented at such hearing by the bargaining agent. The employee representative shall have the right to attend any such

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

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

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

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

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

For the Union:

GRB OC8  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
5/23/25

For the City of Toledo:

Kayla Demaseo  
Sara Penell  
Christy Soucrat  
Rif M. Summers  
[Signature]  
[Signature]  
[Signature]  
[Signature]

TENTATIVE AGREEMENT

MAY 23, 2025

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

Date: 5/23/25

**2105.25 Clearing of Records**

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

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

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

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

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

For the Union:

For the City of Toledo:

ARB 008  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]

Date: 5/23/25

Kayla D Frasco  
 Tina Powell  
 Cheryl Souda  
 Rudy M. Shuman  
 [Signature]

Date: 5/23/25



**2105.28 Probationary Period; Fringe Benefits and Evaluations**

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

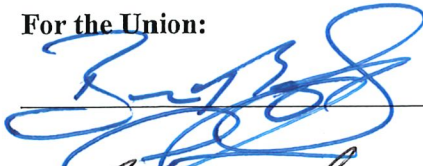
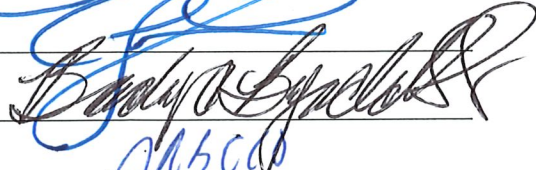
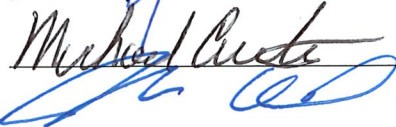

B) Employees promoted to or within positions in the Local 2058 Bargaining Unit shall be probationary for a period of ~~three hundred sixty (360)~~ **four hundred eighty (480)** actual work hours. They shall be eligible for fringe benefits throughout their probationary period.

C) Employees who transfer or take voluntary demotions shall be probationary for a period of ~~three hundred sixty (360)~~ **four hundred eighty (480)** actual work hours.

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

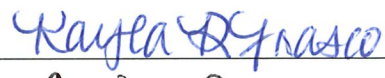
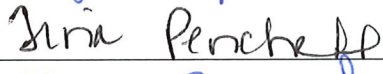


E) During the probationary period, a written weekly evaluation will take place and be discussed with the employee. A standard form is to be designed by the City and the Union and used by all City employees.

**For the Union:**

Date:

1/28/2025**For the City of Toledo:**

Date:

02/04/2025

**2105.33 Loss of Seniority and Job Rights**

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

- 1) The employee resigns his position in the service.
- 2) The employee is discharged for just cause and the discharge is sustained.
- 3) After recall notice has been given to the employee, the employee fails to report for work after fourteen (14) calendar days.
- 4) The employee is absent of his own accord for a period of more than five (5) consecutive workdays and fails to properly notify for a without obtaining an approved leave of absence or notifying the City and substantiating with medical verification that the employee is sick and/or disabled.
- 5) The employee fails to return at the expiration of an approved leave of absence.
- 6) An employee enters primary employment for another employer.
- 7) An employee is laid off continuously for more than three (3) years.
- 8) An employee is deemed unsatisfactory by the new Division in his or her third new classification obtained through a layoff, as referenced in Section 2105.36 "Layoff Procedure."

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

C) When an employee loses seniority for reasons listed in 3 through 6 above, said employee shall be given written notice of the reason for such loss of seniority and shall be given the opportunity of having a hearing before such action is taken. Loss of seniority for any reason except paragraph (2) above, shall not be subject to review under 2105.23

F) Procedure; Appeal to Civil Service.

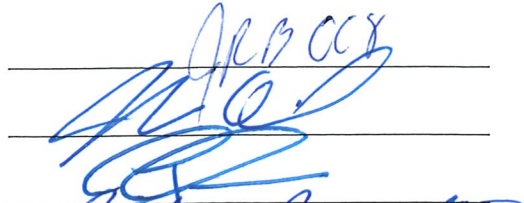
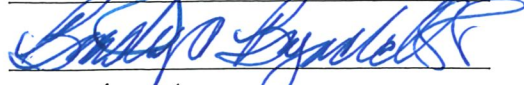


D) Notwithstanding the provisions of Section 2105.46 Personal Leave of More than Thirty Calendar Days, an employee may be granted a leave of absence without pay for a period of not to exceed two (2) years for the purpose of entering employment by a Bargaining Agent with which the City of Toledo has entered a collective bargaining agreement covering employees of the City of Toledo. This period may be extended on a year-to-year basis by mutual agreement.

For the Union:

For the City of Toledo:



form as  
provided by  
Human  
Resources  
KF  
AB

ALB CCX  
  
  
Michael Curtis  
  
Michael Curtis  
  
James St. Meyer

Date: 2/20/2025

Kayla D'Arasco  
Sonia Penchett  
Rick M. Shuman

Date: 02/20/2025



**2105.40 Transfers; Voluntary Demotions**

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

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

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

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

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

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

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

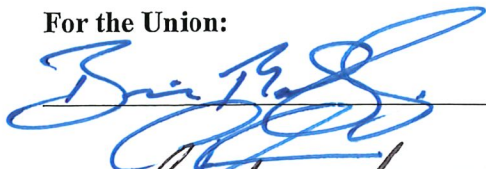
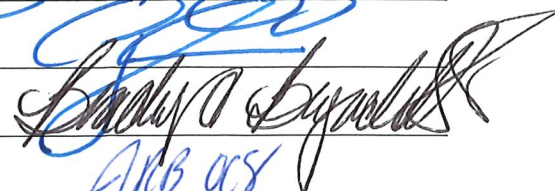
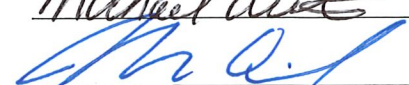
F) An employee transferred or demoted voluntarily as provided herein, shall be probationary for a period of ~~three hundred sixty (360)~~ **four hundred eighty (480)** actual work hours. During this period either the transferred employee or the City can request that the employee be returned to his or her former position. If the employee's former position has been filled, the employee filling that position may be removed and

AKB  
R



reinstated to his or her former position, and so forth.

For the Union:

  
  
JRB 008  
Michael [unclear]  
  
Lakhon [unclear]

Date:

1/28/2025

For the City of Toledo:

400 hours

Kayla D. [unclear]  
Sara Penchuff  
Christy [unclear]  
Carl L. [unclear]

Date:

02/04/2025

**2105.40 Transfers; Voluntary Demotions**

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

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

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

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

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

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

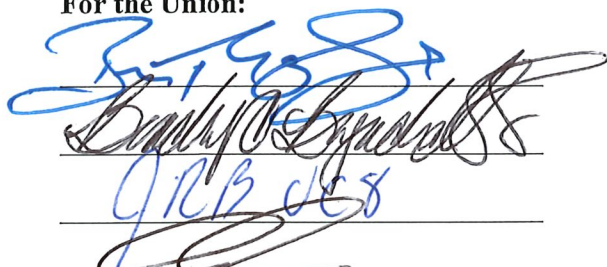
E) A voluntary demotion is the movement by an employee from his or her permanent classification to a classification in a lower salary group that involves duties that the employee is qualified to perform. ~~A voluntary demotion is differentiated from a regular demotion in that it requires that the employee initiate such action rather than the City. The voluntary demotion of permanent employees will be made by the City in accordance with the rules governing voluntary demotions as adopted by the Toledo Civil Service Commission. The following rules and procedure shall also apply.~~

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

- 2) The Appointing Authority may also initiate voluntary demotions for the good of the service apart from the procedure and priorities specified here and in Section 2105.37, "Vacancies," provided, however, that no employee from outside the bargaining unit may take a voluntary demotion to the unit for the good of the service until the priorities for filling vacancies with Local 2058 employees have been exhausted.
- 3) Seniority shall be the determining factor in establishing priority for voluntary demotion requests unless the Transfer Board agrees to specific priority adjustments for the good of the service.

F) An employee transferred or demoted voluntarily as provided herein, shall be probationary for a period of ~~three hundred sixty (360)~~ four hundred eighty (480) actual work hours. During this period either the transferred employee or the City can request that the employee be returned to his or her former position. If the employee's former position has been filled, the employee filling that position may be removed and reinstated to his or her former position, and so forth.

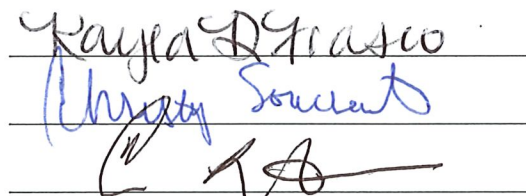
For the Union:

  
Michael Custer  
Director of Management

Date:

4/10/2025

For the City of Toledo:

  
Kayla Dyrasoo  
City Manager

Date:

04/10/2025

**2105.42 Alternates**

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

- 1) To replace an employee who is off for any reason;
- 2) To fill a vacant position pending the making of a provisional or permanent appointment;
- 3) To temporarily supplement the staffing level authorized in the budget, not to exceed one hundred twenty (120) work days; provided, however, the union shall be given written notice of such supplemental staffing and the projected time frames for same. Upon mutual agreement with the union regarding special projects, the 120 work days will not be applicable.
- 4) To provide training opportunities and credit as prescribed by the education and training program.

B) For alternate appointments within Local 2058 to Local 2058 positions:

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

**The Division Head or their designee shall post the results for the individuals who have signed up to be an alternate within ten (10) business days of receiving the results from the Department of Human Resources. The list shall include the individual's name and the reason(s) they did not qualify to be an alternate, if applicable. Once there is a listing of approved alternates, the Division Head or their designee shall post that list within ten (10) workdays of receipt.**

If there is no eligible qualified employee(s) in the next lower classification/salary group with alternate paperwork submitted for approval willing to accept the appointment, or if for training purposes, the City may appoint an employee as a conditional alternate for training purposes. Consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs. Employees bypassed for selection not selected who are more senior to the employee selected may request to be informed of the reason(s) they were not

selected by the person making the selection. They may appeal the determination to the Department of Human Resources for a final determination as to the adequacy of the reason(s) for the ~~bypassing~~ **non selection**. Said appeal must be filed within three (3) work days of notification of the ~~bypassing~~ **non selection**. A conditional alternate cannot be used in lieu of a fully qualified alternate for more than a single six (6) month training period. If there are no qualified alternates within the 2058 bargaining unit, the Division Head may select a conditional alternate from Local 2058 who is in the natural line of progression for the position, over a qualified alternate from Local 7 or Local 20.

C) For alternate appointments from Local 7 to Local 2058 positions:

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

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

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

E) If the established eligibility list is non-competitive, the above procedure shall be followed.

F) In the absence of an eligibility list, the above procedure shall be followed.

G) If there is no eligible employee within the immediate lower classification, the above procedure shall be followed.

H) In the event that there are no employees in Local 2058's Bargaining Unit, within the Unit or Division(s), who are qualified and willing to perform as an alternate, the above procedure shall be followed.

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



the employee worked continuously as an alternate for more than sixty (60) workdays, then the employee shall be paid at the alternate rate for the number of days actually worked for days off up to one hundred twenty (120) workdays.

J) If an appointment list (i.e., competitive, non-competitive, provisional or recall) has been issued to a division as provided for under "Vacancies", Section 2105.37, for a position temporarily filled by an alternate and the division has failed to fill the position within ninety (90) days of receipt of an appointment list, the Union may present this delay in filling the position at the Labor/Management Meetings, Section 2105.35. If the matter is not resolved through the labor/management, the Union may, within twenty (20) days following the labor/management meeting, proceed to expedited arbitration, Section 2105.18, over the delay in filling the position.

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

For the Union:

ARB OCE  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Date: 5/23/25

For the City of Toledo:

Kayla D. Puseo  
[Signature]  
Christy Soucrant  
Ruf M. Summers  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Date: 5/23/25

**2105.42 Alternates**

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

- 1) To replace an employee who is off for any reason;
- 2) To fill a vacant position pending the making of a provisional or permanent appointment;
- 3) To temporarily supplement the staffing level authorized in the budget, not to exceed one hundred twenty (120) work days; provided, however, the union shall be given written notice of such supplemental staffing and the projected time frames for same. Upon mutual agreement with the union regarding special projects, the 120 work days will not be applicable.
- 4) To provide training opportunities and credit as prescribed by the education and training program.

B) For alternate appointments within Local 2058 to Local 2058 positions:

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

If there is no eligible qualified employee(s) in the next lower classification/salary group with alternate paperwork submitted for approval willing to accept the appointment, or if for training purposes, the City may appoint an employee as a conditional alternate for training purposes. Consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs. Employees bypassed for selection more senior to the employee selected may request to be informed of the reason(s) they were not selected by the person making the selection. They may appeal the determination to the Department of Human Resources for a final determination as to the adequacy of the reason(s) for the bypassing. Said appeal must be filed within three (3) work days of notification of the bypassing. A conditional alternate cannot be used in lieu of a fully qualified alternate for more than a single six (6) month training period. If there are no qualified alternates within the 2058 bargaining unit, the Division Head may select a conditional alternate from Local

2058 who is in the natural line of progression for the position, over a qualified alternate from Local 7 or Local 20.

C) For alternate appointments from Local 7 to Local 2058 positions:

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

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

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

E) If the established eligibility list is non-competitive, the above procedure shall be followed.

F) In the absence of an eligibility list, the above procedure shall be followed.

G) If there is no eligible employee within the immediate lower classification, the above procedure shall be followed.

H) In the event that there are no employees in Local 2058's Bargaining Unit, within the Unit or Division(s), who are qualified and willing to perform as an alternate, the above procedure shall be followed.

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

J) If an appointment list (i.e., competitive, non-competitive, provisional or recall) has been issued to a division as provided for under "Vacancies", Section [2105.37](#), for a



position temporarily filled by an alternate and the division has failed to fill the position within ninety (90) days of receipt of an appointment list, the Union may present this delay in filling the position at the Labor/Management Meetings, Section [2105.35](#). If the matter is not resolved through the labor/management, the Union may, within twenty (20) days following the labor/management meeting, proceed to expedited arbitration, Section [2105.18](#), over the delay in filling the position.

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

**For the Union:**

JAN 08  
JAN 08  
Kathy & Gerald  
Lorraine  
Michael Custer  
Sue  
Diana St. Meyers

Date: 2-20-2025

**For the City of Toledo:**

Kayla & Treaw  
Ana Perchell  
Rip M. Nguyen  
Cal & Van

Date: 02/20/2025

**2105.43 Leave of Absence Without Pay**

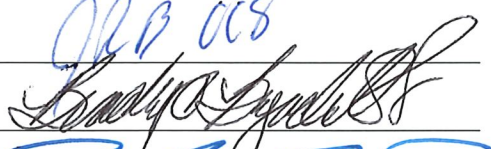

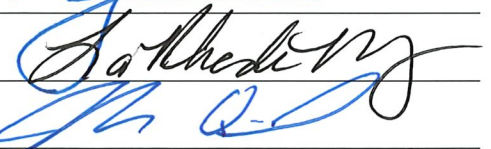
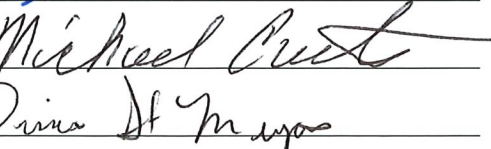
A) A personal leave of absence without pay may be granted at the request of the employee upon the approval of the City in accordance with the rules enumerated in Sections [2105.43](#) Leave of Absence Without Pay through [2105.50](#) Sick or Injury Leave.

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

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

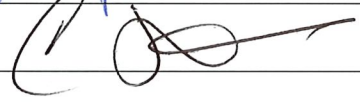
**For the Union:**

04/10/2025  
  
  
  
  
Michael Crest  
Tina H. Mason

Date:

04/10/2025

**For the City of Toledo:**

Kayla Dymasco  
Christy Sourent  


Date:

04/10/2025

**2105.52 Daily Overtime**

A) All work in excess of the regularly scheduled work day as specified in Section 2105.51 Work Schedules shall be overtime and compensated at the rate of time and one-half (1-1/2) the regular rate or as otherwise provided. Overtime shall not be paid twice for the same hours.

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

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

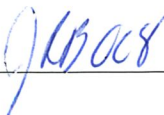
D) If the employee is requested to report to work more than two (2) but less than four (4) hours prior to but contiguous to the start of the shift, the employee shall be guaranteed four (4) hours overtime pay.

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

**F) Those in the classifications of Engineering Associate, Professional Engineer, and Senior Professional Engineer classifications will only earn overtime after working forty (40) hours in a week. Overtime will not be earned after eight (8) hours worked on a particular work day. Job related contacts at home shall be calculated pursuant to this section; however, all contacts will count toward the forty (40) actual work hours and overtime will not be paid until the employee exceeds forty (40) hours worked in a week. For purposes of this section, the week is defined as Monday through Friday.**

**Approved time off does not constitute hours worked. For purposes of this section, approved time off includes: sick time, vacation time, discretionary holiday, discretionary vacation, compensatory time, funeral pay, jury duty, and release for working an election. Time off that does constitute hours worked includes: City holidays and military leave. This provision shall not apply to any employees in these three job classifications during the time they are on shift work for snow and ice operations. This provision shall supersede any and all applicable sections regarding overtime for those in the above-mentioned classifications.**

For the Union:



For the City of Toledo:





*John J. Murphy*  
*Michael A. Cuth*  
*Ben B. B.*  
*Robert C. C.*  
*John W. C.*  
*John W. C.*  
*John W. C.*

Date: 3/20/2025

*John B. B.*  
*Ralph M. B.*  
*John B. B.*  
*Christy S. S.*

Date: 3/20/2025

**2105.62 Overtime Assignment**

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

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

- 1) If an employee is assigned exclusive authority to a special project, and such project requires that overtime be worked, the employee assigned shall have preference in working the overtime.
- 2) If a particular job requires overtime to be worked contiguous to the shift, in order to complete or further the progress on such job, then the employee who has been working the job on his or her regular shift shall be allowed to continue with the same job during the overtime period; provided, however no employee shall work more than sixteen hours in any twenty-four hour period except under emergency circumstances when authorized by the Division Head or their designee.
- 3) If a particular job requires special expertise of a professional or technical nature, then the employee who has that expertise may be assigned the overtime.

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

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

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

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

H) In the case that an employee designated to be the exclusive person on-call as described in (G) is unavailable to be on-call for a given day within the seven (7) day period, an employee in the same Division and classification may cover the on-call duties. The employee covering the duties shall receive the one (1) hour of on-call pay or pay the number of hours actually worked, whichever is greater; and, shall be on-call from 12:00 AM to 11:59 PM on that day.

**For the City of Toledo:**

Kayla D. Nasio  
Zina Russell  
Christy Soucy  
Paul M. Shummon  
A. C.

**2105.64 Overtime-Transfers and Promotions**

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

For the Union:

ARB OCS  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Date: 5/23/25

For the City of Toledo:

Kanya D. [Signature]  
[Signature]  
Christy [Signature]  
R. M. [Signature]  
[Signature]  
[Signature]  
[Signature]  
Date: 5/23/25

**2105.78 Accumulation of Sick Days**

A) Regular employees of the City shall be credited with sick days in accordance with the following formula: One and one-quarter ( $1\frac{1}{4}$ ) 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.

- 1) Employees enrolled in this plan will bank accumulated sick leave. This banked sick leave accumulation can be used if needed for illness or paid off at retirement or resignation provided that the conditions of Section 2105.102, "Termination and Severance Pay" have been met. One-half ( $1/2$ ) for all banked sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.
- 2) Beginning with the last full pay period of 2011, an employee who has twenty-seven (27) years of service credit and is age eligible to retire will have the right to ask for up to thirty-three percent (33%) of their accumulated sick pay, in excess of sixteen hundred (1600) hours, be paid out or converted to compensation time. This will occur annually in the last full pay period of the year or no later than December 30. Sick pay selected under this program will be deducted from the total hours available at the time requested. The employee who accepts accumulated sick pay under the provisions allowed under this section will not be entitled to paid extension of sick time, effective with acceptance of this pay. Exercise of this option by eligible employees does not enroll them in the Sick Leave Conversion Plan described below in ¶C).

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

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

- 1) Employees shall be credited with sick days in accordance with the following formula: seven (7) hours per month, not to exceed eighty-four (84) hours per calendar year, until two hundred ninety-four (294) hours have been accumulated, then one and one-quarter ( $1\frac{1}{4}$ ) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year, thereafter; provided however, that if the employee's accumulation drops below two hundred ninety-four (294) hours or fifty percent of their total potential accumulation, whichever is greater, inclusive of sick pay used and converted, then the accrual will revert to seven (7)



hours per month until the applicable threshold is regained unless it is the use of FMLA approved time, or of "documented sick time" as defined in [2105.80](#), Reporting; Proof of Illness, which causes the employee's accumulation to drop below this level. Such hours shall continue to accumulate at such rate without any maximum limitation. An employee granted a leave of absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

**Effective June 1, 2024, employees will be credited with eight (8) hours sick leave for each month of service up to a maximum of ninety-six (96) hours, per calendar year. The retroactive addition of sick time hours shall not have any effect on discipline. Once an employee accumulates a total of 248 hours of sick leave, the employee will be credited with ten (10) hours sick leave per month (increases from eight (8) hours to ten (10) hours per month). The employee must maintain a sick hour accumulation balance of at least 248 hours in order to continue to receive ten (10) hours per month. If the employee's accumulation goes below 248 hours, inclusive of sick pay used and converted, then he or she will be credited with only eight (8) hours per month until the applicable threshold is regained unless it is the use of FMLA approved time, or of "documented sick time" as defined in 2105.80 "Reporting; Proof of Illness" which causes the employee's accumulation to drop below this level. Sick hours shall continue to accumulate at such rate without any maximum limitation. An employee granted an unpaid leave of absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.**

- 2) Sick leave hours not used by the end of the year can either be turned in for payment of a percentage of salary as indicated below or carried over until retirement or separation. The maximum number of sick hours allowed for year-end payment will be forty (40). Employees using twenty (20) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than twenty (20) but forty (40) or fewer hours shall be entitled to a conversion at thirty- three percent (33%). Employees with fewer than two hundred forty-eight (248) hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year shall not be eligible for this conversion privilege. Hours converted to pay shall be at the employee's regular rate.
- 3) Provided the conditions of Section [2105.102](#), "Termination and Severance Pay", have been met, unused sick leave will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the first four hundred eighty (480) hours and fifty percent (50%) of salary for the next four hundred eighty (480) hours for a maximum of nine hundred sixty (960) hours.
- 4) Sick time transferred from other political subdivisions of the State of Ohio will

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

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

Prior Sick Year Sick Time Usage Conversion

<u>0 – 16 hours:</u>	<u>1.0 sick hour = 1.0 hour of pay</u>
<u>16.1 – 24 hours:</u>	<u>1.0 sick hour = 0.75 hour of pay</u>
<u>24.1 – 40 hours:</u>	<u>1.0 sick hour = 0.50 hour of pay</u>
<u>Above 40 hours:</u>	<u>Not eligible for sick time conversion payout</u>

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

1. Employees who elect to use sick time to cover FMLA approved leave will have that FMLA sick time count towards the number of sick hours used.
2. An Employee also eligible for a payout under 2105.78 (C) of this section, must elect to participate in either the payout under 2105.78 (C) or the payout in Section 2105.78 (D). An employee is not permitted to participate in both Section 2105.78 (C) and 2105.78 (D) in the same year.
3. The maximum annual payout under 2105.78 (D) is one hundred (100) sick time hours.
4. The maximum annual one hundred (100) sick time hour payout cannot cause an employee to dip below six hundred hours of accumulated sick time.

For the Union:

ARB OCB  
[Handwritten signatures in blue ink]

Date:

5/23/25

For the City of Toledo:

Kayla Dymowski  
Jim Penell  
Christy Soucy  
Ruf M. Hummer  
[Handwritten signatures in blue ink]

Date:

5/23/25

**2105.78 Accumulation of Sick Days**

A) Regular employees of the City shall be credited with sick days in accordance with the following formula: One and one-quarter ( $1\frac{1}{4}$ ) 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.

- 1) Employees enrolled in this plan will bank accumulated sick leave. This banked sick leave accumulation can be used if needed for illness or paid off at retirement or resignation provided that the conditions of Section 2105.102, "Termination and Severance Pay" have been met. One-half ( $1/2$ ) for all banked sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.
  - 2) Beginning with the last full pay period of 2011, an employee who has twenty-seven (27) years of service credit and is age eligible to retire will have the right to ask for up to thirty- three percent (33%) of their accumulated sick pay, in excess of sixteen hundred (1600) hours, be paid out or converted to compensation time. This will occur annually in the last full pay period of the year or no later than December 30. Sick pay selected under this program will be deducted from the total hours available at the time requested. The employee who accepts accumulated sick pay under the provisions allowed under this section will not be entitled to paid extension of sick time, effective with acceptance of this pay. Exercise of this option by eligible employees does not enroll them in the Sick Leave Conversion Plan described below in ¶C).
- B) Effective June 1, 1998, those newly hired employees in Local 2058 positions hired directly from the street will be under and automatically enrolled in the City Annual Sick Leave Conversion Plan, as provided in C) below.
- C) Employees promoted to Local 2058 who are already enrolled in the City's Annual Sick Leave Conversion Plan shall remain under the Plan as set forth below. All other Local 2058 bargaining unit members shall have the option of enrolling in the below Plan, but once enrolled must remain enrolled.
- 1) Employees shall be credited with sick days in accordance with the following formula: seven (7) hours per month, not to exceed eighty-four (84) hours per calendar year, until two hundred ninety-four (294) hours have been accumulated, then one and one-quarter ( $1\frac{1}{4}$ ) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year, thereafter; provided however, that if the employee's accumulation drops below two hundred ninety-four (294) hours or fifty percent of their total potential accumulation, whichever is greater, inclusive of sick pay used and converted, then the accrual will revert to seven (7)



hours per month until the applicable threshold is regained unless it is the use of FMLA approved time, or of "documented sick time" as defined in 2105.80, Reporting; Proof of Illness, which causes the employee's accumulation to drop below this level. Such hours shall continue to accumulate at such rate without any maximum limitation. An employee granted a leave of absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

June 1, 2024 KF 9/27

Effective ~~January 1, 2025~~, employees will be credited with eight (8) hours sick leave for each month of service up to a maximum of ninety-six (96) hours, per calendar year. The retroactive addition of sick time hours shall not have any effect on discipline. Once an employee accumulates a total of ~~250~~ hours of sick leave, the employee will be credited with ten (10) hours sick leave per month (increases from eight (8) hours to ten (10) hours per month). The employee must maintain a sick hour accumulation balance of at least ~~250~~ hours in order to continue to receive ten (10) hours per month. If the employee's accumulation goes below ~~250~~ hours, inclusive of sick pay used and converted, then he or she will be credited with only eight (8) hours per month until the applicable threshold is regained unless it is the use of FMLA approved time, or of "documented sick time" as defined in 2105.80 "Reporting; Proof of Illness" which causes the employee's accumulation to drop below this level. Sick hours shall continue to accumulate at such rate without any maximum limitation. An employee granted an unpaid leave of absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave. \*

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

↓ 240 KF 9/27

- 3) Provided the conditions of Section 2105.102, "Termination and Severance Pay", have been met, unused sick leave will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the first four hundred eighty (480) hours and fifty percent (50%) of salary for the next four hundred eighty (480) hours for a maximum of nine hundred sixty (960) hours.
- 4) Sick time transferred from other political subdivisions of the State of Ohio will

hrs. corrected throughout  
\* Any mentions of 2014 will be ~~removed~~ the CBA to 240  
YKF

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

For the Union:

*DRB OCS*  
*Buddy Lynch*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Michael Reed*  
*Diana St. Mary*

Date:

*04/10/2025*

For the City of Toledo:

*Kayla D. Frasco*  
*Cheryl Souto*  
*[Signature]*  
*[Signature]*

Date:

*04/10/2025*

**2105.82 Injury Pay**

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

- 1) Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will be transported to and treated by a Program Physician or medical facility. The Program Physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The Program Physician(s) may require follow-up medical evaluations.
- 2) Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the Program Physician. The designated Program Physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment not to exceed ninety (90) calendar days and indicate any physical therapy the injured employee may require. The Program Physician(s) may require follow-up medical evaluations.
- 3) An employee may, after the initial evaluation by the Program Physician, elect to continue treatment with their personal physician provided the Program Physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physicians to release information to the Program Physician. The employee's personal physician will be the physician of record for Workers' Compensation purposes.

B) Upon the Program Physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the Department of Human Resources for up to sixty (60) days.

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

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

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

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

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

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

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



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

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

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

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

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

With the intent of this injury program being to minimize time away from work and return the healthy employee to active employment as soon as possible, the Joint Labor-Management Health and Safety Committee (Section 2105.70 Provisions for Safety and Health) will also serve as a cost containment committee for Workers' Compensation.

For the Union:


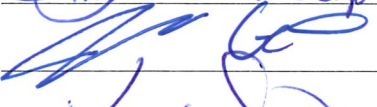
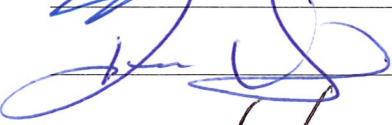
*QRB OCB*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*5/23/25*

For the City of Toledo:

*Kayla D'Nasco*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*5/23/25*

TENTATIVE AGREEMENT

MAY 23, 2025

  
\_\_\_\_\_  
*Dina & Mary*  
\_\_\_\_\_  
  
\_\_\_\_\_  


Date: 05/23/2025

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**2105.83 Bonus Days**

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

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

**BONUS DAYS-CANCELLATION TABLE**

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

For the Union:

ARB OCB  
 [Signature]  
 LaThony  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]  
 5/23/25

For the City of Toledo:

Kayla DeMaseo  
 [Signature]  
 Christy Souppert  
 Rudy M. Shuman  
 [Signature]  
 5/23/25

TENATIVE AGREEMENT

MAY 23, 2025

---

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

---

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



**2105.88 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**~~

~~**Vacation Through December 31**~~

~~Less than 1 full calendar year .916 days for each~~

~~full month After 1 full calendar year 2 weeks~~

~~After 7 full calendar years 3 weeks~~

~~After 14 full calendar years 4 weeks~~

~~After 21 full calendar years 5 weeks~~

~~After 25 full calendar years 6 weeks~~

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

~~C) In determining eligibility for vacation, only continuous years of service shall be counted. Except where an employee has served nine (9) full calendar years with the City and has terminated and then returns to the City, such employee shall be entitled to count the prior service for determining eligibility for vacation. However, pursuant to Ohio Revised Code section 9.44(c), employees who have retired in accordance with the provisions of any retirement plan offered by the state, and are subsequently re-employed by the City, these employees shall not have their prior service counted for determining eligibility for vacation.~~

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

~~E) Employees shall be allowed to schedule and take vacations provided herein in accordance with existing Departmental procedures agreed upon between the City and the Union.~~

~~F) An employee shall not be allowed to be paid cash in lieu of receiving vacation unless~~

the City for some valid reason has not allowed the employee to take the vacation time to which he is entitled by April 30 of the year following the calendar year in which it should have been taken. In that event, the employee shall be paid for such unused vacation days.

G) An employee may request the advance of five (5) days pay at the time of his vacation. The request must be made to the payroll clerk for the division at least fourteen (14) calendar days prior to the payday on which the check is to be received. This may be done once each calendar year and is contingent upon the employee having worked in the period in an amount sufficient to be entitled to the advance pay requested.

H) 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 2105.88(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 taken and scheduled 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 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 2105.88(D), 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 2105.88(A), above, shall be deducted from the employee's severance.~~

*2025 KF*  
Effective January 1, 2026, the accumulation of vacation time shall be as follows.

(a) Full-time employees shall be entitled to annual vacation with pay in accordance with the following table:

<u>Length of Service</u>	<u>Accrual Rate per Pay Period</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual Allowance</u>
<u>Less than 4 years</u>	<u>4.6 hours (0.0575 per regular compensated hour)</u>	<u>120 hours/15 days</u>	<u>240 hours/30 days</u>
<u>4 but less than 9 years</u>	<u>6.2 hours (0.0775 per regular compensated hour)</u>	<u>160 hours/20 days</u>	<u>320 hours/40 days</u>
<u>9 but less than 19 years</u>	<u>7.7 hours (0.09625 per regular compensated hour)</u>	<u>200 hours/25 days</u>	<u>400 hours/50 days</u>
<u>19 but less than 24 years</u>	<u>9.2 hours (0.115 per regular compensated hour)</u>	<u>240 hours/30 days</u>	<u>480 hours/60 days</u>
<u>24 years or more</u>	<u>10.8 hours (0.135 per regular compensated hour)</u>	<u>280 hours/35 days</u>	<u>560 hours/70 days</u>

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

(c) Vacation Accrual

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

(d) Pursuant to the above subsections, vacation time will now accrue based on employment status, years of service, and hours worked in the pay period. However, the employee's vacation time that the employee earned in 2025 under the previous vacation accrual method will be put into the employee's vacation bank on January 1, 2026.

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

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

1. This subsection shall only apply to employees in the calendar year (January 1 through December 31) in which they were hired. It shall not apply to employees who were hired in previous years.
2. Eligible employees must inform their supervisor and Division/Department head in writing that they are electing to utilize this benefit and how many days/hours they are advancing. Employees may make multiple written requests, if necessary, to advance vacation days; however, they may not advance more days than they are entitled to according to the above provision.
3. Vacation time advanced under this subsection must be scheduled and taken in accordance with existing Divisional/Departmental procedures.
4. Employees shall not be allowed to be paid in cash for advanced vacation time.
5. In instances where a newly hired employee requests to advance vacation days and their employment is severed, any days/hours that were taken but not earned in accordance with 2105.88(a) above, shall be deducted from the employee's severance or final paycheck.

(g) For purposes of determining years of service, employment with any State of Ohio agency, political subdivision of the State of Ohio, or municipality in the State of Ohio is to be counted after receipt of verifiable documentation.

The following situations are not eligible for prior service credit for vacation:

- a. Any student employment, unless the employment resulted in credit from an Ohio Retirement System;



- b. Employment with other states; and,
- c. Pursuant to Ohio Revised Code section 9.44(c), retirement in accordance with the provisions of any retirement plan offered by the state, shall not have their prior service counted for determining eligibility for vacation.

It is the responsibility of the new employee to obtain documentation verifying prior service.

- a. To request credit for prior service, employees must provide the Department of Human Resources with a written request and supporting documentation.
- b. Current employees of the City of Toledo have until October 31, 2025 to provide proof of prior service credit for vacation eligibility. Failure to provide verifiable documentation by the deadline shall result in denial of prior service credit.
- c. New employees shall have six (6) months from their hire date to provide proof of prior service credit for vacation eligibility. Failure to provide verifiable documentation by the deadline shall result in denial of prior service credit.
- d. Any granted credit for prior service shall take effect during the first pay period that begins immediately following the date the Director of the Department of Human Resources approves granting credit for that prior service. At no time will retroactive accruals be credited.
- e. Unused vacation time from other jurisdictions will not be recognized by the City.
- f. All requests for prior service credit will be verified by the Department of Human Resources. Any submission of fraudulent documentation will result in discipline up to and including termination.

For the Union:

For the City of Toledo:

GRB OCE  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
5/23/25  
[Signature]

Kayla Franco  
Jim Paul  
Christy Sorrento  
Rudy M. Shumaker  
[Signature]  
[Signature]  
[Signature]  
5/23/25

TENTATIVE AGREEMENT

MAY 23, 2025

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

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

**2105.90 Funeral Pay**

A) A regular full time employee shall be granted three (3) days funeral pay to arrange for and/or attend a funeral or memorial service, of a member of an employee's immediate family. For the purpose of this section an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchild, grandmother, grandfather, great grandparent, grandchild or any other relative residing in the household of the employee.

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

B) In the event of the death of the employee's father, mother, brother, sister, spouse, or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days, but shall not be deducted from the bonus days schedule.

C) An employee may take one (1) or two (2) days to attend the funeral or memorial service and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within three (3) months after the date of death.

This benefit shall also be extended when the relative is a veteran being returned for burial.

D) One day of funeral pay shall be granted to attend the funeral or memorial service of the employee's and employee's spouse's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law, spouse's grandmother, spouse's grandfather, if such funeral occurs on a regular work day and if such employee was scheduled to work that day.

E) Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted one (1) day of funeral pay, three (3) days funeral pay will be granted upon the furnishing of an affidavit to the division level, such affidavit proving the existence of a special filial relationship. A filial relationship is defined as being one in which the employee bears or assumes a relationship with another individual similar to that of child, offspring, or parent.

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

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

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

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

H) All funeral leave days granted under this section must be used by the employee within three (3) months of the date of death.

**For the Union:**

04/10/25  
Barbara Bynole  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Michael Creste  
Jim St. Brown

Date:

04/10/2025

**For the City of Toledo:**

Kayla Dymasco  
Christy Soucrant  
[Signature]

Date:

04/10/2025



**2105.94 Base Annual Salaries****Wage Rates Effective January 2024****\*INSERT WAGE CHART\***

A) Starting the first full pay period of January 2025, the rates which were effective in January 2024, shall be increased by four percent (4.0%):

**\*INSERT WAGE CHART\***

B) Starting the first full pay period of January 2026, the rates which were effective in January 2025, shall be increased by four percent (4.0%):

**\*INSERT WAGE CHART\***

C) Starting the first full pay period of January 2027, the rates which were effective in January 2026, shall be increased by four percent (4.0%):

**\*INSERT WAGE CHART\***

The above increases shall not apply to employees in the following classifications: Chief Surveyor, Construction Contract Specialist, Construction Inspection and Testing Specialist, Engineering Associate, Engineering Technician, Professional Engineer, Professional Surveyor, Senior Professional Engineer, and Surveyor Associate. Employees in the aforementioned classifications at the time of ratification shall be entitled to a one-time stipend in the amount of 1.5% of their 2024 base annual salary. In addition, starting the first full pay period in January 2026, their rates shall be increased by three percent (3.0%) and starting the first full pay period in January 2027, their rates shall be increased by three percent (3.0%).

- D) An employee who is promoted or works above their classification will receive the full rate of the classification to which the employee has been promoted or assigned.
- E) Newly hired employees, who are not placed from within municipal employment, will be paid at the Starting Rate of the salary shown in this section for a period of one thousand forty (1,040) actual work hours after the original date of employment by the City. The Mayor shall have the authority, however, to determine that a new or vacant position is difficult to fill and may then start the employee hired into such position at the full rate.
- F) Whenever it becomes necessary to determine the hourly or daily rate of pay for an employee whose rate is stated herein as an annual salary, the determination shall be made by dividing the annual salary by two thousand eighty (2,080) to determine the hourly rate, or by two hundred sixty (260) to determine the daily rate of compensation for the employee.

**For the Union:****For the City of Toledo:**

TENTATIVE AGREEMENT

MAY 23, 2025

QRB OCB  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Date: 5/23/25

Kayla Dymaseo  
Jria Penick  
Christy Soyceel  
Rick M. Ahumada  
[Signature]

Date: 5/23/25

2024 Negotiations  
Toledo Supervisors and Technical Unit  
AFSCME Local 1-2058

Union Proposal# \_\_\_\_\_  
Date: \_\_\_\_\_

**2105.95 Shift Premium**

- A) Employees assigned on the second shift shall receive ~~fifty cents (.50)~~ **one dollar (1.00)** per hour in addition to their base hourly wage. The second shift shall be considered to be any employee who starts four (4) hours after the regularly scheduled first shift starting time.
- B) Employees assigned to the third shift shall receive **one dollar** fifty cents (**1.50**) per hour in addition to their base hourly wage. The third shift shall be considered to be any employee who starts four (4) hours after the regularly scheduled second shift starting time.

Union:

*RP 018*  
*[Signature]*  
*[Signature]*  
*[Signature]*

Date:

*04/10/2025*

Employer:

*Kayla Dymasco*  
*Christy Soucrant*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*Michael Creste*  
*Union #1000*

**2105.96 Saturday/Sunday Shifts; Holiday Pay**

Shift employees working straight time on Saturday shall be paid an additional thirty-five cents (.35) per hour. Shift employees working straight time on Sunday shall be paid an additional sixty cents (.60) per hour. Shift workers working **Easter**, 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)~~ **twelve (12)** hours at their regular straight time rate. The six (6) major holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

**For the Union:**

*AKB 018*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Michael Cross*  
*Diana Mingo*

Date:

*04/10/2025***For the City of Toledo:**

*Kayla Dyraseo*  
*Christy Soncrant*  
*[Signature]*

Date:

*04/10/2025*



**2105.107 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, or the birth of an employee's own child. 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 AFSCME Local 2058 Main Unit bargaining unit, and
- (2) At the time of donation, have accumulated two hundred forty (240) hours of paid leave, and
- (3) Specify in writing the source (vacation, compensatory, discretionary holiday and sick time) from which leave time is to be utilized for the donation, and
- (4) Specify in writing the eligible recipient employee on the approved donation list for the Program to whom they are donating leave, 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 2105.102, "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 sick leave shall not be compensated for the donated leave, including at the time of retirement or separation in accordance with Section 2105.102 "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 2105.102 "Termination and Severance Pay". Sick leave hours donated to the Program shall not be counted against the employee donating the leave for the purpose of "Bonus Days" in Section 2105.83.

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 worker's compensation; and
- 4) Be absent for a period of at least ~~ten (10)~~ **seven (7)** consecutive work days for a serious illness of the employee or a member of their immediate family **or the birth of an employee's own child.**

E) 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 sick 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 2105.83, "Bonus Days", unless otherwise prohibited by law.

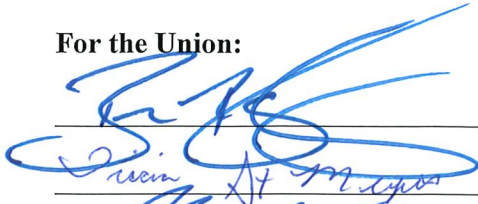

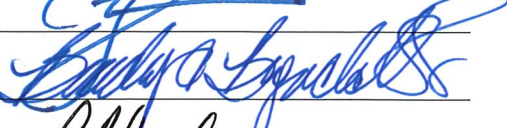
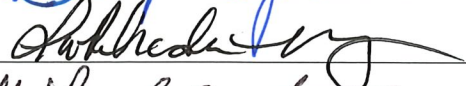
H) Any consequence of the employee's donation of any paid leave time is borne solely by the donating and recipient employees, including tax and retirement implications, if any. By participation in the Program, the donor and recipient employees and AFSCME Local 2058 agree to hold the City of Toledo harmless.

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.



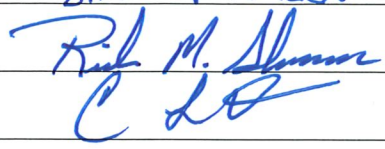
For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Michael Carter  
\_\_\_\_\_  
\_\_\_\_\_

Date:

2/20/2025

For the City of Toledo:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

2-20-25

**2105.109 Termination Duration**

This collective bargaining agreement shall be effective as of the first day of June 2024,  
and shall remain in full force and effective through May 31, 2027, and thereafter until  
terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

**For the Union:**

QRB OCG  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Date: 5/23/25

**For the City of Toledo:**

Kayla D'Amico  
Aimee Russell  
Christy Sorensen  
Rick M. Shannon  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Date: 5/23/25

## AFSCME Local 2058 License Incentives Program Proposal effective upon ratification:

- Building inspection certification incentives:
  - Employees will be compensated in the form of a quarterly stipend based on the number of active relevant State of Ohio certifications currently held. Relevant certifications include, but are not limited to:
    - Building Official AND Residential Building Official,
    - Electrical Safety Inspector,
    - Plumbing Inspector,
    - Mechanical Inspector AND Residential Mechanical Inspector, and
    - Plans Examiner
  - Employees who hold only a Building Inspector AND Residential Building Inspector certification, Mechanical Inspector AND Residential Mechanical Inspector certification, or Plans Examiner Certification, and no other relevant certifications, shall not be eligible for a stipend as established through this program, unless and until they obtain an additional qualifying certification. In that event, said employee shall only receive a stipend for the additional qualifying certification(s).
  - Employees will be given a stipend, once per quarter, in an amount equal to 7% of their quarterly base wage for each relevant certification held.
  - Employees in the stipend program shall be limited to compensation for each relevant and qualifying certification held, up to a total of three (3) certifications.
  - The stipends will be paid to any 2058 employee who possesses the certification, whether it is required for his or her position or not. The employee's certification must be valid when the stipend is paid in order to receive it. Part-time employees who are eligible for the stipend will receive half the amount listed above for the certification(s) obtained.
- Water/Wastewater license incentives:
  - City will pay an annual incentive stipend in order to further both the employee's individual interest in improving his or her professional development and education, as well as the public interest in the improved operation of the particular plant and a more qualified workforce.

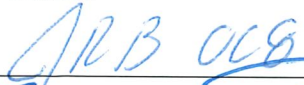

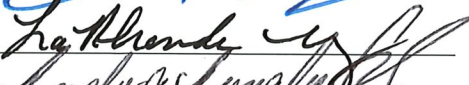

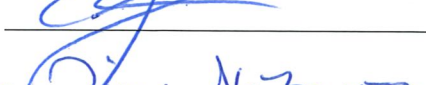
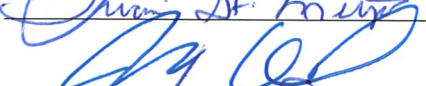
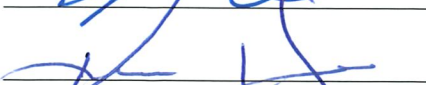

	<i><b>Not Required for Current Position</b></i>	<i><b>Job Requirement</b></i>
Class 1 – Distribution and/or Collection	\$1,050.00	\$1,250.00
Class 1 – Treatment	\$1,250.00	\$1,475.00
Class 2 – Distribution and/or Collection	\$1,800.00	\$2,100.00
Class 2 – Treatment	\$2,100.00	\$2,500.00
Class 3 – Treatment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




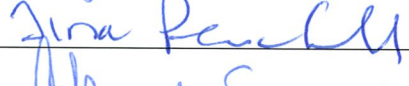






Operator in Training/Treatment	\$625.00	\$725.00
--------------------------------	----------	----------

- The stipends listed in the chart above will be paid to any 2058 employee who possesses the certification, whether it is required for his or her position or not. The employee's certification must be valid when the stipend is paid in January in order to receive it. Employees who become certified after the stipend is paid are ineligible to receive it until the following calendar year. Part-time employees who are eligible for the stipend will receive half the amount listed above for the certification(s) obtained.
- Employees who are designated as the primary Operator of Record for their Division by the Director of the Department of Public Utilities will also receive a stipend. The primary Operator of Record for Distribution and the primary Operator of Record for Collection will receive \$5,725.00. The primary Operator of Record for Treatment will receive \$6,250.00. Employees who hold one of these certifications but are a backup for the Operator of Record are ineligible for this stipend.
- Employees may be paid for multiple different types of certifications; however, once an employee obtains an advanced certification in a particular specialty, he or she will only be compensated for the highest level achieved. The City will observe all Ohio EPA regulations regarding certification priority.
- Operators in Training are to obtain proper contact hours approved by the Ohio EPA. Individuals must renew their certification every two years to maintain their incentive pay status.

For the Union:

  
  
  
  
  
  
  
  
Date: 5/23/25


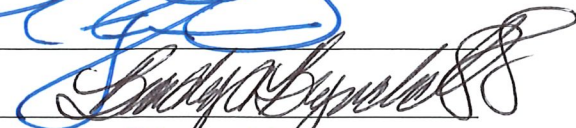
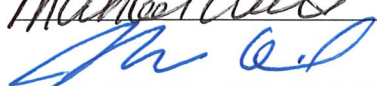
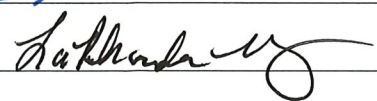
For the City of Toledo:

  
  
  
  
  
  
  
  
Date: 5/23/25

**2105.81 Sick Pay Extension**

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

**For the Union:**

  
  
ALAN OCS  
Michael Cret  
  


Date:

1/28/2025

**For the City of Toledo:**

Kayla D. Frasco  
Anna Penchell  
Christy Sargent  
Carl Z. Heav

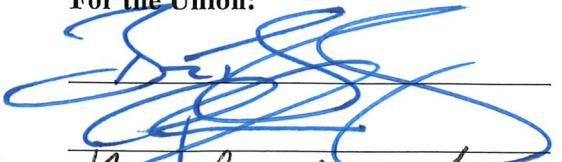
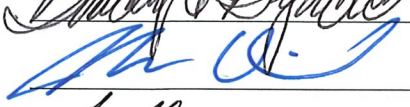
Date:

02/04/2025

2105.103 Refuse Collection

Employees working in the classification Superintendent Waste Disposal and Foreman Waste Disposal as of May 31, 2012, in addition to other compensation provided in this Title of the Code, shall continue to receive "Weekly Unlimited Refuse Incentive Pay" (currently eighty four cents (\$.84) per hour unless mutually negotiated to make changes hereto). Employees who are hired into, promoted, transferred, or recalled to these positions after May 31, 2012 will not receive the Weekly Unlimited Refuse Incentive Pay.

For the Union:

  
Mark H. Pritchett  
Darryl D. Siquero  
  
Darryl D. Siquero  
JRS OCS

Date:

2/4/2025

For the City of Toledo:

Kayla D. Francis  
Don Penell  
Christy Soucy  
Curt R. Hume

Date:

02/04/2025