

2117.02 Classifications

A) The classifications included in the Bargaining Unit are set forth herein and the salary group to which they are assigned is shown opposite the classification. Employees shall be paid in the salary group to which the classification is assigned in accordance with the wage rates set forth in Section 2117.113, Base Annual Salaries.

A consolidation of class titles shall 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)~~ **four (4)** representatives from each side.

The committee shall review all class titles within the bargaining unit with the intent to consolidate classifications whenever reasonably possible. The committee's focus shall be upon 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. **Further, the committee will endeavor to develop a career path for classifications within the bargaining unit. Where circumstances warrant, the committee may also consider whether a particular classification that is difficult to fill or retain should be paid at a different step rate or salary group.**

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

CLASSIFICATION	SALARY GROUP
Account Clerk	04
Accountant	09
Accounts Payable Control Clerk	06
Assessment Clerk	04
Assessment Technician (324-97)	07
Assistant Naturalist	07
Athletic Activities Aide	05
Athletic Activities Coordinator	08
Automotive Repair Technician	08-09

Automotive Service Worker	<u>05-06</u>
Backhoe Operator	06
Bacteriologist	09
Bricklayer	08
Bridge Mechanic	08
Bridge Operator	05
Building and Grounds Maintenance Worker	06
Building Inspector	09
Carpenter	08
Cash Management Clerk	05
Cashier	04
Cemeteries Maintenance Worker	<u>05</u>
<u>Certified Inspector I</u>	<u>11</u>
<u>Certified Inspector II</u>	<u>12</u>
Chemical Storage Operator	05
Chemist/Bacteriologist	09
Clerk	03
Clerk Aide	02
<u>Clerk Specialist I</u>	<u>05</u>
<u>Clerk Specialist II</u>	<u>06</u>
Clerk/Non-Typist	03
<u>Code Compliance Inspector I</u>	<u>08</u>
<u>Code Compliance Inspector II</u>	<u>09</u>
Collector/Investigator	07
Communications Technician	<u>09</u>
Computer Operator	<u>05</u>
Construction Inspector	06
Construction Technician	08
Correctional Officer	06
<u>Crane Operator</u>	<u>10</u>
Custodian	02
<u>Customer Service Contact Center Representative – Engage Toledo</u>	<u>07</u>

<u>Customer Service Contact Center Representative – Public Utilities</u>	<u>07</u>
<u>Customer Service Contact Center Team Leader</u>	<u>08</u>
Customer Service Clerk	05
<u>Data Communications Technician</u>	<u>08</u>
Data Entry Clerk	03
Data Processing Aide	03
Dental Assistant	04
Dispatcher	04
Drafter	06
Duplicating Technician	06
Electrical Inspector	09
Electrician	08
<u>End User Support Technician</u>	<u>08</u>
<u>Engineering Accounts Technician</u>	<u>08</u>
Engineering Aide	03
<u>Engineering Data Control Technician</u>	<u>05</u>
Environmental Services Technician	07
Environmental Specialist	09
Equipment & Records Technician	07
Equipment Operator	06
Equipment Repair Technician	06
Events Field Coordinator	06
Farmer	06
Fire Inspector	08
<u>Fire Plans Examiner I</u>	<u>10</u>
<u>Fire Plans Examiner II</u>	<u>11</u>
Food Service Specialist	08
Forestry Crew Leader	<u>08 09</u>
Forestry Inspector	<u>09 10</u>
<u>General Inspector</u>	<u>08</u>
Graphic Arts Technician (681-96)	09
Graphics Designer	07

Heating Inspector	09
Heavy Equipment Operator <u>1</u>	06
<u>Heavy Equipment Operator 2</u>	<u>07</u>
Horticulture Technician	07
Horticulturist	09
Identification Technician	06
Industrial Accounts Clerk	07
Instrumentation Technician	08
Intermediate Account Clerk	05
Intermediate Clerk	04
<u>Intermediate Engineering Aide</u>	<u>06</u>
Laboratory Aide	03
<u>Landscape and Site Plan Inspector</u>	<u>09</u>
Landscape Maintenance Worker	05
Legal Auditor	08
Legal Technician (469-97)	09
Light Equipment Operator	04
<u>Machinist</u>	<u>08</u>
Mail Clerk	03
Maintenance Worker 1	05
<u>Maintenance Worker 2</u>	<u>06</u>
Marina Coordinator	07
Medical Assistant	04
<u>Medical Quality Control Billing Clerk</u>	<u>08</u>
Meter Reader	04
Millwright	08
Motor Equipment Technician	09
Naturalist	08
Nutritionist	10
Painter	08
Park Planner	10
Payroll Clerk	06
<u>Permit Database Specialist</u>	<u>11</u>

Permit Technician	<u>09 10</u>
Planning Technician	<u>08</u>
Plumber/Steamfitter	08
Plumbing Inspector	09
Police Data Control Clerk	05
Police Data Entry Clerk	04
Police Records Clerk	<u>056</u>
Police Stable Attendant	04
Pool/Rink Maintenance Coordinator	05
Programmer	<u>07</u>
Public Health Nurse Aide	02
Public Markets Worker	04
Purchasing Aide	<u>05</u>
Real Estate Records Clerk	05
Recreation Aide	06
Recreation Technician	07
Refrigeration Inspector	09
Rehabilitation Technician	09
Relocation Specialist	08
Safety and Training Technician	<u>09</u>
Sanitarian	09
Sanitarian In Training	08
Senior Account Clerk	06
Senior Assessment Clerk	05
Senior Bridge Mechanic	09
Senior Buildings and Grounds Maintenance Worker	07
Senior Carpenter	09
Senior Clerk	06
Senior Clerk Utility Administration	06
Senior Computer Operator	<u>06</u>
Senior Construction Technician	<u>09</u>
Senior Data Entry Clerk	04

Senior Drafter	08
Senior Electrician	09
Senior Engineering Aide	07
Senior Equipment Repair Technician	07
Senior Landscape Maintenance Worker	06
<u>Senior Sewer and Drainage Service Worker</u>	<u>08</u>
<u>Senior Stenographer</u>	<u>05</u>
Senior Storekeeper	06
Senior Trades Mechanic	09
Senior Traffic Signal Technician	09
Senior Utility Worker	06
Senior Watermain & Service Repair Worker	07
Senior Water Treatment Maintenance Worker	07
<u>Sewer Construction and Repair Worker</u>	<u>07</u>
<u>Sewer Maintenance Worker</u>	<u>05</u>
<u>Sewer and Drainage Service Worker</u>	<u>06</u>
<u>Sign and Zoning Compliance Inspector</u>	<u>10</u>
Sign Inspector	08
Sign Painter	07
Sign Poster	05
Staff Accountant	11
Stenographer	04
Storekeeper	05
<u>Street Maintenance Technician</u>	<u>07</u>
Tandem Truck Driver	05
Tax Auditor	08
<u>Telephone Maintenance Technician</u>	<u>08</u>
Telespection Technician	<u>06</u> <u>07</u>
Therapeutic Recreation Technician	08
Trades Mechanic	08
Traffic Aide	05
Traffic Counter	05
Traffic Signal Technician	08

Traffic Technician	06
Tree Maintenance Worker	04
Tree Nursery Officer	09
Tree Service Worker	<u>06 07</u>
Utility Accounts Technician	06
Utility Service Locator	06
Utility Worker	04
Vehicle Parts Storekeeper	06
Water Control Room Operator	08
Water Dispatcher	05
Water Emergency Repair Worker	06
Water Loss Equipment Technician	08
Water Meter Technician	06
Water Service Inspector	05
Water Service Technician	07
Water Treatment Maintenance Worker	05
Watermain & Service Repair Worker	<u>05 06</u>
Welder/Blacksmith	08
X-ray Technician	06

B) Classifications not currently utilized, but reserved for Local 7 are as follows:

<u>CLASSIFICATION</u>	<u>SALARY GROUP</u>
<u>Account Clerk</u>	<u>04</u>
<u>Accounts Payable Control Clerk</u>	<u>06</u>
<u>Assessment Clerk</u>	<u>04</u>
<u>Assistant Naturalist</u>	<u>07</u>
<u>Backhoe Operator</u>	<u>06</u>
<u>Bricklayer</u>	<u>08</u>
<u>Building Inspector</u>	<u>09</u>
<u>Cash Management Clerk</u>	<u>05</u>
<u>Clerk</u>	<u>03</u>

<u>Clerk Aide</u>	<u>02</u>
<u>Clerk/Non-Typist</u>	<u>03</u>
<u>Correctional Officer</u>	<u>06</u>
<u>Custodian</u>	<u>02</u>
<u>Customer Service Clerk</u>	<u>05</u>
<u>Data Entry Clerk</u>	<u>03</u>
<u>Data Processing Aide</u>	<u>03</u>
<u>Dental Assistant</u>	<u>04</u>
<u>Dispatcher</u>	<u>04</u>
<u>Electrical Inspector</u>	<u>09</u>
<u>Farmer</u>	<u>06</u>
<u>Food Service Specialist</u>	<u>08</u>
<u>Graphic Arts Technician (681-96)</u>	<u>09</u>
<u>Graphics Designer</u>	<u>07</u>
<u>Heating Inspector</u>	<u>09</u>
<u>Horticulture Technician</u>	<u>07</u>
<u>Horticulturist</u>	<u>09</u>
<u>Intermediate Account Clerk</u>	<u>05</u>
<u>Intermediate Clerk</u>	<u>04</u>
<u>Laboratory Aide</u>	<u>03</u>
<u>Legal Auditor</u>	<u>08</u>
<u>Light Equipment Operator</u>	<u>04</u>
<u>Marina Coordinator</u>	<u>07</u>
<u>Medical Assistant</u>	<u>04</u>
<u>Naturalist</u>	<u>08</u>
<u>Nutritionist</u>	<u>10</u>
<u>Payroll Clerk</u>	<u>06</u>
<u>Plumbing Inspector</u>	<u>09</u>
<u>Police Stable Attendant</u>	<u>04</u>
<u>Pool/Rink Maintenance Coordinator</u>	<u>05</u>
<u>Public Health Nurse Aide</u>	<u>02</u>
<u>Public Markets Worker</u>	<u>04</u>
<u>Refrigeration Inspector</u>	<u>09</u>

<u>Relocation Specialist</u>	<u>08</u>
<u>Sanitarian</u>	<u>09</u>
<u>Sanitarian-In-Training</u>	<u>08</u>
<u>Senior Account Clerk</u>	<u>06</u>
<u>Senior Assessment Clerk</u>	<u>05</u>
<u>Senior Clerk</u>	<u>06</u>
<u>Senior Clerk-Utility Administration</u>	<u>06</u>
<u>Senior Data Entry Clerk</u>	<u>04</u>
<u>Senior Watermain & Service Repair Worker</u>	<u>07</u>
<u>Sewer Construction and Repair Worker</u>	<u>07</u>
<u>Sewer Maintenance Worker</u>	<u>05</u>
<u>Stenographer</u>	<u>04</u>
<u>Therapeutic Recreation Technician</u>	<u>08</u>
<u>Traffic Counter</u>	<u>05</u>
<u>Tree Nursery Officer</u>	<u>09</u>
<u>Water Dispatcher</u>	<u>05</u>
<u>Water Meter Technician</u>	<u>06</u>
<u>Water Service Inspector</u>	<u>05</u>
<u>X-ray Technician</u>	<u>06</u>

For the Union
 Don Equil 4/7/22
 D. J. H. 4-7-22
 Melissa Mastak 4-7-22
 M. 3M APRIL 07 2022
 Elizabeth Storgemier 4-7-22
 Ring 4-7-22
 Matthew 4-7-22
 4-7-22
 4-7-22
 4-7-22
 4-7-22

For the Employer
 Anna Sipe
 Soledad
 Megan R
 Jenny Jazun
 Christy Sorciat
 Jennifer Jacek
 4/7/22

City of Toledo
AFSCME Local 7-1

Union Proposal _____
Date Proposed _____

PAYROLL DEDUCTIONS

2117.04 Listing of New Employees

The City agrees to furnish the Union at no cost, on a monthly basis, a list of new Local 7 employees, retirees, disability, and terminations indicating the employee's name, address, date of hire, classification, and department. Notice shall also be provided to the Health and Welfare Office.

Additionally, the City will furnish a quarterly list of all bargaining unit employees including the same information as above plus an indication as to whether the employee is a union member or non-member ~~or fair share fee payer~~.

For the Union

James R. Lewis Jr.
[Signature]
[Signature]
[Signature] 3/2/2022
Elizabeth Soggefrei 3-2-22
Przybycki 3-2-22
Melissa Mastak 3-2-22
[Signature] 3-2-22
[Signature] 3/2/22
[Signature] 08 3/2/22

For the City

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Date TA'd 3/21/2022

2117.05 Union AssessmentsUnion Counter 3-23-2022

In recognition of AFSCME Local 7's services to the bargaining unit and to promote harmonious and stable relationships between the bargaining unit and the City, ~~employees within the bargaining unit shall, within thirty (30) days of this agreement, in accordance with applicable law, and with the employee's voluntary, signed authorization, the Employer will deduct the initiation fees and monthly dues uniformly required in the amounts designated by the Union from the wages of the employee. The Union shall be responsible for securing such a legal authorization from each employee and provide it to the Employer. -or their date of promotion, whichever is later, either become members of AFSCME Local 7 or share in the financial support of AFSCME Local 7 by paying to Local 7 a service fee not to exceed the amount of dues uniformly required of members of Local 7.~~

~~The City will deduct current union dues, initiation fees, and equal assessments owed to the Union, as well as current union dues, initiation fees, service charges, and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deductions shall be made from all paychecks of the month for which current dues (payable in advance) and any initiation fees or service charges are due the union. The City further agrees to remit to the Comptroller of Ohio Council 8, 6800 N. High Street, Worthington, OH 43085-2512 dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein.~~

A) ~~On a bi-weekly basis, said deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO ("OC8"). The Union shall provide the Employer with authorization to make deposits into the bank used by OC8, along with the routing number and account number. It is the Union's responsibility to notify the Employer, in writing, of any change to OC8's account information. The Employer shall also email, with each said deduction and transmittal of dues/fees, a check off list setting forth each employee's name, the amount deducted for each employee, and the total amount of dues deducted for all employees for the pay period of the report.~~

~~Fair share fee payment is a condition of employment for those who choose not to be a member of the Union.~~

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

C) The Union shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with the provisions of this section. In the event that the City is held responsible for the repayment of monies paid to Local 7 pursuant to this section, Local 7 to the extent of those funds actually received, shall reimburse same to the City and/or the designated

employees involved.

D) If the law as it pertains to fair share fee is overturned, the language from the 2017-2020 Collective Bargaining Agreement regarding the fair share agreement will be returned to its full force and effect or to the extent allowed by law.

E) Should the City make available additional credit unions, other financial services, or other payroll deductions, these services will be made available to Local 7 members.

For the Union:

For the City of Toledo:

Don Czernik 3/23/22

Angela Suple

D. J. M. 3-23-22

Jane Nguyen

Melissa Mastak 3-25-22

Jenny Jajua 3/23/22

M. S. M. March 23 2022

Sally Soule 3/23/22

Elizabeth Horganfrei 3-23-22

Wayne R

Phong, An Lu 3-23-22

Walter Y. B. 3/23/22

J. C. 3/23/22

Janet Lane etc. 3/23/22

Janet Lane 008

Date: 3/23/2022

Date: 3/23/2022

2117.06 Withdrawal – Conditions

All employees promoted to positions outside of this bargaining unit shall notify their payroll clerk in writing upon satisfactory completion of the appropriate probationary period to cease dues check off to this Bargaining Unit.

Dues check off for a bargaining unit employee covered under this agreement shall cease upon such notification of satisfactory completion of such probationary period.

Employees who are members of the union may revoke their union membership at any time by sending written notice to the union of their desire to drop their union membership. Union dues may be revoked in accordance with the Union member's agreement with the union

The City of Toledo Division of Payroll will also accept cancellations of dues check offs forwarded by the Union and accompanied with a cover letter signed by the AFSCME Ohio Council 8 representative. The cover letter will include the name of the member(s) that submitted a dues cancellation notice. Upon receiving the cover letter, the City will promptly process the request and stop the dues payroll deduction.

AFSCME Local 7	CITY OF TOLEDO
Don Quint 3/23/22	Maura Supt 3/23/2022
M. J. H. 3-23-22	June Ngan 3/23/2022
Melissa Mastak 3.23.22	Jenny Jagan 3/23/22
M. S. H. March 23 2022	Jody Snelo 3/23/22
Elizabeth Storgemfrei 3-23-22	M. J. R. 3/23/22
R. J. H. 3-23-22	
Matthew G. Latta 3/23/22	
James L. Latta 3/23/22	
James M. Paul OC 8 3/23/2022	
J. C. L. 3/23/22	

2117.07 Credit Union or Financial Institution

Given written authorization, the City agrees to make payroll deductions from an employee's paycheck and forward the same to any authorized credit union or authorized financial institution.

~~The City agrees to continue its current direct deposit program for employee paychecks. The employee may choose to receive a paper paycheck or elect direct deposit of his/her paycheck. However, effective January 1, 2018, all new hires must enroll, and remain, in the current direct deposit program for employee paychecks for the duration of their employment. All employees currently enrolled in the direct deposit program must remain in the program. In order to enroll in direct deposit, the employee must give written authorization to the City for direct deposit to any authorized credit union or bank eligible to receive Automated Clearing House (ACH) direct deposits and follow the procedures for direct deposit as provided by the City.~~

Effective January 1, 2023, all employees must enroll, and remain, in the current direct deposit program for employee paychecks for the duration of their employment.

AFSCME Local 7	CITY OF TOLEDO
<i>Don Givich 3/23/22</i>	<i>Anna Supt 3/23/22</i>
<i>D. P. H. 3-23-22</i>	<i>Jane N. Jan 3/23/22</i>
<i>Melissa Maszala 3-23-22</i>	<i>Jenny Jazua 3/23/22</i>
<i>M. M. March 23 2022</i>	<i>Sody Bude 3/23/22</i>
<i>Elizabeth Borgesen 3-23-22</i>	<i>Malay R 3/23/22</i>
<i>Elizabeth D. 3-23-22</i>	
<i>Matthew Y. 3/23/22</i>	
<i>[Signature] 3/23/22</i>	
<i>[Signature] 3/23/22</i>	
<i>Jane L. 3/23/22</i>	

SENIORITY AND RELATED MATTERS

2117.34 Probationary Period

For purposes of this Article compensated time shall be considered time worked.

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

Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the date of hire. Employees in classifications included in Section 2117.02, "Classifications", shall be probationary employees for a period of one thousand five hundred (1,500) actual work hours. Said employees shall not receive any fringe benefits during the initial one hundred sixty (160) actual work hours of the probationary period, but shall be entitled to full fringe benefits thereafter. Representation by the Union shall not be provided to employees in matters relative to retention, discipline or removal until satisfactory completion of the one thousand five hundred (1,500) actual work hours probationary period. Employees shall be subject to the provisions of Section 2117.05 "Union Assessments" after the completion of one hundred sixty (160) actual work hours of the probationary period. Employees shall be evaluated periodically during the probationary period using a uniform process.

***SIGNATURES ON THE NEXT PAGE**

2117.34 Probationary Period – Signature Page Only

For the Union

Don Equid 3/23/22
W. J. H. 3-23-22
Melissa Mashtal 3-23-22
Mr. M. March 23 2022
Elizabeth Sorgenfrei 3-23-22
Gregg Simpson 3-23-22
Matthew Smith 3/23/22
J. C. 3/23/22
James Lewis 3/23/22
James Wang OCB 3/23/2022

For the City

Jenny Japa 3/23/22
Sady Grede
Megan R.
Jane W. Jack
Anna Siple

Date TA'd 3/23/2022

CITY OF TOLEDO COUNTER PROPOSAL

319 10:01A
ok to TA 11:09
MARCH 9, 2022

2117.40 Loss of Seniority

The seniority of an employee shall be lost and the employee shall be terminated for the following reasons:

- (a) The employee resigns.
- (b) The employee is discharged by the appointing authority.
- (c) The employee fails to report to work after fourteen (14) calendar days after a recall notice has been sent.
- (d) The employee is absent for five (5) consecutive working days without obtaining an approved leave of absence or notifying the City and substantiating with medical verification that the employee is sick and/or disabled.
- (e) The employee fails to return at the expiration of an approved leave of absence.
- (f) An employee enters employment for another employer or becomes self-employed while on leave.
- (g) An employee is laidoff continuously for more than four (4) years.
- (h) **An employee is deemed unsatisfactory by the new Division in his or her third new classification obtained through a layoff, as referenced in Section 2117.41 "Layoff Procedure."**
- (i) The employee retires.
- (j) When an employee loses seniority for the reasons listed in subsection (c) through ~~(g)~~ (h) above, said employee shall be given written notice of the reason for such loss of seniority. Loss of seniority under paragraphs (d) and (e) shall be subject to a review by the Department of Human Resources. Loss of seniority for any reason except paragraph (b) above shall not be subject to review under 2117.25, "Procedure" (g) or 2117.26, "Appeal".

For the Union:

7A

For the City of Toledo:

For the Union:

Roy Hill Sr

Matthew Smith
James E. Smith Sr.
MS March 09 2022

Elizabeth Horgenfrei
Date: 3/9/22

Melissa Mastale

For the City of Toledo:

Christy Sourent
Jenny Jaska 3/9/22
Megan P

Date: March 9, 2022

3/9 Union Counter
ok to TA 11:09A
MARCH 9, 2022

2117.41 Layoff Procedure

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

(b) An employee laid off from the main bargaining unit or communication operators bargaining unit shall have the right to displace another bargaining unit member having less continuous service than the laid off employee in accordance with the following procedure. No bumping into the Police Records Clerk classification shall occur unless the employee has completed the requisite training and has been previously qualified.

(1) First. Employees will be offered funded vacant positions within the Local 7 jurisdiction within the same classification, within the same or lower salary group, provided employees conform to the provisions listed in this section.

(2) Second. The employee shall have the right to displace the employee in the same classification, within the Bargaining Unit, with the least amount of continuous service with the City.

(3) Third. The employee shall displace the employee in the same salary group who has the least amount of continuous City service, within the Bargaining Unit with the City provided the affected employee (I) has performed in that classification or has the required experience in a similar or related position and (II) meets the minimum requirements for the classification and (III) has the ability to perform the duties of that position.

(4) Fourth. The employee shall drop one or more salary groups and displace the employee in the lower salary group who is working in a classification that the employee: (I) has either performed or for which he has the required experience in a similar or related position; and (II) for which the employee meets the minimum requirements for the classification; and (III) for which the employee has the ability to perform the duties of that position.

(5) Fifth. Notwithstanding the above procedure, an employee will be allowed to displace an employee in a classification not previously performed in when that classification is in a logical progression from a present or former classification held. Again, the employee must meet the minimum requirements for the classification and have the ability to perform the duties of the position.

(6) Sixth. The definition "performed in the classification" will include employment outside the City where documentation has been submitted to and approved by the Toledo Civil Service Commission prior to the layoff process. An individual approved must be able to perform the duties of the position.

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

(8) Eighth. Notwithstanding the above procedure, any employee whose position has been identified for elimination or who has been displaced by a more senior employee shall have the right to accept the layoff without repercussion.

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

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

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

← insert extension JS 3/9

(e) Any laid off employee who determines a classification/position, to which they have displaced into pursuant to this layoff procedure, is not suitable during the applicable probationary or demonstration period, may either: (1) accept placement into an available vacancy equal to or lower than the classification from which they were originally laid off; or (2) will actually be laid off. Otherwise, there is no "re-bump" process. An employee who is either deemed unsatisfactory in his or her new position, or, of their own volition, desires to vacate their new position assumed through layoff during the demonstration period, may only assume a vacancy and shall not be entitled to re-bump. An employee in this situation may only assume two (2) new vacancies after assuming the first new position through the layoff.

third JS 3/9

An employee who is deemed unsatisfactory in their second new classification may be subject to termination. In this case, the employee is subject to a loss of seniority pursuant to Section 2117.40 "Loss of Seniority" herein, and the employee has the right to be heard by the Director of Human Resources or his or her designee.

An extension of the thirty (30) or sixty (60) day work period may be given with mutual agreement between the City and the Union.

move @

(f) A laid off employee will receive the appropriate rate of pay for the salary group of the classification to which they displace into and, the twelve (12) month rule for the "steps" within the salary group will be applied from the original salary group (as set forth in "Wage Rates, Premiums and Allowances" Section 2117.113, "base annual salaries") for lateral movement through this layoff procedure.

For the Union:

For the City of Toledo:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature] March 09 2022

[Signature]

[Signature]

[Signature]

[Signature] 3/9/22

[Signature] 3/9/22

[Signature] 3-9-22

[Signature]

[Signature] 008

Date: *[Signature]* 3/9/2022

Date: 3/9/2022

VACANCIES

2117.42 Vacancies

(a) In the event an existing position becomes vacant, in a classification represented by Local 7, it shall be filled by an employee working in a classification covered by this collective bargaining agreement in accordance with the following priorities before being filled from outside the bargaining unit.

1. Recall of permanent employees who are laid off or displaced in accordance with recall procedure as set forth in 2117.43, "Recall Procedure".
2. Reappointment of employees reclassified to a lower level as set forth in 2117.44, "Reappointment".
3. Promotion as set forth in 2117.45, "Promotions".
4. Transfer as set forth in 2117.46, "Transfers".
5. Voluntary Demotion as set forth in 2117.47, "Voluntary Demotions".
6. Reinstatement of permanent employees in conformance with the procedure set forth in 2117.49, "Reinstatement".

(b) If the City intends to leave the vacancy unfilled, or intends to defer filling the vacancy until some time certain, the City shall so notify the Union within thirty (30) calendar days of the occurrence of the vacancy. Failure to comply with this provision shall require the City to fill the vacancy immediately, in accordance with the above procedures.

(c) **The Employer will provide meeting notes from all Civil Service meetings within five (5) days of the actual meeting date via email to local7@bex.net.**

***SIGNATURES ON THE NEXT PAGE**

2117.42 Vacancies – Signature Page Only

For the Union

Don Gehl 3/29/22
D. Gehl 3-29-22
Melissa Masfuk 3-29-22
Elizabeth Sorgenfrei 3-29-22
MM 03/29/2022
Ryszard Sa 3-29-22
J - CJ 3-29-22
Jane L. Funder

Jan M. Boy 08
8/29/22

For the City

Anna Sisk
Christy Sorci
Sady Stude
Denny Jaque 3/29/22
Megan P

Date TA'd 3/29/2022

Ok to TA 11:09A 3/9

CITY OF TOLEDO PROPOSAL

MARCH 7, 2022

2117.48 Probationary Period - Extension

If an employee in the probationary period established in Sections 2117.34, "Probationary Period;" 2117.41 "Layoff Procedure;" 2117.45, "Promotions;" 2117.46, "Transfers;" and 2117.47, "Voluntary Demotions;" herein does not work, even though compensated, for more than twenty four (24) hours during the probationary period, the period shall be extended by the number of hours the employee is off.

For the Union:

For the City of Toledo:

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[Handwritten signature] 3/9/22

[Handwritten signature] 3/9/22

[Handwritten signature] 3-9-22

[Handwritten signature]

[Handwritten signature] SC8

Date: *[Handwritten date]* 3/9/2022

Date: *[Handwritten date]* 3/9/2022

2117.50 Alternates

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

- (1) To replace an employee who is off for any reason;
- (2) To fill a vacant position pending the making of a provisional or permanent appointment;
- (3) To temporarily supplement the staffing level authorized in the budget;
- (4) To provide training opportunities for alternate appointments or for future promotional opportunities. (reference Section 2117.110 – Educational Reimbursement & Training Programs)

(b) For alternate appointments to Local 7 positions:

In the event an alternate is needed the City may choose among those employees in the next lower classification/salary group with valid approved alternate paperwork 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 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.

If there is no eligible qualified employee(s) in the next lower classification/salary group with valid approved alternate paperwork 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-month training period.

- (c) When an employee **repeatedly** refuses alternate appointments **five (5) times in a six (6) month period**, they **may shall** be removed from the alternate list **for thirty (30) calendar days** after written notification has been given to the employee and the responsible Union Steward stating the just cause for removal. The employee may only be reinstated at the written, **time stamped** request of the employee and responsible Union Steward, with the

written request including justification for the requested reinstatement. Within two (2) weeks of receiving the request, the Division Head shall meet with the employee and the union steward to discuss the matter. If the employee is to be placed back on the alternate list, it shall occur by the end of the pay period in which the thirty (30) calendar day period concludes.

(d) The Division Head or his/her designee will 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 will include the individual's name and the reason he or she did not qualify to be an alternate, if applicable.

(e) When an employee has worked as an alternate, the employee shall be paid at the alternate rate of the position worked for a single paid holiday day off, provided the employee worked in the alternate position for three (3) of the five (5) work days immediately preceding the single paid holiday day off. The employee shall be paid at the alternate rate of the position worked for two (2) paid holiday days off, provided the employee worked in the alternate position for six (6) of the ten (10) work days immediately preceding the paid holiday day off. Compensation at the alternate rate will be limited to a maximum of one (1) or two (2) days as referenced above. "Paid Holiday" as used in this section will be defined as provided in section 2117.106 (b) "Paid Holidays" only and does not include discretionary holiday days off.

For the Union:

Don Equil 3/23/22
Matthew 1 3/23/22
Russ Hill 3-23-22
Elizabeth Sorgenfrei 3-23-22
Melissa Masfala 3-23-22
3-23-22
March 23 2022
08

Date: 3/23/2022

For the City of Toledo:

maple sign
Jane N. J...
Sody Gude
Genny Jazur 3/23/22
Megan T

Date: 3/23/2022

City of Toledo
AFSCME Local 7-1

Union Proposal _____
Date Proposed 4-7-2022

2117.68 Saturday & Sunday Shift Workers

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

For those shift workers working a schedule of 4 days on and 2 days off, on occasion they may have 3 Saturdays and 3 Sundays within any two-week period.

For the Union

Don Gerard 4/7/22
D. J. H. 4-7-22
Melissa Masfak 4-7-22
APRIL 07 2022
Elizabeth Sengenfrei 4-7-22
Raymond D. 4-7-22
Matth 4-7-22
Jinck 4-7-22
James P. 4/7/22
James P. 04/7/22

For the City

Amber Smith
Jody Evans
William R.
Jennifer Jagan
Christy Soucrat
Jane N. G. P.

Date TA'd 4/7/22

Ok to TA 3/9 11:02A

CITY OF TOLEDO COUNTER PROPOSAL

MARCH 8, 2022

2117.70 Daily Overtime

- a) All work in excess of the regularly scheduled eight (8) hour work day shall be overtime and compensated at a rate of time and one-half the regular rate or as otherwise provided. Overtime shall not be paid twice for the same hours. Contiguous overtime shall be defined as time immediately before or after a scheduled work shift, with no break between shifts.
- b) If an employee is requested to report back to work not contiguous to the beginning or end of the regular shift, the employee shall be guaranteed a minimum of four (4) hours overtime pay.
- c) If the employee is requested to report to work two (2) hours or less prior to but contiguous to the start of the shift, the employee shall be paid for actual time worked at the appropriate overtime rate.
- d) If the employee is requested to report to work more than two (2) but less than four (4) hours prior to but contiguous to the start of the shift, the employee shall be guaranteed four (4) hours overtime pay.

All such hours shall be paid at the appropriate overtime rate.

For the Union:

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[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
 March 09 2022
 Elizabeth Stroganfreie
 Melissa Maszala
[Handwritten signature]
 3-9-22
 Dawn N. Pardy OCS
 Date: 3/9/2022

For the City of Toledo:

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
 Christy Soucrant
 Jenny Jagua 3/9/22
[Handwritten signature]
 Date: 3/9/2022

2117.76 Saturday/Sunday/Holiday Overtime Shift Work

(a) When a shift worker works their first scheduled day off, it shall be considered as a Saturday and shall be compensated at the time and one-half rate.

(b) When a shift worker works their second scheduled day off, it shall be considered as a Sunday and shall be compensated at the double time rate.

(c) When a shift worker works on their scheduled day off for a holiday, they shall be compensated for the holiday plus double time for all hours worked on such day. For purposes of this section, holidays are limited to the six (6) major holidays, as defined in Section 2117.106.

“Paid Holidays,” and Christmas Eve and New Years Eve.

(d) Shift workers working on their regularly scheduled shift on the six (6) major holidays and **Easter Sunday**, Christmas Eve and New Years Eve shall be paid twelve (12) hours at their regular straight time rate. However, when a shift worker works outside their regularly scheduled shift on the aforementioned holidays, the employee shall receive double time for all additional hours worked on the holiday.

(e) Overtime procedure for shift workers shall be mutually agreed upon by both parties on a divisional basis.

***SIGNATURES ON THE NEXT PAGE**

2117.76 Saturday/Sunday/Holiday Overtime Shift Work – Signature Page Only

For the Union

Don Lynch 4/7/22

D. J. M. 4-7-22

Melissa Muehl 4-7-22

M. S. M. APRIL 07 2022

Elizabeth Koggen 4-7-22

Matthew Yarbette 4-7-22

Jim Cook 4-7-22

James R. Smith 4/7/22

James R. Smith 08 4/7/22

For the City

Maria Sisk

Sody Smith

Walter R.

Jenny Jazua

Christy Soucrant

Jane N. J.

Date TA'd 4/7/22

City of Toledo