

2105.01 Recognition /NEW ARTICLE - VOLUNTARY RECOGNITION

A) The City agrees to recognize the Supervisory, Technical and Professional Employees' Union Local 2058 and Ohio Council 8 AFSCME (AFL-CIO) as the sole and exclusive bargaining agent for the employees of the City working permanently or provisionally in the classifications that are listed in Section 2105.02 in all matters regarding wages, hours of work, and all other conditions of employment.

B) The City will inform in writing the Union of the creation, reclassification, reorganization, or addition of classifications or positions which may appropriately be added to the bargaining unit. The City will also inform the Union of the proposed removal from the certified bargaining unit of classifications or positions which are reclassified and of class titles which are unused. The parties shall discuss and seek agreement over any such changes in the bargaining unit as referred to above. The City will inform the Union of positions which are reclassified and of class titles which may not be utilized.

Positions/classifications not utilized shall remain in the bargaining unit forever "and a day", and subject to utilization at later dates when funding or a need for the position arises.

If mutual agreement is reached, the parties shall make a joint submission to the State Employment Relations Board to amend the certification of the bargaining unit as agreed. If the City and Local 2058 cannot reach a mutual agreement relative to Local 2058's representation of these classifications or positions within thirty (30) calendar days, then the matter shall be referred to the Step 2 level of the grievance procedure established herein. If the parties cannot reach agreement then no later than ninety (90) days after the position has been placed in the unit determined by the employer, the parties shall jointly submit the dispute to SERB for resolution. This would not preclude the parties from reaching agreement while the matter is pending before SERB.

If the Employer places any such position/classification in the exempt service and SERB places it in Local #2058, the City will pay one-half (1/2) of back dues, ~~or one-half (1/2) of Fair Share fees~~ and the employee will pay the other one-half (1/2) of the back union dues, ~~or one-half (1/2) of the Fair Share fee~~, if applicable. The employee payments hereto shall be applied over two (2) pay periods except where the back payment is for (6) six or more months, in which case four (4) pay

periods shall apply. The employer payments will be paid to Local #2058 within thirty (30) days of the determination by the parties or by SERB.

For the Union:

Michael Gerten
Emily D. Gerten
Barbara Lane
Jan Bond OC8
Date: 12/7/2021



For the City of Toledo:

Angela Sisk
Wagner R. A.
Paul M. Shuman
Kayla D. Frisco
Date: 12/7/2021

2105.02 Classifications

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

Classification	Salary Group
Administrative Operations Officer	11
Administrative Specialist	9
Administrative Technician	8
<u>Assistant Chief Building Official</u>	<u>15</u>
Associate Planner	11 <u>12</u>
Buyer	7
Chief Building Inspector	11
Chief Buyer (825-02)	9
Chief Chemist - Environmental Services	12
Chief Chemist/Bacteriologist	12
Chief Electrical Inspector	11
Chief Electrician	9
Chief General Inspector	11
Chief Heating & Refrigeration Inspector	11
Chief Horticulturist	11
Chief Plumbing Inspector	11
Community Relations Specialist	8
<u>Construction Contract Specialist</u>	<u>10</u>
Contract Compliance Specialist	8
Criminalist	9
Customer Relations Officer	12
<u>Data Communications Specialist</u>	<u>10</u>
<u>End User Support Specialist</u>	<u>10</u>
Energy Coordinator	10
Engineering Associate	10
Engineering Technician	9
Environmental Engineer	12
Environmental Review Specialist	10
Financial Assistance Specialist	9
Foreman – Cemeteries	9
Foreman – Field Services	10
Foreman – Parks	9
Foreman - Sewer Construction & Maintenance (663-01)	10
Foreman - Waste Disposal	9
Foreman - Water Distribution System	<u>9-10</u>

General Foreman - Sewer Maintenance	11
General Foreman - Streets	10
General Foreman - Water Distribution System	11
GIS Analyst 1	10
<u>GIS Technician</u>	<u>9</u>
Historical/Environmental Officer	12
Historical Review Specialist	10
Industrial Waste Control Specialist	11
Intermediate Traffic Technician	9
Loan Officer	11
Neighborhood Development Specialist	11
Planner	<u>10-11</u>
Plans Examiner	15
<u>Principal Planner</u>	<u>12</u>
Process Control Analyst	10
Professional Engineer	13
Program Monitoring Specialist	9
Programmer/Analyst	9
Public Information Technician	9
Real Estate Specialist	9
<u>Rehabilitation Projects Officer</u>	<u>12</u>
Rehabilitation Specialist	11
Relocation Officer	10
Safety and Training Specialist	10
<u>Secretary (736-01)</u>	<u>6*</u>
<u>*(See agreement between City and Local 2058, to become exempt upon exit of last secretary)</u>	
Senior Accountant	12
Senior Chemist - Bacteriologist	10
Senior Criminalist	12
Senior Environmental Specialist	10
Senior Park Planner	11
<u>Senior Planner</u>	<u>13</u>
Senior Process Control Analyst	12
Senior Professional Engineer	15
Senior Real Estate Specialist	10
<u>Senior Supervisor – Water Reclamation – Maintenance</u>	<u>10</u>
Senior Supervisor - Water Reclamation – Operations	11
Senior Systems Analyst	12
Senior Traffic Technician	10

Senior Water Control Room Operator	10
Staff Criminalist	10
Staff Professional Engineer	14
Superintendent - Bridge Maintenance	12
Superintendent - Parks	12
Superintendent - Pump Station	12
Superintendent - Sign Shop	12
Superintendent - Streets	12-13 12 (LLL)
Superintendent - Traffic Signals	12
Superintendent - Waste Disposal	12
Superintendent – Water Reclamation	13
Supervisor - Athletics	10
Supervisor - Automotive Maintenance	10
Supervisor - Bridge Maintenance	10
<u>Supervisor – Building Inspection</u>	<u>13</u>
Supervisor – Cemeteries	10
<u>Supervisor – Code Compliance</u>	<u>10</u>
<u>Supervisor – Customer Service Contact Center</u>	<u>11</u>
Supervisor - Enforcement Support Staff	9
Supervisor – Field Services	11
Supervisor - Forestry	10
Supervisor - Instrumentation	11
Supervisor - Maintenance & Repair	10-11
Supervisor - Nature Programs	9
Supervisor - Police Data Control (664-01)	9
Supervisor - Recreation	10
Supervisor - Recreation/Special Populations	10
<u>Supervisor – Storeroom</u>	<u>9</u>
Supervisor - Street Operations	11
Supervisor - Surveyor	14
Supervisor - Tax Audits	12
Supervisor - Tax Records Management	10
Supervisor - Traffic Signs and Painting	9
Supervisor - Utilities	11
Supervisor - Utility Accounting	11
Supervisor - Utility Administration	10
Supervisor - Vehicle Parts	9-10
Supervisor - Water Reclamation – Maintenance	9
Supervisor - Water Reclamation - Operations	10

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Supervisor - Water Reclamation – Storeroom	9
Supervisor - Waterworks Maintenance	11
Surveyor	12
Surveyor Associate	9
Systems Analyst	11
Systems Specialist	13
<u>Transportation Planner</u>	<u>11</u>
Weed Control Coordinator	9

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

Classification	Salary Group
Community Development Program Specialist	9
<u>Data Communications Specialist</u>	<u>10</u>
Engineering Projects Specialist	9
Environmental Grants Specialist	8
Equal Employment/Community Specialist	8
Financial Systems Coordinator	13
Fire Protection Engineer	10
Foreman – Meter Shop	8
Foreman - Refuse Collection	9
Foreman – Streets	8
Historical/Environmental Specialist	12
PC Systems Analyst	10
<u>Principal Planner</u>	<u>12</u>
Program Management Specialist	8
Quality Circle Facilitator	9
Recreation Programs Coordinator	11
Redevelopment Officer	13
Redevelopment Specialist	11
Rehabilitation Projects Officer	12
Senior Landscape Architect	11
Senior Programmer/Analyst	10
Senior Rehabilitation Specialist	10
Senior Relocation Specialist	9
Senior Supervisor - Water Reclamation – Maintenance	10
Superintendent - Cemeteries	11
Superintendent - Ditch Maintenance	11
Superintendent - Maintenance & Public Building	11

Superintendent - Maintenance & Repairs	12
Superintendent - Municipal Garage	12
Superintendent - Refuse Collection	12
Superintendent - Sewer Maintenance	12
Superintendent - Water Treatment Plant	13
Superintendent - Watermains & Services	11
Supervisor - Accounts Payable	7
Supervisor - Collection & Investigations	11
Supervisor - Communications Specialist	9
Supervisor - Computer Operations	8
Supervisor - Data Processing Operations	7
Supervisor - Meter Reading and Inspection	10
Supervisor – Meter Shop	10
Supervisor - Office	8
Supervisor - Painter	9
Supervisor – Payroll	8
Supervisor - Signs	9
Supervisor - Traffic Signals Maintenance	11
Supervisor - Vehicle Repair	9
Technical Service Officer	12
Wastewater Solids Specialist	11
Wastewater Training Specialist	9

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

- 1) All employees in classifications and positions in the Mayor's Office; City Auditor's Office; Department of Human Resources; the Financial Analysis Section; the Word Processing Section; the Department of Law; and the Clerk of Council Office.
- 2) Also excluded are all City employees in managerial, supervisory and confidential positions as defined in Chapter 2101.
- 3) Also excluded are all City employees in classifications and positions in the bargaining unit represented by Toledo City Employees' Union Local 7, American Federation of State, County and Municipal Employees AFL-CIO and Ohio Council 8, American Federation of State, County and Municipal Employees, as recognized in Case No. 84- VR-07-1584 and the Local 7 Communications Operator Bargaining Unit.
- 4) Also excluded are all employees employed in the Division of Solid Waste and the Division of Water Reclamation in classifications and positions represented by

Teamsters Local 20.

- 5) Also excluded are all employees in positions and classifications in the Department of Fire and Rescue and in the Department of Police represented by the Toledo Police Patrolman's Association, the Toledo Police Command Officers' Association, the Toledo Fire Chief Association, and Toledo Fire Fighters' Local 92.
- 6) Also excluded are all employees in the Local 2058 Communications Operator Supervisors Bargaining Unit.

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

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

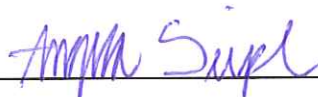
The committee shall review all class titles within the bargaining unit with the intent to consolidate classifications whenever reasonably possible, and to consider whether the current salary groups of the classifications under review are appropriate. The committee shall also consider the merger of classifications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


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

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

On Behalf of the Union:


On Behalf of the City of Toledo:





Bill Bangert
General Mgr

Date: 12/29/21



Date: 12/29/2021

2105.06 Listing of Employees

The City agrees to furnish the Union, an up to date list at no cost on a quarterly monthly basis, a list of all employees in the classifications included in the bargaining unit indicating the starting date of employment in the unit to which the employee was assigned. The list will include City seniority dates, names, address, and telephone numbers, when available.

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

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

For the Union:

For the City of Toledo:

Michael Crote

Angela Sipe

Bobby Bynette

Douglas R. [Signature]

Barbara Lane

Rob M. [Signature]

[Signature]

Kayla D. [Signature]

Jason [Signature]

Date: 12/7/21

[Signature]

2105.08 Union Assessments-Security

In recognition of AFSCME Local 2058'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. sixty (60) days after their date of hire, or forty five (45) days of their promotion into the unit, whichever is later, either become members of AFSCME Local 2058 or share in the financial support of AFSCME Local 2058 by paying to Local 2058 a service fee not to exceed the amount of dues uniformly required of members of Local 2058.

- 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.

The City will deduct any arrears in unpaid Union dues, initiation fees and equal assessments owed to the Union, if, and only if, the City has made an error in failing to deduct such dues, fees or equal assessments during a former payroll period. The City will also deduct current Union dues, initiation fees 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 Secretary-Treasurer of the local union or the Comptroller, AFSCME Ohio Council #8, 6800 N. High Street, Worthington, Ohio 43085, of the Union, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein before the fifteenth (15th) day of that month.

- B) 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.

~~B) The Union will establish a rebate procedure for fees deducted from non-members 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 2058 pursuant to this section, Local 2058 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 2018-2021 Collective Bargaining Agreement regarding the fair share agreement will be returned to its full force and effect or to the extent allowed by law.

For the Union:

For the City of Toledo:

William M. Boyette
General *COB*

Angela Seipel
Rick M. Shannon

Date: 12/29/21

Date: 12/29/2021

2105.14 Representation

The Bargaining Agent shall be represented by a reasonable number of authorized employee representatives in each Department, and shall furnish the names of these authorized employee representatives to the Department of Human Resources and the appropriate Department and Division Heads.

For purposes of this agreement the term "employee representative" means an elected or appointed official of Local 2058 who is a paid employee of the City, and/or a Union Staff Representative.

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

The Union may conduct a monthly unit meeting of bargaining unit members for a period of thirty (30) minutes. The meeting will be held at a unit work site at a mutually agreed time. The meeting will be for the purpose of conducting Union business as well as discussions with management may be held on items of mutual interest and concern.

The President and Chief Steward or designee shall be provided release time for contract administration and grievance or disciplinary procedures. The President and Chief Steward or designee shall report to his or her work location at the beginning of each workday. They shall advise his or her Division or Department of the necessity to leave the work location for Union business, either at the beginning of the workday, or throughout the course of the workday. The President or Chief Steward or designee will provide notice to the City's designee of where said Union business will take place, the purpose of that business, and a phone number where the person can be reached.

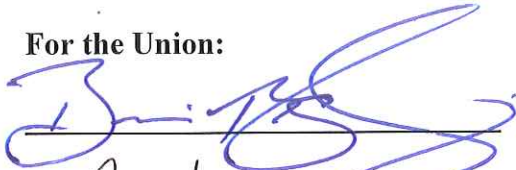
In the event the President or Chief Steward need to be absent on Union business at the beginning of the workday, they shall advise their Division or Department of the necessity to be absent as soon as they are aware of the need to be released prior to their absence.

The City shall provide the Union President and Chief Steward with a list of persons and contact information who can be contacted in order to report the need for Union release.

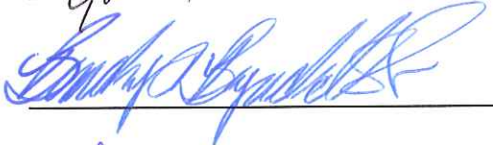
The Local 2058 Executive Board shall be released for four (4) hours on a monthly basis to be scheduled at the end of the work day.

The City shall not unreasonably withhold release time.

For the Union:



10/29/21



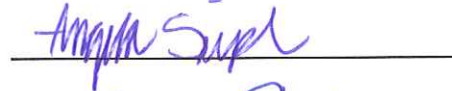
William A. Berry

Barbara Kane

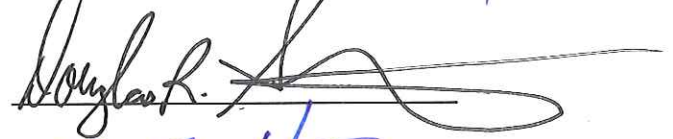


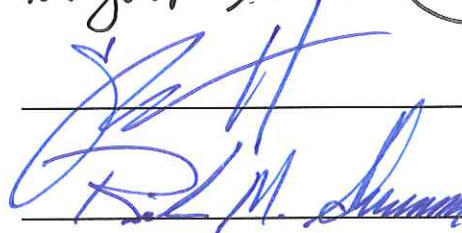
10-29-21

For the City of Toledo:



John Coleman





10/29/21

2105.21 Discipline

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

1st Step: Verbal Reprimand. → Keep

^{2nd} 2nd 1st Step: Written Reprimand.

^{3rd} 3rd Step: Suspension — Up to Three (3) Days. → Keep ⁴⁰

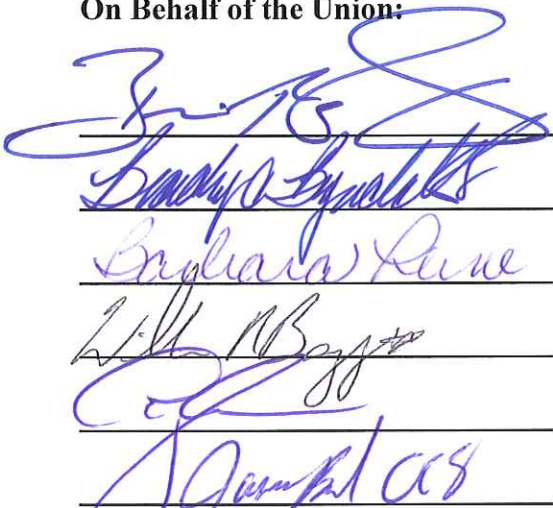
~~^{4th} 2nd Step: Suspension — Up to Ten (10) Days.~~ Remove ⁴⁰

^{4th} 3rd Step: Suspension — Up to Thirty (30) Days.

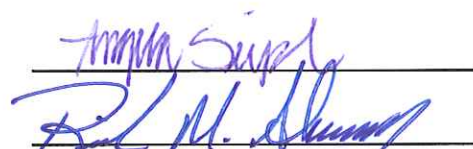
^{5th} 4th Step: Termination. ²⁰ → 90

On Behalf of the Union:

On Behalf of the City of Toledo:



12/29/2021



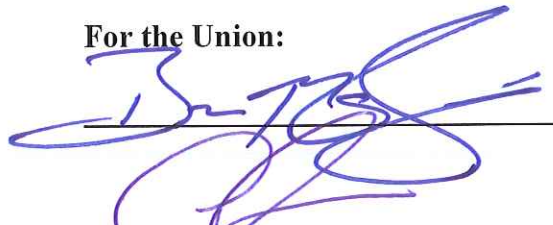
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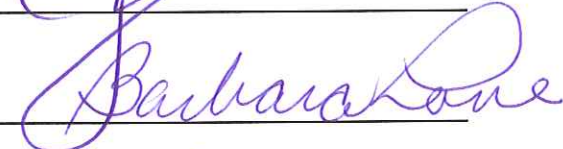
2105.30 Classification Seniority

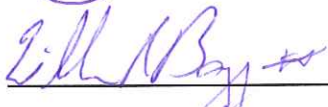
Classification seniority shall mean a permanent Local 2058 employee with seniority in a classification based on length of permanent continuous service within a classification or like classification within the same pay group, within a Unit, Division or Agency. Such seniority shall be used for preference of vacations, bonus vacations, holidays and distribution of overtime.

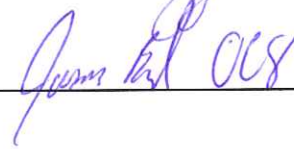
When there are multiple external candidates who are hired to the same classification and begin employment on the same day, their classification seniority shall be determined by the application's time stamp.

For the Union:




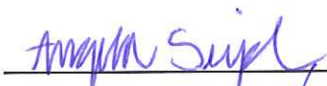








For the City of Toledo:









2105.33 Loss of Seniority and Job Rights

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

- 1) The employee resigns his position in the service.
- 2) The employee is discharged for just cause and the discharge is sustained.
- 3) After recall notice has been given to the employee, the employee fails to report for work after fourteen (14) calendar days.
- 4) The employee is absent of his own accord for a period of more than five (5) consecutive workdays and fails to properly notify for a leave of absence.
- 5) The employee fails to return at the expiration of an approved leave of absence.
- 6) An employee enters primary employment for another employer.
- 7) An employee is laid off continuously for more than three (3) years.

8) An employee is deemed unsatisfactory by the new Division in his or her third new classification obtained through a layoff, as referenced in Section 2105.36 "Layoff Procedure."

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

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

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

On Behalf of the Union:

On Behalf of the City of Toledo:

12/29/21

12/29/2021

CITY OF TOLEDO PROPOSAL

DECEMBER 29, 2021

2105.33

Barbara Lane

Lilly Abey

[Signature]

Date: 12/29/21

[Signature]

Date: _____

2105.36 Layoff Procedure

A) The City of Toledo will notify the Union a minimum of thirty (30) days prior to the effective date of layoffs that the elimination of positions has become necessary. Every effort will be made to provide up to forty-five (45) days notice where the City is aware that layoffs will be necessary and such notice will not delay the layoff process or cause greater budget cuts to occur.

Twenty (20) days in advance of layoffs the parties shall meet to review the City's list of funded vacant positions in the Local 2058 Bargaining Unit with the intent of employees whose positions are selected for elimination by the City assuming vacancies in the same classification or the same, higher, or lower salary group for which they qualify. Accordingly, five (5) workdays prior to the scheduled layoff date, employees whose positions are to be eliminated shall review the list of available vacancies and designate their choice among funded vacant positions for which they qualify and will move into their "displaced" position on the effective date of the layoff. An employee who has received a notice of layoff or is subsequently displaced shall have the right to accept the layoff without repercussion.

B) For purposes of determining the right of an employee to bump another employee, if the employee was hired directly into the Local 2058 jurisdiction then he shall have no right to bump other employees in another Bargaining Unit. If the Local 2058 employee was promoted to the position, then he shall have the right to bump back to a position in the Bargaining Unit from which he was promoted, provided the City of Toledo and Union are able to negotiate such an agreement with the corresponding Bargaining Unit(s) who has successfully challenged this provision.

- 1) Employees promoted from Local 2058 into the Exempt Service and whose position is being eliminated, shall have the right to assume vacancies in the Local 2058 Bargaining Unit based upon total City seniority provided no current employee from within the Local 2058 Bargaining Unit qualifies for the vacancy.
- 2) Employees within the Local 2058 Bargaining Unit will go through the layoff/displacement process prior to city employees who have secondary layoff rights, from the exempt or unclassified service.

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

D) This section shall first be subject to the provisions of Section [2105.32](#) Seniority; Bargaining Agent Officers and Representatives, which establishes top seniority, then to the provisions of Section [2105.29](#) City Seniority. An employee laid off shall have the right to accept the layoff without repercussions or assume another city position in

accordance with the following procedure:

First: The employee shall accept a funded vacant position within the Local 2058 jurisdiction within the same classification, within the same salary group, or in a higher salary group if there are no Local 2058 employees with recall rights to the higher classification, and provided employees conform to the provisions listed in this section.

Second: The employee shall have the right to displace the employee in the same classification with the least amount of continuous service with the City.

Third: The employee shall accept a funded vacant position within the Local 2058 jurisdiction within a lower salary group if there are no Local 2058 employees with recall rights to that position, and provided the employee conforms to the provisions listed in this section.

Fourth: The employee shall displace the employee in the same salary group who has the least amount of continuous service with the City, provided the affected employee has performed in that classification and meets the minimum requirements for the classification and has the ability to perform the duties of that position.

Fifth: The employee shall drop one or more salary groups and displace the employee in the lower salary group who is working in a classification that the employee has performed and meets the minimum requirements for the classification and has the ability to perform the duties of that position.

Sixth: Notwithstanding the above procedure, an employee will be allowed to displace an employee in a classification he has not performed if that classification is in a logical progression from his present classification and a former classification that he has held. Again, the employee must meet the minimum requirements for the classification and have the ability to perform the duties of the position.

Seventh: The definition "performed in the classification" will include employment outside the City and related employment within the City where documentation has been submitted to the Employer. An individual approved must be able to perform the duties of the position. Employees should update their employment folders with the City. Such documentation may also include certification of licenses; on-the-job training, seniority at different and various tasks for the City.

Eighth: 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.

Ninth: In the event there are any seasonal employees working anywhere for the City, permanent, provisional or part-time 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.

E) An employee assuming a vacancy in a higher salary group under Part D) First above shall be provisionally appointed to such vacancy. The employee shall be paid at the full rate instead of the start rate for purposes of this paragraph only. The employee shall become permanent in accordance with Section 2105.39, "Promotions", herein and the Civil Service Rules. If an eligibility list is established before the employee becomes permanent and the employee does not place within appointing range, the employee shall return to a vacancy in their original classification, if available, or shall exercise their bump rights from the original classification.

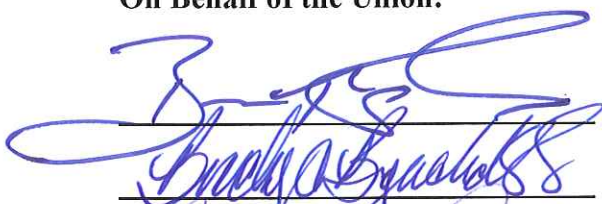
F) ~~An employee who is deemed unsatisfactory in a different classification during the first thirty (30) work days after their layoff shall re-bump from their original classification prospectively from the date of their re-bump.~~ An employee who is either deemed unsatisfactory in a different classification, or of their own volition desires to vacate their position assumed through layoff during this thirty (30) work day 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 being deemed unsatisfactory in the new classification or if he or she desires to vacate the new classification.

An employee who is deemed unsatisfactory in their second new classification may be subject to termination. In this case, the employee is subject to a loss of seniority pursuant to Section 2105.33 "Loss of Seniority and Job Rights" 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) work day period may be given with mutual agreement between the City and the Union.

G) The City will provide the Union with a list of the positions which were eliminated and displaced and/or laid off employees within thirty (30) days following this process.

On Behalf of the Union:

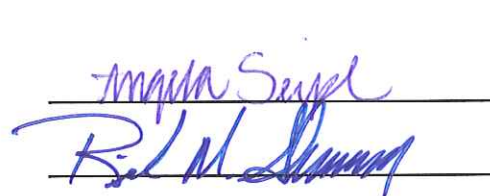


Barbara Kane

Lill Boyer

James OCB
12/29/2021

On Behalf of the City of Toledo:



12/29/21

CITY OF TOLEDO PROPOSAL

DECEMBER 29, 2021

Date: 12/29/21

Date: _____

2105.42 Alternates

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

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

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

In the event an alternate is needed the City may choose among those employees in the next lower classification/salary group with alternate paperwork submitted for approval and willing to accept the appointment. Consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs. Employees bypassed for selection 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 alternate paperwork submitted for approval willing to accept the appointment, or if for training purposes, the City may appoint an employee as a conditional alternate for training purposes. Consideration shall be given to seniority, experience, work record/performance, attendance, disciplinary record, education/training, demonstrated ability to perform the job and divisional training needs. Employees bypassed for selection more senior to the employee selected may request to be informed of the reason(s) they were not selected by the person making the selection. They may appeal the determination to the Department of Human Resources for a final determination as to the adequacy of the reason(s) for the bypassing. Said appeal must be filed within three (3) work days of notification of the bypassing. A conditional alternate cannot be used in lieu of a fully qualified alternate for more than a single six (6) month training period. **If there are no qualified alternates within the 2058 bargaining unit, the Division Head may select a conditional alternate from Local 2058 who is in the natural line of progression for the position, over a qualified alternate from Local 7 or Local 20.**

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

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

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

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

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

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

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

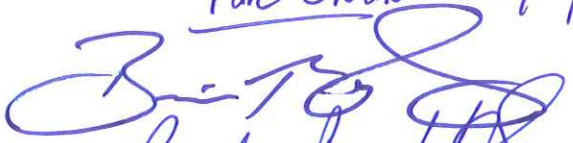

H) In the event that there are no employees in Local 2058's Bargaining Unit, within the Unit or Division(s), who are qualified and willing to perform as an alternate, the above procedure shall be followed.

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

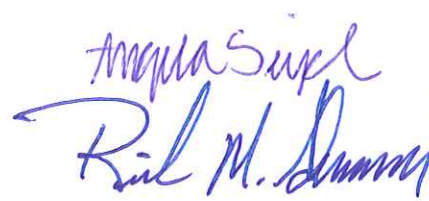
J) If an appointment list (i.e., competitive, non-competitive, provisional or recall) has been issued to a division as provided for under "Vacancies", Section 2105.37, for a position temporarily filled by an alternate and the division has failed to fill the position within ninety (90) days of receipt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

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

For Union 12/29/2021


Brian To
Barbara Lane
Will Boyce


For COT


Rick M. Dummer 12/29/2021

2105.80 Reporting; Proof of Illness

A) The employee, while absent on sick pay, must notify the City under agreed practices. When claiming sick days an employee must remain at home caring for his illness 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 other major 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) When the use of sick time extends beyond three (3) consecutive workdays, the employee shall furnish the City with a City "Statement of Attending Physician" or a suitable equivalent as determined by the Department of Human Resources.

C) When an accumulation of sick time taken within a calendar year reaches five (5) days or forty (40) hours, 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 (6) days or forty-eight (48) hours of non-FMLA or undocumented sick time that year may be cause for discipline. When the accumulation of non-FMLA approved or undocumented sick time exceeds six (6) days or forty-eight (48) hours, the employee may be subject to discipline. Prior to any disciplinary action being taken, the City will afford the employee an opportunity to document any legitimate reason(s) for the use of sick time.

D) Sick time is defined as any sick time that is not FMLA-approved or is not otherwise documented. Documented sick time, for purposes of this section, shall be restricted to notes or other documentation from a medical office (physician, nurse practitioner, nurse, dentist, chiropractor, physical therapist) school official or the city health care provider.

E) An employee who goes home sick after reporting for work, shall receive written notification for the second occurrence in a calendar year that does not meet a requirement as set forth in (d) above. The written notice shall instruct the employee that the same conduct in the future will result in the employee being required to submit appropriate documentation addressing the reasons for leaving early for the remainder of the calendar year. This provision shall not be applicable when the employee has a documented pre-approved doctor's or dentist's appointment. Nor shall it apply where an employee is authorized to report to work for a partial workday, on a day 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.

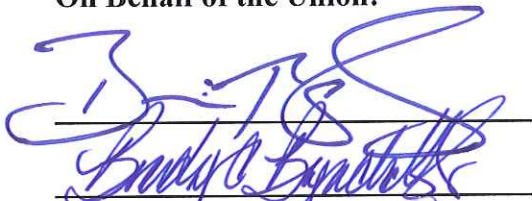
F) Failure to provide a "Statement of Attending Physician" or documentation when required by this agreement may subject the employee to disciplinary action.

G) 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.

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

I) 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 his or her sick time 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 2105.44 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.

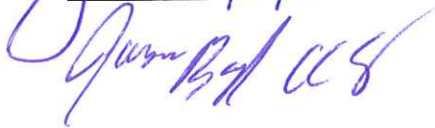
On Behalf of the Union:



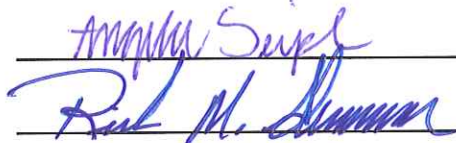
Brad Bynette
Cynthia Lane
L. M. Bayte

Date:

12/29/2021



On Behalf of the City of Toledo:



Amy Sipe
Rick M. Sumner

Date:

12/29/2021

2105.88 Vacation

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

Amount of Service During Previous Year Through December 31	Vacation
Less than 1 full calendar year	.916 days for each full month
After 1 full calendar year	2 weeks
After 7 full calendar years	3 weeks
After 14 full calendar years	4 weeks
After 21 full calendar years	5 weeks
After 25 full calendar years	6 weeks

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

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

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

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

F) An employee shall not be allowed to be paid cash in lieu of receiving vacation unless the City for some valid reason has not allowed the employee to take the vacation time to which he is entitled by April 30 of the year following the calendar year in which it should

have been taken. In that event, the employee shall be paid for such unused vacation days.

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

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

The following provisions apply to this program:

1. This subsection shall only apply to employees in the calendar year (January 1 through December 31) in which they were hired. It shall not apply to employees who were hired in previous years and are eligible to receive and take vacation time in accordance with 2105.88(A).
2. Eligible employees must inform their supervisor and Division/Department head in writing that they are electing to utilize this benefit and how many days/hours they are advancing. Employees may make multiple written requests, if necessary, to advance vacation days; however, they may not advance more days than they are entitled to according to the above provision.
3. Vacation time advanced under this subsection must be 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 2105.88(D), above. The request must be made before December 1. Failure to submit the request to cancel advanced vacation will result in the time being deducted from the employee's vacation bank.
6. In instances where a newly hired employee requests to advance vacation days and their employment is severed, any days that were taken but not earned in

accordance with 2105.88(A), above, shall be deducted from the employee's severance.

On Behalf of the Union:

On Behalf of the City of Toledo:

[Handwritten signatures in blue ink on four horizontal lines]
Bucky Bynum
Catherine Leine
Lillian Bagg

[Handwritten signatures in blue ink on two horizontal lines]
Amy Sipe
Ron M. Shuman

Date: 12/29/2021
[Handwritten signature]

Date: 12/29/2021

2105.94 Base Annual Salaries**Wage Rates Effective January 2021****NO LONGEVITY****LONGEVITY****(Post July 1, 1982 hires)**

SALARY GROUP	START RATE	FULL RATE	START RATE	FULL RATE
1	\$14.094	\$15.658	\$14.883	\$16.445
2	\$14.895	\$16.552	\$15.685	\$17.340
3	\$15.831	\$17.597	\$16.621	\$18.385
4	\$16.836	\$18.708	\$17.624	\$19.500
5	\$17.976	\$19.975	\$18.759	\$20.759
6	\$19.385	\$21.534	\$20.250	\$22.402
7	\$20.922	\$23.262	\$21.904	\$24.231
8	\$22.730	\$25.255	\$23.843	\$26.370
9	\$23.547	\$27.701	\$24.762	\$28.919
10	\$24.775	\$29.149	\$26.089	\$30.463
11	\$26.177	\$30.790	\$27.592	\$32.212
12	\$27.776	\$32.678	\$29.301	\$34.207
13	\$29.617	\$34.846	\$31.298	\$36.524
14	\$31.734	\$37.334	\$33.599	\$39.200
15	\$34.156	\$44.275	\$36.102	\$46.226

A) Starting the first full pay period of January 2022, the rates which were effective in June 2021, shall be increased by four percent (4.0%):

Wage Rates Effective First Full Pay January 2022

B) Starting the first full pay period of January 2023, the rates which were effective in January 2022, shall be increased by four percent (4.0%):

Wage Rates Effective First Full Pay January 2023

C) Starting the first full pay period of January 2024, the rates which were effective in January 2023, shall be increased by four percent (4.0%):

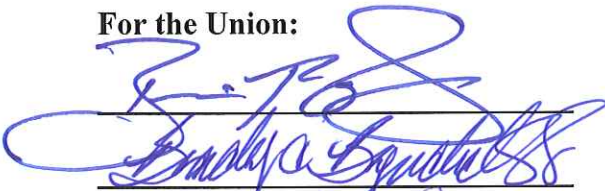
Wage Rates Effective First Full Pay January 2024

~~D) An employee who is promoted or who works above his classification will receive the Starting Rate of the class to which the employee has been promoted unless the Starting Rate of the new classification is less than four percent (4%) greater than the rate the employee was earning in his regular classification. If the Starting Rate of the new classification is not at least four percent (4%) greater than the rate the employee was earning in his regular classification, then the employee shall receive the full rate of the new classification. When an employee falls into a pay status that reflects less than one (1) cent, between the start rate and the full rate, then the City shall pay the full rate of pay. The Mayor may decide to pay a promoted employee at the full rate of pay that is applicable, provided that such decisions shall not establish a precedent or practice. Promoted employees at the Starting Rate will remain at the rate for one thousand forty (1,040) actual work hours after their appointment. 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 will receive the full rate of the classification to which the employee has been promoted.~~

E) Newly hired employees, who are not placed from within municipal employment, will be paid at the Starting Rate of the salary shown in this section for a period of one thousand forty (1,040) actual work hours after the original date of employment by the City. The Mayor shall have the authority, however, to determine that a new or vacant position is difficult to fill and may then start the employee hired into such position at the full rate.

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

For the Union:

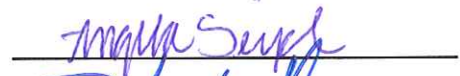


 Barbara Kane

 Lill Bryson

 12/29/2021
 Jan [unclear] 018

For the City of Toledo:



 12/29/2021

2105.97 Hazard Pay

Whenever an employee is required to work or supervise 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) feet in depth for all work below sixteen (16) foot level; where oxygen equipment is required due to sanitary sewers or storm sewers, in situations where safety harnesses are required below sixteen (16) foot level because of the deterioration of manholes where there is a lack of rungs or blocks or where there is a fast flow of water that would endanger the employee's life if 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 bosuns 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 miles per hour or more; 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.

Hazardous conditions that may arise from time to time shall be settled and agreed upon between the designated representative of the employee and the Department of Human Resources.

For the Union:

For the City of Toledo:

[Handwritten signature]

[Handwritten signature]

Barbara Kane

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12/29/2021

12/29/2021

2105.98 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 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 eligible 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 a employee may procure the meal or meals and shall be reimbursed compensated by the City in an amount not to exceed nine dollars (\$9.00) eleven dollars (\$11.00) for each meal procured.

TA 11/29/2021

2058

Quintana
[Signature]
Barbara Lane
[Signature]

COT

[Signature]
Kayla D. Frasco
Douglas R. [Signature]
[Signature]
Rick M. [Signature]

2021 Negotiations
City of Toledo
Local 2058

Union Proposal# _____
Date 10/29/21

2105.107 Leave Donation Program

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

- B) Current language
- C) Current language
- D) Current language
- E) Current language
- F) Current language
- H) Current language
- I) Current language

For the Union:

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

Date:

11/29/2021
2021

For the City of Toledo:

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

Date:

11/29/2021

2021 Negotiations
City of Toledo
Local 2058

Union Proposal# 1
Date 12-29-21

2105.109 ~~Termination~~ Duration

This collective bargaining agreement shall be effective as of the first day of June ~~2018~~ 2021, and shall remain in full force and effective through May 31, ~~2021~~ 2024, and thereafter until terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

For the Union:

[Signature]
[Signature]

For the City of Toledo:

[Signature]

Date: 12/29/2021

Date: 12/29/2021

COVID PREMIUM PAY AGREEMENT

The parties to this Tentative Agreement are the City of Toledo (COT) and AFSCME Local 2058 (Union).

The parties agree as follows:

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

* Me Too Clause ^{tr}

On Behalf of the Union:

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[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Date: 12/29/2021
[Handwritten signature]

On Behalf of the City of Toledo:

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Date: 12/29/2021