

2117.78 Overtime Rotating List

(a) It is the intent of this section to schedule necessary overtime work as evenly as possible among the employees who have completed a portion of the probationary period as defined in Section 2117.79 "Probationary Employees – Overtime" and are qualified to perform the necessary work. The seniority rotating overtime list shall be established as to job classification according to the employee's unit seniority and such list shall be kept current and posted and shall be followed. The rotating overtime list will be re-established annually at 12:00 a.m., January 1 of each year according to the aforementioned criteria. All overtime hours worked shall become part of the seniority rotating overtime list of all employees.

(b) Once established, the list shall be adhered to in the selection of employees to work overtime with the exception that: If a particular job requires overtime to be worked contiguous to the shift in order to complete or further the progress on such job or, for non-contiguous to a shift overtime, the employee has been assigned to a specific task or project where the employee is the most knowledgeable individual to continue the task or project, then the employee who has been working the job on his/her regular shift shall be allowed to continue with the same job during the overtime period.

(c) It is also the intent of this section to facilitate overtime scheduling and call out. When an employee is requested to work and refuses such overtime assignment, the employee shall be charged with such overtime. **With the exception of the Division of Police Records, a refusal also includes not responding to a request.** When an employee repeatedly refuses overtime **five (5) times in a six (6) month period**, they may be removed from the overtime rotating list after written notification has been given to the employee and the responsible Union Steward stating the just cause for removal. The employee may only be reinstated at the written request of the employee and responsible Union Steward, with the written request including justification for the requested reinstatement. **The written request must be submitted to the Department/Division Head or his/her designee.** Such reinstatement will not be unreasonably withheld **and the Department/Division Head or his/her designee must respond to the request within three (3) weeks after the request is submitted.** Any employee who removes themselves from the overtime rotating list shall be eligible for reinstatement. Upon reinstatement the affected employee will be charged with the maximum amount of overtime within their job classification on the overtime rotating list.

(d) At the time that overtime assignments are made known to the responsible union steward or during the course of working the overtime, if errors in the application of the overtime rotating list become known to the union steward, he or she shall advise the supervision of any assignment errors so corrections may be made prior to or during the performance of work. Once advised that there is a mistake, supervision still has the prerogative to make the assignments. However, the supervision must document the reason for the mistake. A copy of the documented reasoning shall be provided to the Department/Division Head, the Human Resources Department, and the Union President or his/her designee. The

responsible steward may then file under the grievance procedure.

If an employee is not called for or offered the overtime when entitled, the employee will be compensated in compensatory time for any and all lost overtime for that occurrence.

For the Union:

For the City of Toledo:

Paul Zwick 3/29/22
D. J. H. 3-29-22
Melissa Mastak 3-29-22
Elizabeth Stoggenhei 3-29-22
MRM 03/29/2022 2117.78 O.T.
Randy Smith 3-29-22
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Janet L. Smith
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 Date: 3/29/2022

Anna Sisk
Christy Soudant
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Johnny Jones 3/29/22
Megan R
 Date: 3/29/2022

2117.93 Accumulation and Payment of Sick Days

~~Through December 31, 2017, employees will be credited with six and two-thirds (6 2/3) hours sick leave for each month of service up to a maximum of eighty (80) hours, or ten (10) days, per calendar year. Once an employee accumulates a total of 294 hours of sick leave, the employee will be credited with ten (10) hours sick leave per month (increases from six and two-thirds (6 2/3) hours to ten (10) hours per month). The employee must maintain a sick hour accumulation balance of at least 294 hours in order to continue to receive ten (10) hours per month. If the employee's accumulation goes below 294 hours, then he or she will be credited with only six and two-thirds (6 2/3) hours per month. 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 January 1, 2018, employees will be credited with seven (7) hours sick leave for each month of service up to a maximum of eighty four (84) hours, per calendar year. Once an employee accumulates a total of 294 hours of sick leave, the employee will be credited with ten (10) hours sick leave per month (increases from seven (7) hours to ten (10) hours per month). The employee must maintain a sick hour accumulation balance of at least 294 hours in order to continue to receive ten (10) hours per month. If the employee's accumulation goes below 294 hours, then he or she will be credited with only seven (7) hours per month. 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.~~

~~Effective January 1, 2022, 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, then he or she will be credited with only eight (8) hours per month. 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.~~

Those employees hired on or before June 30, 1993 shall have the option of maintaining their current sick leave accrual and severance pay plan as set forth in Part A or in the sick leave conversion plan as set forth in part B below. This election shall occur during the first six (6) months of this agreement.

Employees hired on or after July 1, 1993, shall be covered exclusively by the sick leave plan in Part B.

(A) Employees hired on or before June 30, 1993 and who elect to maintain their

current sick leave accrual and severance pay plan shall be credited with **the above-referenced accrual amounts per month**, six and two-thirds (6 2/3) hours sick leave for each month of service up to a maximum of eighty (80) hours, or ten (10) days, per calendar year. Once an employee accumulates a total of 294 hours of sick leave, the employee will be credited with ten (10) hours sick leave per month (increases from six and two-thirds (6 2/3) hours to ten (10) hours per month). The employee must maintain a sick hour accumulation balance of at least 294 hours in order to continue to receive ten (10) hours per month. If the employee's accumulation goes below 294 hours, then he or she will be credited with only six and two-thirds (6 2/3) hours per month. Provided the conditions of Section 2117.119, "Termination and Severance Pay", have been met, unused sick leave accumulated to the time of termination shall be paid at the rate of one-half (1/2) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

Beginning in 2018, An employee, in Plan A, who has twenty-seven (27) years of service credit with the City and is age eligible to retire with full benefits 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. The payment 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 B.

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

(B) (1) Employees hired on or before June 30, 1993, who elect the sick leave conversion plan set forth herein will bank accumulated sick leave through June 30, 1993. This banked sick leave accumulation will be used as the need for sick pay arises or may be converted to cash under the terms set forth in Part (B)(3). Provided the conditions of Section 2117.119, "Termination and Severance Pay", have been met, unused sick leave from that banked effective June 30, 1993, will be paid as follows at the employee's regular rate as of June 30, 1993: one-half for all banked sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

(2) On and after June 30, 1993, employees covered by this plan shall be credited with **the above-referenced accrual amounts per month**, sick days in accordance with the following formula: after July 1, 2011 employees are credited with six and two-thirds (6 2/3) hours sick leave for each month of service up to a maximum of eighty (80) hours, or ten (10) days, per calendar year. Once an employee accumulates a total of 294 hours of sick leave, the employee will be credited with ten (10) hours sick leave per month (increases from six and two-thirds (6 2/3) hours to ten (10) hours per month). The employee must maintain a sick hour accumulation balance of at least 294 hours in order

~~to continue to receive ten (10) hours per month. If the employee's accumulation goes below 294 hours, then he or she will be credited with only six and two-thirds (6 2/3) hours per month.~~

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

The maximum number of sick hours allowed for year-end payment will be forty (40). Employees using twenty (20) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than twenty (20) but forty (40) or fewer hours shall be entitled to a conversion at thirty three percent (33%). Employees with fewer than two hundred ~~ninety-four (294)~~ **fifty (250)** hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year, shall not be eligible for this conversion privilege. The employee's accrued sick leave shall be reduced by the number of hours converted to cash.

(4) Provided the conditions of Section 2117.119, "Termination and Severance Pay", have been met, unused sick leave accrued after June 30, 1993, will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the first 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.

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

For the Union:

Donald Czernil 5/9/22

D. P. H. 5-9-2022

Melissa Magistak 5-9-22

Elizabeth Georgeprie 5-9-22

Donna pg 3 of 4 May 9 2022

Russell 5-9-22

Matthew

[Signature] 5-9-22

[Signature] 05/09/22

James R. [Signature] 5-9-22

For the City of Toledo:

[Signature]

Raven Pore

[Signature]

Angela Sipe 5/9/22

217.93

CITY OF TOLEDO ECONOMIC PACKAGE PROPOSAL

MAY 5, 2022

For the Union:

For the City of Toledo:

Date: 5/9/22

Date: May 9, 2022

2117.95 Reporting – Proof of Illness

(a) The employee, while absent on sick pay must notify the supervisor under agreed practices. When claiming sick days, an employee must remain at home caring for their illness or that of their sick family member, unless away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. If the sick family member does not reside in the home of the employee, the employee shall provide notice when reporting off that they will be at the sick family member's home and its location. The employee shall then remain at the sick family member's home, unless away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. An employee who is recuperating from surgery or some other major medical condition who is advised by their physician that a change of location would hasten their recovery, may do so with the approval of the Department of Human Resources. An employee who is recuperating from surgery or other medical condition and who has not been released to return to work by a physician within ten (10) work days does not have to remain at home provided that their physician's statement indicates that remaining home is not necessary to their full and fast recovery. The employee then shall be allowed under these conditions to continue to receive sick pay benefits.

(b) Beginning January 1, 2006, when an employee has used five days or forty hours of sick time in a calendar year that is not FMLA-approved, or is not otherwise documented as specified below, then the employee shall be notified that use of more than six days or forty-eight hours of non-FMLA or undocumented sick time that year may be cause for discipline. When the employee's sick time usage that is neither FMLA-approved nor otherwise documented exceeds six days or forty-eight hours, the employee may be subject to discipline pursuant to the P.D.P or advanced disciplinary procedure for that usage and for each additional non-FMLA approved or otherwise undocumented sick time that calendar year.

Effective January 1, 2018, when an employee has used four (4) days or thirty-two (32) hours of sick time in a calendar year that is not FMLA-approved, or is not otherwise documented as specified below, then the employee shall be notified that use of five (5) days or forty (40) hours of non-FMLA or undocumented sick time that year may be cause for discipline. Additional sick time usage that is neither FMLA-approved nor otherwise documented exceeding five (5) days or forty (40) hours, the employee may be subject to additional discipline pursuant to the P.D.P or advanced disciplinary procedure for that usage and for each additional non-FMLA approved or otherwise undocumented sick time that calendar year.

"Documented sick time" for purposes of this paragraph and paragraph (c) shall be restricted to notes or other documentation from a medical practitioners' office (physician, nurse practitioner, nurse, dentist, chiropractor, physical therapist) and school officials/ school nurses on medical or school stationery.

(c) An employee who goes home sick after reporting for work shall receive written notification for the second occurrence in a calendar year that has not been documented in accordance with paragraph (b) above. The written notification shall instruct the employee that the same conduct in the future will result in the employee being required to submit appropriate documentation

concerning the reasons for leaving early for the remainder of the calendar year. This provision shall not be applicable when the employee has a pre-approved doctor's or dentist's appointment. Nor shall it apply where an employee is authorized to report to work for a partial work day, either before or during that day, when the employee would otherwise take the entire day as sick leave. Authorization to report to work under this provision will be requested by direct verbal communication between the employee and the employer or its designee, and confirmed as soon as practicable in writing.

Failure to provide a "statement of attending physician" or documentation when required by this agreement may subject the employee to disciplinary action.

(d) When providing documentation **from a provider, licensed physical or medical practioner,** it shall be presented within three (3) work days after returning to work.

(e) When the use of sick days extends beyond three (3) consecutive work days, the employee shall furnish the City with a "Statement of Attending Physician" in accordance with Division Policies and Procedures and the provisions above.

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

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

(h) **An unexcused absence is defined as an employee who is not present or not in attendance for any portion of a scheduled shift, and he or she does not have enough sick time in her or her sick tie bank, and the use of unpaid time is not approved. An employee is required to obtain approval for time off without pay prior to taking the time off. Such approval is given pursuant to Section 2117.52 herein. If approval is not obtained prior to the time off, or the employee takes time off knowing it is unapproved, the absence is unexcused and the employee may be subject to disciplinary action.**

***SIGNATURES ON THE NEXT PAGE**

2117.95 Reporting – Proof of Illness – Signature Page Only

For the Union

Donna Cunniff 3/2/22
W. H. 3/2/22
Melissa Masdak 3/2/22
Roy Wood 3-2-22
Elizabeth Sorgenfrei 3-2-22
W. H. 3/2/2022
Matthew White 3-2-22
[Signature]
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For the City

Jenny Jazur 3/2/22
[Signature] 3/2/22
Jody Bunde 3/2/22
Christy Soucreff 3/2/22
Jene N. Gachter 3/2/22
Angela Sipl

Date TA'd 3/2/2022

2117.99 Bonus Days

Effective January 1, 2018, a regular full-time employee of the City shall be given Bonus Days in accordance with the Bonus Day Table set forth below, provided the employee has accumulated at least **one hundred sixty** 160 total hours of sick leave as of December 31 of the previous year. In order to continue eligibility for Bonus Days the employee must maintain a balance of at least **one hundred sixty** 160 hours of accumulated sick leave.

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

Effective for sick days taken starting January 1, 2014 forward.

BONUS DAYS CANCELLATION TABLE

MONTHS WORKED	SICK DAYS TAKEN										
	0	1	2	3	4	5	6	7	8	9	10
12	5	5	5	4½	4	3½	3	2	1	½	0
11	4½	4½	4½	4	3½	3	2½	1½	½	0	
10	4	4	4	3½	3	2½	2	1	0		
9	3½	3½	3½	3	2½	2	1½	½	0		
8	3	3	3	2½	2	1½	1	0			
7	2½	2½	2½	2	1½	1	½	0			
6	2	2	2	1½	1	½	0				
5	1½	1½	1½	1	½	0					
4	1	1	1	½	0						
3	½	½	½	0							

***SIGNATURES ON THE NEXT PAGE**

2117.99 Bonus Days – Signature Page Only

For the Union

MSM 3/2/2022
Elizabeth Sorgenfrei 3-2-22
Russell B. Smith 3-2-22
Melissa Maszala 3-2-22
Don G. King 3-2-22
N. J. Hill 3/2/22

James M. Boyce ACB 3/2/22

For the City

Amelia Seif
Jane M. Gacko
Christy Soucrant
Sally C. Reed
Alger P.
Johnny J. Jara

Date TA'd 3/2/2022

2117.100 Leave Donation Program

- (a) Employees in the Union covered by this agreement may donate vacation, compensatory, 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) 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 7 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,
 - (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 2117.119 “Termination and Severance Pay”, or use it for his/her own purposes after the paid leave time has been donated.
- (c) 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, both the Donor and Recipient employees and Local 7 agree to hold the City of Toledo harmless.
- (d) 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.
- (e) Leave that has been donated to the Program and used shall not be returned to the donating employee, and the employee donating the leave shall not be compensated for the donated leave, including at the time of retirement or separation in accordance with Section 2117.119 “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 2117.119 "Termination and Severance Pay".
- (f) 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 2117.99.
- (g) In order to receive leave donated through the Program an employee must:
- (1) Have completed his or her probationary period; and
 - (2) Have no paid leave available for use including but not limited to sick leave, vacation leave, compensatory time and discretionary holiday time 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 seven (7) consecutive work days for a serious illness of the employee or a member of their immediate family or be absent for a period of at least seven (7) consecutive work days for the birth of an employee's own child; and
 - (5) Employees 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.
- (h) 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. However, after an employee exhausts the one thousand forty (1,040) hours, an employee may submit a written request for an extension of the one thousand forty (1,040) hours to a Joint Labor-Management Committee. The Committee will include two (2) representatives from Management and two (2) representatives from the Union. Further, the Committee may agree to extend the one thousand forty (1,040) hours on a case-by-case basis. The final decision will be based on the consensus of the Committee. If consensus cannot be reached the request is denied.
- (i) 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. When a 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 2117.99 "Bonus Days", unless otherwise prohibited by law.
- (j) The provisions of the Family and Medical Leave Act shall supersede the provisions of this section.
- ~~(k) **The Department of Human Resources shall enact, with the approval of the Mayor, an Administrative Policy and Procedure to implement the Program.**~~

AFSCME Local 7	CITY OF TOLEDO
Don Genich 3/2/22	Jenny Jazur 3/2/22
J J H 3/2/22	Megan 3/2/22
Melissa Marshall 3/2/22	Jody Javel 3/2/22
Kenny 3-2-22	Christy Sorrento 3/2/22
Elizabeth Borgesen 3-2-22	Jen Jackson 3/2/22
MSM 3/2/2022	Angela Siple 3/2/2022
Matt Tuttle 3/2/22	
JCS 3-2-22	

Juan Myzary 008 3/2/22
 Jim L. Smith

2117.105 Vacation

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

Effective July 1, 1999, the below table shall be followed:

AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31	VACATION
Less than 1 full calendar year of service	.916 days for each full month
After 1 full calendar year of service	2 weeks
After 7 full calendar years of service	3 weeks
After 14 full calendar years of service	4 weeks
After 21 full calendar years of service	5 weeks
After 25 full calendar years of service	6 weeks

- a) 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.
- b) An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule their vacation in the year in which it should have been taken, they may request that such unused vacation be carried over to the following year. Such request must be submitted to the Department of Human Resources prior to December 1 of each year. All such carry over must be taken no later than April 30 of the following year.
- c) Employees shall be allowed to schedule and take vacation as provided herein in accordance with existing Departmental procedures agreed upon between the City and the Union.
- d) Employees shall not be allowed to be paid in cash in lieu of receiving vacation unless the City for some valid reason has not allowed the employee to take the vacation time to which they are entitled by April 30 of the year following the calendar year in which it should have been taken. In that event, the employee shall be paid for such unused vacation days.
- e) An employee may request the advance of five (5) days pay at the time of their vacation. The request must be made to the payroll clerk of the Division at least fourteen (14) calendar days prior to the payday on which the check is to be received. This may be done once each calendar year and is contingent upon the employee having worked in the period in an amount sufficient to be entitled to

the advance pay requested.

- f) In determining eligibility for vacation, only continuous years of service shall be counted, except where an employee has served nine (9) full calendar years with the City and has terminated and then returns to the City, such an employee shall be entitled to count the prior service for determining eligibility for vacation. However, effective January 1, 2023 and 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.
- g) Effective January 1, 2022, during the first calendar year of employment, newly hired employees shall be allowed to advance vacation days from their vacation bank for the following year. Those who begin employment on or between January 1 and June 30 shall be allowed to advance up to five (5) vacation days. Those who begin employment on or between July 1 and December 1 shall be allowed to advance up to two and one-half (2.5) vacation days. Employees electing to advance vacation days shall have their vacation banks for the following year reduced by the same number of days/hours which were advanced the year they were hired.

The following provisions apply to this program:

1. This subsection shall only apply to employees in the calendar year (January 1 through December 31) in which they were hired. It shall not apply to employees who were hired in previous years and are eligible to receive and take vacation time in accordance with 2117.105(a).
2. Eligible employees must inform their supervisor and Division/Department head in writing that they are electing to utilize this benefit and how many days/hours they are advancing. Employees may make multiple written requests, if necessary, to advance vacation days; however, they may not advance more days than they are entitled to according to the above provision.
3. Vacation time advanced under this subsection must be scheduled and taken in accordance with existing Divisional/Departmental procedures.
4. Employees shall not be allowed to be paid in cash for advanced vacation time.
5. Advanced vacation time that is requested but not used by December 31 of the year in which the employee is hired shall not carry over to the following calendar year. If an employee is not permitted to take the vacation time in the year in which it is advanced, the employee may make

a request to his or her Division/Department head to cancel the vacation advancement in accordance with 2117.105(b), 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 2117.105(a), above, shall be deducted from the employee's severance.

For the Union:

For the City of Toledo:

Donald Czernik 5/9/22
W J H 5-9-22
Melissa Mastak 5-9-22
Elizabeth Storgaferi 5-9-22
M M pg 3 of 3 May 9 2022
Randy ... 5-9-22
Walter ... 5/9/22
Ann L ... 5/9/22
J C ... 5-9-22
Jan ... 5/9/22

Raven Pore
Amelia ...
Jenni ...

Date: 5/9/22

Date: May 9, 2022

2117.106 Paid Holidays

(a) All regular City employees who have completed one hundred sixty (160) work hours of their probationary period in accordance with Section 2117.34, “Probationary Period”, shall be entitled to ~~fifteen (15)~~ **sixteen (16)** paid holidays as set forth below. To be entitled to receive pay for the holidays the employee shall have worked or be on a compensated day off on the work day before and the work day after the holiday. An employee who misses work and is not on approved leave on the day before or the day after a holiday will forfeit two times the amount of time missed from his/her holiday pay to a maximum of eight (8) hours.

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

(c) In addition to the above listed holidays, the employees shall be entitled to two (2) discretionary holidays to be selected by the employee and scheduled with adequate notification to the appropriate supervision. These two (2) discretionary holidays are accumulated as follows: An employee hired between January 1st and June 30th shall receive two (2) discretionary holidays after reaching one hundred sixty (160) hours of their probationary period in accordance with 2117.34, “Probationary Period”. An employee hired between July 1st and December 31st shall only be entitled to one (1) discretionary holiday after reaching one hundred sixty (160) hours of their probationary period in accordance with Section 2117.34, “Probationary Period”. This only is in effect for year of hire; after that the employee shall receive two (2) discretionary holidays thereafter. Shift workers who lose the Day after Thanksgiving as a paid holiday in a given year shall receive an additional discretionary holiday. Employees shall schedule discretionary holidays in such a way as not to impair the operations of the work unit, but the holidays shall be scheduled and the employee shall be permitted to take the holidays at some time during the calendar year.

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

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

2117.106 Paid Holidays – Signature page only

For the Union:

Donald McGeech 5/11/22

James M. Bondy 008
Date: 5/11/2022

For the City of Toledo:

Thomas S. Smith

Date: 5/11/2022

2117.110 Educational Reimbursement and Training Programs

(a) The City will reimburse tuition costs for courses taken at an educationally accredited college or university by permanent employees. Part-time employees shall receive reimbursement on a pro rated basis based upon actual hours worked the preceding year. Such course work must be approved prior to enrolling by submitting documentation that the course is necessary toward a degree which is required for a position in the City's classified service.

(b) The City will also reimburse for technical courses. Courses must either be directly related to the employee's current job or directly related to an obvious career path. The determination of job relatedness or career path relatedness shall be made by the Director of Human Resources. To be directly related to an obvious career path the course work must be within the same work series (e.g., labor, clerical) and within three (3) normal promotional steps. An employee whose request for reimbursement is denied may appeal that determination to the City Career Enhancement Committee. Said committee shall consist of five (5) members, with one representative each from the following: Human Resources, Mayor's office, Affirmative Action and Contract Compliance, the Division in which the employee currently works, and the Union. The decision of the Committee will be final and will not be subject to the grievance procedure as provided in Section 2117.19 "Grievances".

Technical courses will be reimbursed one hundred percent (100%) for a grade of "A", "B", or "C." Reimbursement shall be limited to four (4) courses per year.

(c) The City will reimburse one hundred percent (100%) for a grade of "A", "B", or "C". The City will reimburse the cost of tuition and general fees only, for up to and including ten (10) credit hours per quarter or up to and including fifteen (15) credit hours per semester. Reimbursement shall be limited to tuition levels charged by the University of Toledo for academic coursework and by Owens College for technical coursework. These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better.

(d) Any employee participating in the tuition reimbursement program who resigns or retires (non-disability) must repay the tuition reimbursement paid by the City for all courses taken less than five (5) years prior to the date of termination. **Training costs or licensing fees will be reimbursed to the City on a prorated basis based upon the years of the employee's service after the training is concluded or the license is obtained, i.e., for every year the employee works after the training, the amount owed back to the City is reduced by 20%.** If necessary, this amount will be deducted from the employee's termination pay or his/her final paycheck. The City reserves the right to use all legal means available to recover the tuition costs under this paragraph.

(e) Non-accredited schools will be included.

(f) If licensing or certification is a requirement of a classification held by an

employee, the City shall pay the employee's licensing or certification expenses, **in accordance with 2117.111 Obtaining and Maintaining Required License, Certification, or Credentials for a Classification.**

(g) The City shall provide training and/or educational programs for full-time permanent employees to enhance career development under a program established jointly by the parties.

The Division Head may establish a Training Committee which will consist of: One (1) Union representative, one (1) Division Supervisor, and one (1) Division management representative. Each training program must be approved by the Union and the City of Toledo Human Resources Department prior to implementation of the training program.

Trainers will be selected and approved by the Training Committee and the Division Head. When selecting Trainers, consideration may be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs.

Training may be conducted during regular work hours or after regular work hours as agreed upon by the Division Head. For training during regular work hours, any Trainer(s) or Trainee(s) will be compensated at the rate of pay for their current classification. For training after regular work hours and/or on the weekend, Trainers will be compensated at the rate of pay for their current classification. Trainees will *not* be compensated for any training after regular work hours and/or on the weekend.

Upon completion of the training program by the Trainee, the Training Committee will evaluate the Trainee's competency based on pre-established criteria, as outlined in the training program. The Training Committee will certify to the Department of Human Resources the number of hours of training. Verified hours trained on a particular piece of equipment or in a particular area of training through the training and/or educational program may be used toward future promotional or alternate opportunities, provided the requirements of this section are satisfied.

(h) In the interest of having its employees keep pace with advanced technology, the City will endeavor to train those employees that may be affected as the result of a technological work change as the need arises. Training in these new areas shall be done by City personnel. However, when it is beyond the scope of City personnel, training may be conducted through outside services. These costs shall be borne by the City.

(i) The City shall continue to provide the opportunity for Local 7 members to prepare for the commercial drivers license (CDL) examination. This opportunity will be offered on a quarterly basis whenever a minimum of six (6) employees have signed up for the training. The training will be made available on Saturdays or other non-work hours without pay.

All employees shall be permitted to enroll, but preference shall be provided to those appointed to a classification that requires a C.D.L. who have been permitted to obtain the license during their probationary period. **Unless otherwise specified in the classification specification,** ~~E~~-employees who are promoted, transferred, voluntarily demoted, or bumped through the layoff procedure into a classification that requires a C.D.L., shall be allowed the course of their probationary period to acquire their C.D.L. provided reasonable accommodation can be made on the job.

All employees shall be permitted the use of City equipment to take the C.D.L. road test, on City time if necessary.

- (j) **Any employee who receives training from the City in accordance with subsections (f) and (i) herein, and resigns must repay any training costs or licensing fees paid by the City for all certifications received less than five (5) years prior to the date of termination. Training costs or licensing fees will be reimbursed to the City on a prorated basis based upon the years of the employee's service after the training is concluded or the license is obtained, i.e., for every year the employee works after the training, the amount owed back to the City is reduced by 20%. If necessary, this amount will be deducted from the employee's termination pay or his/her final paycheck. The City reserves the right to use all legal means available to recover the training costs under this paragraph.**

For the Union:

Don Guzik 3/23/22
Matthew Gault 3/23/22
Rory Wilson 3-23-22
Elizabeth Sorgenfrei 3-23-22
Mr. H March 23 2022
Melissa Mastak 3-23-22
[Signature]
[Signature]
[Signature] 3-23-22
[Signature] 088
 Date: 3/23/2022

For the City of Toledo:

[Signature]
[Signature]
Gody Grude 3/23/22
Jenny Jazun 3/23/22
[Signature]
 Date: 3/23/2022

2117.113 Base Annual Salaries

(a) Hourly Wages

Current Wage Rates

Salary Group	75%	85%	95%	100%	Promotional Start Rate
1	\$11.322	\$12.832	\$14.341	\$15.096	\$13.580
2	\$11.963	\$13.558	\$15.153	\$15.950	\$14.359
3	\$12.719	\$14.414	\$16.110	\$16.958	\$15.255
4	\$13.520	\$15.322	\$17.125	\$18.026	\$16.225
5	\$14.438	\$16.363	\$18.288	\$19.251	\$17.323
6	\$15.568	\$17.643	\$19.719	\$20.757	\$18.687
7	\$16.803	\$19.043	\$21.284	\$22.404	\$20.168
8	\$18.257	\$20.692	\$23.126	\$24.343	\$21.907
9	\$20.026	\$22.696	\$25.366	\$26.701	\$22.696
10	\$21.070	\$23.879	\$26.688	\$28.093	\$23.880
11	\$22.259	\$25.226	\$28.194	\$29.678	\$25.231
12	\$23.622	\$26.772	\$29.921	\$31.496	\$26.773

Effective the first full pay period of January 2022, the 2021 wage scale for Teamsters Local 20 shall be mirrored and employees shall also receive a base wage increase of 4%:

Rates Effective the 1st Full Pay Period of Jan. 2022

(Insert Wage Chart)

Effective the first full pay period of January 2023, employees shall receive a base wage increase of 4%:

Rates Effective the 1st Full Pay Period of Jan. 2023

(Insert Wage Chart)

Effective the first full pay period of January 2024, employees shall receive a base wage increase of 4%:

Rates Effective the 1st Full Pay Period of Jan. 2024

(Insert Wage Chart)

~~(b) An employee who is promoted or who works above his classification in a classification within the Local 7 Bargaining Unit will receive the Promotional Starting Rate, AS INDICATED IN THE TABLES IN SUBSECTION(A) ABOVE, of the class to which the employee has been promoted for the employee's 1st 2080 hours in that classification unless the Promotional Starting Rate of the new classification is either less than four percent (4%) greater than the rate the employee was earning in his/her regular classification, or less than the 75%, 85%, or 95% rate for the classification. If the Promotional Starting Rate of the new classification is not at least four percent (4%) greater than the rate the employee was earning in his regular classification, then the employee will receive a four percent (4%) increase over his/her present rate. If the Promotional Starting Rate is less than the 75%, 85%, or 95% rate for the classification, then the employee shall be paid at the nearest step rate that is at least four percent (4%) greater than the employee's current rate. At no time would a permanent employee earning the Promotional Start Rate be paid less than an employee in that classification in the Division with less seniority who is in one of the step rates. When an employee has served 2080 hours as an alternate to a position to which the employee is subsequently promoted, he/she shall continue to receive the full rate.~~

An employee who is promoted or who works above their classification will receive the promotional start rate as computed in accordance with this Section, unless the promotional start rate of the new classification is less than four percent (4%) greater than the rate the employee was earning in his regular classification. If the promotional start rate of the new classification is not at least four percent (4%) greater than the rate the employee was earning in their regular classification, then the employee shall receive the full rate of the new classification. Promoted employees at the promotional start rate will remain at that rate for one year, or 2,080 actual work hours, after their appointment to that classification.

~~(c) Employees hired on or after January 1, 1992, that are not placed from within municipal employment, will be paid at the Step Rate of the salary provided in this section as follows:~~

<u>STEP</u>	<u>PERCENTAGES</u>
<u>1st Year</u>	<u>75% of Full Rate</u>
<u>2nd Year</u>	<u>85% of Full Rate</u>

3rd Year

95% of Full Rate

4th Year (Full Rate)

100% of Full Rate

Employees hired on or after January 1, 1992 who are promoted, transferred, or demoted before completing their third year of City employment shall go to the same step of their new salary group until their anniversary date for that step. A year of service for purposes of the step plan shall mean twelve (12) full months rather than 2,080 compensated hours.

The wage scale for newly hired employees shall be set at 95% of the base wage for the first twelve (12) full months rather than 2,080 compensated hours, and 100% of the base wage thereafter. Employees who are off payroll more than twenty (20) work days during a year of service shall have their year of service extended by their number of uncompensated work days.

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

For the Union:

For the City of Toledo:

Donald Cyrenk 5/9/22
D. J. Hill 5-9-22
Melissa Mastall 5-9-22
Elizabeth Siergusrei 5-9-22
pg 3 of 3 May 9 2022
Byz 5-9-22
Matthew T. White 5/9/22
J - C 5-9-22
James R. ... 5/9/22
James ... 08
 Date: 5/9/22

[Signature]
Karen Petro
[Signature]
[Signature]
 Date: May 9, 2022

2117.115 Hazard Pay

(A) Whenever an employee is working under hazardous conditions or above a certain height or below a certain depth or in other listed conditions, hazard pay in the amount of ~~sixty cents (\$.60)~~ **one dollar (\$1.00)** per hour shall be added to the employee's rate for the length of time the employee is actually performing the duties under the hazardous condition.

Some of the examples of the conditions for which this allowance will be paid are shored excavations that exceed ~~sixteen (16)~~ **fourteen (14)** feet in depth for all work below ~~sixteen (16)~~ **fourteen (14)** foot level; where oxygen equipment is required due to sanitary sewers or storm sewers, in situations where safety harnesses are required below ~~sixteen (16)~~ **fourteen (14)** foot level because of the deterioration of manholes where there is a lack of rungs or blocks or where there is a fast flow of water that would endanger the employee's life if they fell into it; employees trimming trees where high voltage (600 volts) are within five (5) feet of the employee performing the work; sand-blasting; spray painting; when an employee is required to work from a bosun's chair or swing stage, (does not include permanent fixed stage or catwalk) which is thirty-five (35) feet or more above the bridge deck or below the bridge deck thirty-five (35) feet above the surface of the earth; ~~whenever working on the superstructure of the Anthony Wayne Bridge at a height of thirty-five (35) feet or more;~~ when establishing, working in or tearing down a traffic pattern on roads with speed limits of **45 40** miles per hour or more; **when working on the service truck at the Division of Urban Beautification;** excavating an area where hazardous materials have been identified; and when entering a structure after it has been deemed unsafe for habitation by the Health Department or Department of Inspections.

(B) Whenever an employee is working on the superstructure of the Anthony Wayne Bridge at a height of thirty-five (35) feet or more, hazard pay in the amount of six dollars (\$6.00) per hour shall be added to the employee's rate for the length of time the employee is performing the duties under the hazardous condition.

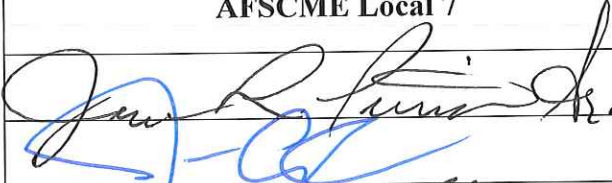
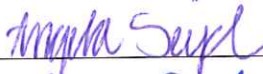

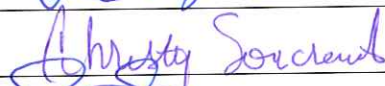

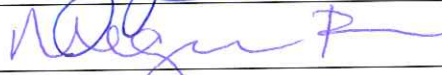


(C) Employees of the Division of Water Distribution and the Division of Sewer and Drainage Services, who work at sites designated as contaminated by the Environmental Protection Agency ("EPA") (Brownfield, etc.), will be paid six dollars (\$6.00) per hour. In such cases, the employee shall receive a minimum of four (4) hours hazard pay.



(D) An employee working in an employer-permitted confined space will be paid one dollar (\$1.00) per hour for the length of time the employee is performing the duties under the hazardous condition. A confined space is defined as having limited and/or restricted means for entry and/or exit and is not designed for continuous occupancy. Further, a confined space includes, but is not limited to: tanks, vessels, silos, storage bins, hoppers, vaults, pits, or manholes, but will exclude ditches, trenches, equipment housings, ductwork, etc. Also, a confined space may include the following hazards: oxygen deficient; oxygen enrichment, excessive heat, flammable/explosive, engulfment, flowing liquid/flowing solids.

2117.116 Meal Allowances

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

(b) An additional meal **allowance** shall be **furnished given** for each additional four (4) hour period the employee works. **In the event that the supervisor does not procure the meal, then the employee may procure the meal or meals and shall be reimbursed by the City in an amount not to exceed nine dollars (\$9.00) eleven dollars (\$11.00) for each meal procured.**

AFSCME Local 7	CITY OF TOLEDO
	
 MSW 3/2/2022	 
Elizabeth Bergerfrei 3-2-22	
Pry [unclear] 3-2-22	
Melissa Mantak 3-2-22	
 3-2-22	

 3/2/22.
 OCB 3/2/22

2117.122 Policies, Procedures, and Regulations

(a) All new Policies, Procedures, or Regulations shall be determined by the City and shall be promulgated from the Department of Human Resources. Divisional Agreements shall be agreements that are not management rights, and must be mutually agreed to by the Union and the City.

(b) When existing Policies, Procedures, or Regulations are changed or new Policies, Procedures, or Regulations are established, they shall be posted prominently on all bulletin boards for a period of twenty (20) consecutive work days before becoming effective. The City shall furnish each employee in the affected operation with a copy of all newly established sets of Policies, Procedures, or Regulations within ten (10) days after they become effective. New employees shall be provided with a copy of the Policies, Procedures, or Regulations at the time of hire.

(c) No Divisional Agreements will contain any provision relating to minimum manning requirements or mandatory filling of positions by overtime where no work exists for those positions. It is the inherent right of the City of Toledo to determine the numbers and levels of the work force within the operations of the various plants within the City.

(d) All Policies, Procedures, or Regulations shall be reasonable and shall be uniformly applied and uniformly enforced.

(e) **Sets of work rules in existence before 1988 that have not been addressed since All sets of work rules and/or Divisional Agreements** shall be subject to the following renegotiation procedure during the first eighteen (18) months of this agreement. The objective of this procedure will be to separate management rights items from Divisional Agreement issues.

Items in those rules that are not management rights and over which this contract requires mutual agreement, or items that are not management rights and complement or clarify the contract's application in that division shall be included in a Divisional Agreement. Such items may be revised by mutual agreement. Items not included in the Divisional Agreement may be issued by the City following the procedure set forth in parts (a) through (d) above. Where agreement cannot be reached over whether an item belongs in a Divisional Agreement or the Policies and Procedures, the matter shall be submitted for resolution to the Director of Human Resources level, and if not resolved, to binding expedited arbitration utilizing the procedure set forth in Section 2117.22, "Expedited Labor Arbitration Rules", herein.

- 1. The Parties shall meet within one hundred eighty (180) days of the execution of the new collective bargaining agreement to adopt a schedule and sequence for negotiating updated Divisional Agreements. During this meeting, the Parties may mutually agree to forego discussions regarding the Divisional Agreements/Work Rules for a specific Department or Division.**
- 2. The committee to be involved in the updating in each division shall include a representative from Human Resources, a representative from the Union executive committee, and up to two (2) other representatives from each side.**

- 3. If agreement cannot be reached, then the prior Agreement, plus such provisions that the parties have agreed upon, if any, shall be effective, subject to any necessary ratifications.
- 4. Divisional Agreement provisions cannot change terms of the Collective Bargaining Agreement for employees not subject to the Divisional Agreement.

For the Union:

Donald Czernik 5/9/22

D-J Wh 5-9-22

Melissa Mastale 5-9-22

Elizabeth Storzger 5-9-22

MSM pg 2 of 2 May 9 2022

Ryan Debra 5-9-22

Matthew L. Butts 5-9-22

JCB 5-9-22

James L. Lane DC

James R. King 008

Date: 5/9/22

For the City of Toledo:

[Signature]

Karen Poore

Jane [Signature]

Angela Supl

Date: May 9, 2022

City of Toledo
AFSCME Local 7-1

Union COUNTER Proposal _____ 1248
Date Proposed 3-29-2022

2117.132 Termination

This Chapter of the Code shall be effective July 1, 2017, **January 1, 2022** and shall remain in full force through ~~June 30, 2020~~, **December 31, 2024** and thereafter until terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

For the Union

[Signature] 3/29/22

[Signature] 3-29-22

Melissa Masfak 3-29-22

Elizabeth Bergerhei 3-29-22

[Signature] 03/29/2022

[Signature] 3-29-22

[Signature] 3-29-22

[Signature]

[Signature] 008
3/29/22

For the City

[Signature]

[Signature]

[Signature]

[Signature] 3/29/22

[Signature]

Date TA'd 3/29/2022

COVID PREMIUM PAY AGREEMENT

The parties to this Tentative Agreement are the City of Toledo (COT) and AFSCME Local 7 (Union).

The parties agree as follows:

1. The City shall pay to each member of the bargaining unit, employed as of the date of Union ratification, a COVID premium pay amount of One Thousand Three Hundred Dollars and Zero Cents (\$1,300.00).
2. The City shall pay a COVID premium pay amount of One Thousand Three Hundred Dollars and Zero Cents (\$1,300.00) to bargaining unit members who worked during the pandemic and retired from their employment with the City between January 1, 2021 and the date of Union ratification, provided that the retiree performed essential work according to the American Rescue Plan ("ARPA") definition.
3. The Parties agree that those bargaining unit members who received a COVID premium pay lump sum through another bargaining unit shall not receive any COVID premium pay stipend as provided herein.
4. This premium pay amount is to be paid via a separate check on an off-pay week within sixty (60) days following the ratification of the Union and formal approval of the City.

On Behalf of the Union:

Donald Cyent 5/9/22
W J M 5-9-22
Melissa Mastak 5-9-22
Elyzabeth S. Siergenfrei 5-9-22
W J M pg 1 of 2 May 9 2022
Raymond L 5-9-22
Matthew J. [unclear] 5/9/22
James [unclear] 5-4/22
Ann [unclear] 008 5/9/22
[unclear] 5/9/22

On Behalf of the City of Toledo:

[Signature]
Karen Poore
[Signature]
Angela Seibel 5/9/22

COVID PAY AGREEMENT

CITY OF TOLEDO ECONOMIC PACKAGE PROPOSAL

MAY 5, 2022

Date: 5/9/22

Date: May 9, 2022