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AGREEMENT

BETWEEN

CITY OF TORONTO

AND

AFSCME OHIO COUNCIL 8, LOCAL 3922

SERB CASE # 08-MED-05-0639

AUGUST 1, 2011 – JULY 31, 2014

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ARTICLE 1

PURPOSE

Section 1. This agreement is entered into this ___ day of _____ 2011 by and between the City of Toronto, Ohio, hereinafter designated as the "Employer," and Local 3922 and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter designated as the "Union."

ARTICLE 2

UNION RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative for the bargaining unit of those employees certified by the State Employment Relations Board (SERB) and as contained in Appendix A for the purpose of establishing terms and conditions of employment. The terms of this agreement notwithstanding, the recognized bargaining unit shall be as determined by SERB and a copy of the certification shall be attached as part of the agreement.

ARTICLE 3

NON-DISCRIMINATION

Section1. The Employer and the Union agree that they shall not discriminate against any employee on the basis of age, gender, sexual orientation, color, creed, national origin, political affiliation, religion, martial status, disability or union activity.

Section 2. The Employer and the Union agree that it shall not discriminate against, interfere, restrain or coerce any employee because of membership in the Union or because an employee holds union office, nor shall it interfere with an employee's right to become a member of the Union.

Section 3. Neither the Union nor the Employer will tolerate sexual harassment of any kind. Sexual harassment is defined as a continuing pattern of unwelcome sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual nature by supervisors, fellow employees, or clients under any of the following conditions:

a. When submission to the conduct involves a condition of the individual's employment, stated or implied;

b. When the individual's submission or refusal is used, or might be used, as the basis for employment decision which affects the individual: and/or

c. When the conduct unreasonably interferes with the individual's job performance or creates a work environment that is intimidating, hostile, or offensive.

Section 4. ADA Compliance. The Union and the Employer agree this contract will comply with the Americans Disabilities Act (ADA). If an employee with a bona fide disability under the ADA makes a request for a reasonable accommodation under the Act, the employee has the right to Union representation during the process to identify the accommodation.

The Employer will notify the Union in advance of any reasonable accommodation it proposes to make. The notice will include information concerning the nature of the disability and the accommodation, it will make written request of the Employer for a meeting to discuss the matter within five (5) working days of the receipt of the notice and the parties will meet before any accommodation is made.

Section5. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as:

A. To determine the functions and programs of the Employer;

B. To determine the standards of services to be delivered;

C. To determine the overall budget;

D. To determine how technology may be utilized to improve the Employer's operations;

E. To determine the Employer's organizational structure;

F. To direct, supervise, evaluate, or hire employees;

G. To maintain and improve the efficiency and effectiveness of the Employer's operation;

H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;

I. To suspend, discipline, demote, and discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

J. To determine the adequacy of the work force;

K. To determine the overall mission of the Employer as a unit of government;

L. To effectively manage the work force;

M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not modified by the agreement or ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 5

RULES AND REGULATIONS

Section 1. The Union recognizes that, except as otherwise expressly limited in this Agreement, it is the exclusive right of the Employer, in order to carry out its statutory mandates and goals, and to maintain order, to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 2. Existing work rules will be furnished to the Union, and the affected employees, except in emergency situations, no less than five (5) work days prior to the effective date of such rules, regulations, policies or procedures.

Section 3. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement.

ARTICLE 6

PROBATION PERIOD

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of four (4) calendar months. In the event the Employer determines that additional time is needed to evaluate an employee's work performance/ability, said period may be extended an additional sixty (60) calendar days. The Employer shall provide written notice to the employee describing the reasons that would necessitate such an extension. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

During this probationary period, a newly hired employee shall have no seniority during such time; however, upon the successful completion of the probationary period, the employee shall be granted seniority retroactive to the date of hire as described above.

Section 2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of four (4) months. A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period.

Section3. The Employer will conduct at least one performance evaluation prior to the end of each employee's new hire or promotional period to measure the employee's fitness to continue in the position.

ARTICLE 7

UNION SECURITY

Section 1. The Employer agrees to deduct union membership dues, fees, and assessments in accordance with this article for all employees eligible for the bargaining unit.

The Employer agrees to deduct regular union membership dues once each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the Union. Upon receipt of the proper authorization, the Employer will deduct union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2. The Employer shall be relieved from making such individual "check-off " deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization.

The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues.

Section 3. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues deduction would normally be made by deducting the proper amount.

The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the Employer prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted within ten (10) days of payroll date to: Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512, Attention Controller.

Section 4. Employees who are members of the Union may cancel dues deduction by directing a certified letter to the Union and the Employer.

Section 5. Fair Share Fee. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay a fair share fee shall commence on the later of:

1. The first day of the pay period following execution of this agreement for each employee who has been employed for more than sixty (60) days: or

2. The first day of the pay period following the pay period in which the employee completes his sixty-first (61st) day of employment.

Section 6. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee.

Fair share fee deductions and transmittals shall be made in the same manner provided by this agreement for regular dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted the previous month, including the amount of the deduction.

Section 7. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of the Union's most current rebate procedure. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 8. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each non-member bargaining unit employee, of each obligation established in the Union's most current rebate procedure.

Section 9. The Union may amend the rebate procedure by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth calendar day after actual receipt of the amendments by the Employer.

Section 10. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of union dues or fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of the United States of America or the State of Ohio, and that all of its procedures regarding deduction, reporting, use, challenges, and rebate are in accordance with applicable law. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 11. This article contains the entire agreement between the Union and the Employer regarding fair share fees. All other agreements, whether written or oral, prior or contemporaneous, are void. This article may not be amended except by writing signed by both the Employer and the Union.

Other provisions of this agreement notwithstanding, the Employer and the Union intend that article be lawful in every respect. If any court of last resort determines any provision of article is illegal, that provision alone shall be void. Invalidation of any provision of this the Employer and the Union shall meet within fourteen (14) days after the entry of judgment to negotiate lawful alternative provisions.

Section 12. The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an Employee upon receipt from the Union of an individual written authorization card voluntarily executive by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 26035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members, the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 8

NO STRIKE/NO LOCKOUT

Section 1. The parties agree to the following:

During the term of this agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately," signed by the ranking Union officer of the Local.

Section 2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violates Section 1 of this article, is subject to discipline or discharge by the Employer.

Section 3. During the term of this agreement, the Employer shall not cause, permit, or engage in any lockout of its employees.

Section 4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 9

DISCIPLINARY PROCEDURES

Section 1. No employee shall be reprimanded, demoted, suspended, or discharged except for just cause.

Section 2. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. The order of progression may include written reprimand, demotion, suspension (with a copy to the Union, if the employee so authorizes), and discharge. The Employer shall have no longer than sixty (60) days to impose discipline on any employee after they gain knowledge of the incident or occurrence.

Section 3. Whenever the Employer determines that an employee will be suspended or terminated, the Employer will conduct a pre-disciplinary hearing in accordance with procedures established by the Employer. The Employer shall notify the employee in writing of the exact nature of the charges against the employee, and the date, time, and place of the hearing. The employee, if he desires, may be accompanied by a Union Steward of Local Union President during the pre-disciplinary hearing. Prior to the time of the hearing, the employee may waive his right to a hearing; such waiver shall be in writing. The employee shall have an opportunity to respond orally to the charges prior to the discipline being imposed, or may have the Union Representative present a response. An employee who is demoted, suspended, or terminated may file a grievance at Step 2 of the grievance procedure, and in the case of determination, may have a conference with a union Steward or officer for the purpose of completing a grievance form prior to leaving the Employer's premises. The Employer and the Union will receive written notice of the decision from the pre-disciplinary hearing no later than five (5) working days after the hearing. Furthermore every attempt will be made by the employer to schedule pre-disciplinary hearings during the employee's normal working schedule.

Section 4. Records of disciplinary action shall have force and effect according to the following schedule, provided there has been no intervening disciplinary action taken during the same time period: written reprimands, eighteen (18) months; suspension of three (3) days or less, eighteen (18) months; suspensions of more than three (3) days, twenty-four (24) months.

Section 5. After giving reasonable notice to the Employer, an employee may inspect his file to ensure that any such disciplinary action records are marked as invalid, pursuant to the times established in the article. Upon the employee's request, a Union Representative of the employee's choosing may accompany the employee.

Section 6. The Employer agrees that all disciplinary procedures shall be carried out in private and in professional manner.

ARTICLE 10

PERSONNEL RECORDS

Section 1. Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointments. Appointments shall be during the regular scheduled work hours of the Service Director's office. The employee will not be permitted to remove any information from his file: however, upon request, the employee shall receive a copy of any information placed in his file that is not confidential by law.

Section 2. A management representative shall be present when an employee is inspecting his/her file. In addition, an employee's request to see his/her file shall not be unreasonably delayed.

ARTICLE 11

SENIORITY

Section 1. Seniority, as defined in this section, shall apply wherever the term seniority is used in this agreement.

Section 2. "City-wide" seniority shall be defined as the uninterrupted length of service from the original date of employment with the City. "City-wide" seniority shall be used for the purpose of layoff and recall. "Department" seniority shall be used in all other cases where seniority is a factor.

"Department" seniority shall be defined as an employee's total service within a department. Employees shall carry seniority in one (1) department only, and "department" seniority shall be broken when an employee leaves the department.

Section 3. The following situations shall not constitute a break in, or loss of, seniority:

A. Absence while on approved leave of absence:

B. Absence while on approved sick leave or disability leave:

C. Military leave;

D. A layoff of one (1) year duration or less,

The following situations constitute a break where seniority is lost:

A. Discharge for just cause;

B. Retirement;

C. Layoff for more than one (1) year;

D. Failure to return to work within the specified time following the recall from layoff absent extenuating circumstances such as illness, injury, or disability;

E. Failure to return to work at the expiration of leave;

F. Unauthorized absences of three (3) or more consecutive work days;

G. Resignation; and

H. Employed by the City outside the bargaining unit for over five (5) years.

Section 4. The Employer shall provide the Union with an updated seniority list within ten (10) days of the anniversary date of this agreement. The Employer will provide the Union with the name, address, classification, and rate of pay of any employee who is hired into or transfers into a bargaining unit classification..

Employees hired on the same day or entering a department on the same day shall break ties in seniority on the basis of the last four (4) digits of their social security number, the highest number having the greatest seniority.

ARTICLE 12

VACANCIES AND PROMOTIONS

Section 1. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for five (5) work days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Service Director, Such notice shall include, but not be limited to, job duties, essential functions of the position, special license, if required, skills and abilities, minimum qualifications, hourly rate of pay, and the closing date of the posting.

Section 2. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, for a period of sixty (60) days, pending the Employer's determination to fill the vacancy on a permanent basis. The time period herein may be extended by mutual agreement between the parties.

Section 3. All timely filed applications shall be reviewed considering the following criteria: qualifications as reasonably determined by the Employer, ability and seniority. Said applications shall be reviewed first from within the department where the vacancy occurs, then on a bargaining unit wide basis, and finally any outside qualified applicants. Once the selection has been made, the Employer will notify all applicants of the selection.

ARTICLE 13

LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff or job abolishment is necessary, due to lack of work, lack of funds, reorganization, efficiency, or economy, they shall notify the affected employees at least five (5) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 2. The Employer shall determine in which classification(s) layoff will occur. Within each classification affected, the Employer shall layoff employees in the following order:

1. Students;

2. Temporary and Seasonal;

3. Full-time employees who have not completed their individual probationary periods;

4. Part-time employees;

5. Full-time, non-probationary employees in reverse order of city-wide seniority. The employee with the least amount of city-wide seniority shall be the first one laid off, and this process shall continue with other employees until the specific number of employees to be laid off has been achieved.

Any employee receiving a notice of layoff shall have one (1) work day in which to exercise a bump to an equal or lower paying position, first from within their department or another department, provided the bumping employee has greater seniority and provided said employee possesses the qualifications to perform the duties of the position without additional training.

Any employee who is bumped from their position shall have one (1) work day in which to exercise their bumping rights in a similar manner.

Any employee who does not have sufficient seniority and/or the skills, ability, or qualifications to bump another employee within the respective department or another department shall be laid off and placed on a recall list.

Section 3. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classifications, but not necessarily to the shift on which they were working when laid off.

Section 4. A notice of recall from layoff shall be sent to the employee by registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by registered mail, return receipt requested to the last mailing address provided by the employee.

The recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work, and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for return to work is otherwise specified in the notice.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.

Section 2. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 3. It is the intent of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Union steward, if the former desires, must identify the alleged grievance to the employee's immediate supervisor within five (5) work days of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an answer, in writing, to the employee and the Service Director within five (5) work days following the date on which the supervisor was informed of the alleged grievance. The Service Director shall indicate, in writing on the response, his approval or disapproval of the supervisors proposed resolution. If the issue is not resolved to the satisfaction of the employee and the Service Director, the employee shall reduce the grievance to writing, on the agreed upon form, and within five (5) work days following the response from the supervisor, submit said grievance to the Service Director.The Service Director shall, within five (5) work days following the receipt of the written grievance, schedule a meeting with the employee and the Union steward, if the former desires such person be in attendance. The Service Director shall investigate and respond in writing to the grievant within five(5) work days following the meeting.

Step 2. If a grievance is not resolved at the first step of this procedure, the employee may appeal, in writing, within five (5) work days of receiving the Service Director's reply, to the Mayor of the City of Toronto. The Mayor shall initiate an investigation of the situation, and no later than ten (10) work days following the receipt of the grievance, unless otherwise agreed and arranged in writing, and meet with the employee, his Union representative (if the employee so wishes),the Service Director, and/or the employee's supervisor. The Mayor, within ten (10) work days after the meeting with the employee, shall issue a decision in writing to the employee.

Step 3. Arbitration. If the grievance is not satisfactorily settled in Step 2, the Union may make written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within twenty-five (25) work days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall, within ten (10) working days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall agree on a submission agreement, if possible, outlining the specific issues to be determined by the

arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of seven (7) arbitrators is received. The parties shall use the alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on an issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under a previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit a retroactive settlement to the date of the incident.

Objections to the arbitrability of a grievance may be raised by either party at any step of the procedure and prior to the arbitration hearing. When applicable, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. Unless mutually agreed otherwise, the parties will present arguments with regard to arbitrability and then present their arguments with regard to arbitrability and then present their arguments as to the merits of the grievance before the same arbitrator. Nothing shall prohibit either party from moving for a bench decision on the issue of arbitrability. If the arbitrator determines the grievance is within the purview of arbitrabilty, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any costs involved in obtaining the list of arbitrators shall be shared equally by the parties. All costs directly related to the services of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitration, or in what proportion the parties shall share the costs.

Expense of any witness shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 4. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the parties:

A. Aggrieved employee's name and signature;

B. Aggrieved employee's classification;

C. Date grievance was filed in writing;

D. Date grievance/incident occurred(when known);

E. A description of the incident giving rise to the grievance;

F. Specific articles and sections of the agreement violated;

G. Desired remedy to resolve the grievance.

Section 5. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, the Union Steward may file a policy grievance on behalf of all affected employees beginning at Step 2. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 6. The writing and presentation of a grievance shall be done during work hours, provided said time is reasonable. If a grievance hearing is scheduled during normal work hours, the grievant and/or the Union Steward shall not suffer any loss of pay while in attendance at such hearing.

ARTICLE 15

HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal hours of work per day per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work week, defined as beginning Sunday and ending the following Saturday, for all full-time employees covered by the terms of this agreement shall be forty (40) hours, inclusive of a one-half (1/2) hour, or when applicable, a one (1) hour lunch period. The work week shall be computed in accordance with the procedure/practice in effect at the signing of this agreement.

Section 3. When an employee is required by the Employer to work more than eight (8) hours in a work day, or more than forty (40) hours in a work week, as defined in Section 2 herein, he shall be paid overtime pay for all time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week. Overtime pay shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. Vacation time, holiday time, and sick leave shall be considered as time worked, in accordance with the current practice, for the purposes of overtime computation.

Overtime opportunities shall first be offered to the most senior qualified department employees. In the event the Employer determines that additional employees are required, such opportunities shall be granted to the most senior qualified employees.

Section 4. Each employee of the bargaining unit shall be granted a one-half (1/2) hour, or when applicable, a one (1) hour, paid lunch meal during each regular work shift as scheduled by their immediate supervisor.

Section 5. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

Section 6. Employees who are called out to work or work over their regular shift due to an emergency will receive a six dollar ($6.00) meal ticket after completion of four (4) hours of overtime. If the employee works an additional four (4) hours beyond the first four (4), then they will receive another six dollar ($6.00) meal ticket.

If an employee has advance notice, they must work the overtime. They will not receive a meal ticket. Advance notice will be at least twenty-four (24) hours prior notice from the Employer.

ARTICLE 16

JOB CLASSIFICATIONS

Section 1. If, during the term of this agreement, the Employer develops job descriptions for bargaining unit positions, affected employees and the Union shall be provided a copy of such document within sixty (60) calendar days following the finalization of such project.

Section 2. When a substantial change in the job duties has occurred within a current classification, or a new classification is created due to a change in the method of operation, technological change, or restructuring of the City, the Union may submit a request for reclassification of those positions subject to the provisions of Section 2 of this article to Step 3 of the grievance procedure. In the event the Union and the City cannot agree on a rate of pay for the new job, the Union may appeal the issue to arbitration, with the arbitrator having the right to determine the rate of pay for the new job. Such wage increase, if any, shall be retroactive to the date the grievance was filed at Step 3, and limited to a choice between the parties offers.

ARTICLE 17

SAFETY

Section 1. The Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for bargaining unit employees. The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by his employees.

ARTICLE 18

PROTECTIVE CLOTHING/EQUIPMENT

Section 1. If any employee is required to wear protective clothing or to utilize any type of protective equipment as a condition of employment, such protective clothing or protective equipment shall be provided by the Employer. The Employer shall also make available rain gear for working in inclement weather.

Section 2. All items provided above remain the property of the Employer, and are only to be used in accordance with the departmental work rules. All items shall be returned to the area designated by the Employer upon completion of the duties that require such protective clothing and/or equipment.

Section 3. Failure to reasonably utilize such protective items, as required by the Employer, shall be grounds for disciplinary action.

ARTICLE 19

UNPAID LEAVE OF ABSENCE

Section 1. The Employer may grant a leave of absence without pay for a period of not more than twelve (12) months in any contract year except as specified elsewhere in the agreement. Except in cases of emergency, an employee must submit a written request for such leave at least thirty (30) days in advance of the date such leave is to begin. The request is to be submitted to the Service Director. The authorization of an unpaid leave of absence is a matter of administrative discretion, subject to staffing levels, work load requirements, and/or other management rights. Such requests shall be evaluated on an individual basis. Requests for leave without pay shall not be unreasonably denied.

Section 2. An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to including discharge.

An employee may not use a leave of absence to look for another job or work at another job without the permission of the Employer.

Section 3. The Employer shall place an employee returning from leave in the same or similar job from which the employee took leave. If such job (s) no longer exists, the Employer shall treat the employee as if he were laid off from his job/classification, and allow the employee bumping rights, when applicable, as set out in this agreement.

Section 4. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from his job.

Section 5. Any position vacated due to a leave of absence may be temporarily filled by the Employer.

Section 6. The employee must first use accrued vacation time, except for one (1) week of vacation, and such other leave as is applicable and available in the given circumstances under federal, state, or local law or the terms of this agreement. In no event shall the total combined continuous leave of absence exceed twelve (12) months.

ARTICLE 20

MILITARY LEAVE

Section 1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Naval Militia, or member of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty periods not to exceed a total of thirty-one (31) calendar days in one calendar year.

Section 2. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Upon submittal of military pay vouchers documenting all wages and salaries earned on such leave, the Employer will reimburse the employee the difference between their military compensation and the normally scheduled straight time wages that would have been earned during the period of the leave. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision is one hundred seventy-six (176) hours.

Section 3. Employees who are member of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 4. Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to enter military service.

Section 5. The appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he may be reinstated to the position after completion of military service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 6. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 7. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date or from service, or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

A. Reinstatement must be accomplished within thirty (30) days after application is received by the Employer;

B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;

C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his physical condition; and

D. Veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:

1. Sick Leave – that amount which had been accumulated at the time of entering service;

2. Vacation Leave – time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;

3. Automatic salary adjustment.

ARTICLE 21

BULLETIN BOARDS

Section 1. The Employer agrees to provide a bulletin board at the garage and water plant, measuring at least twenty-four (24) by thirty-six (36) inches, for the exclusive use of the Union.

Section 2. All Union notices which appear on the bulletin board shall be signed, posted, and removed by the local union officer during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's approval:

1. Notice of Union recreational and social affairs;

2. Notice of Union meetings;

3. Notice of Union appointments;

4. Notice of Union elections;

5. Results of Union elections;

6. Reports of non-political standing committees and independent non-political arms of the Union;

7. Non-political publications, rulings, or policies of the Union.

All other notices of any kind not covered in Items "1" through "7" above must be received to approval of the Employer or the designated representative.

Section 3. It is the Union's intent that no material shall contain anything political, libelous, scurrilous, or anything reflecting upon the Employer or any of its employees. In addition, the Union agrees not to post any material containing attacks on any employee organization, regardless of whether the organization has local membership.

Section 4. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards designated for use by the Union.

ARTICLE 22

TEMPORARY ASSIGNMENTS

Section 1. Full-time employees who are temporarily assigned to work in a higher paying classification shall be paid at the higher rate for all hours worked in such classification.

Section 2. An employee who is temporarily assigned to work in a lower paying classification shall continue to receive their normal rate of pay during such an assignment.

ARTICLE 23

SICK LEAVE

Section 1. Recrediting of Sick Leave. Sick leave credit shall be earned at the rate of one and one-quarter (1 ¼) work days for each month of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days: per year.

Section 2. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a personal leave in accordance with the appropriate section of this agreement.

If illness or disability beyond the time covered by earned sick leave, the employee will be granted unpaid sick leave in accordance with the appropriate section of this agreement. The necessity for unpaid sick leave, as defined in Uses of Sick Leave, Section 4(A), (1), (2), and (4) of this article, shall be verified to the Employer by requiring that the employee submit to an examination at the Employer's expense by a licensed physician and/or provide the Employer with verifiable medical documentation to support such request.

Section 3. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 4. Uses of Sick Leave.

A. Sick leave shall be granted to an employee upon approval of the Director and for the following reasons:

1. Illness or injury of the employee;

2. Illness or injury of the employee's immediate family;*

3. Medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-working hours;

4. If a member of the immediate family* is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and

5. Pregnancy and/or childbirth and other conditions related thereto.

*Defined as spouse, child, mother, father, where the employee's presence is required and substantiated by medial documentation.

Section 5. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement, or a physician's certificate, shall be grounds for disciplinary action.

Section 6. Notification to the Employer. When an employee is unable to work, he shall notify the department head or other designated person no later than one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or unless the employee has made other reporting arrangements with the supervisor.

Section 7. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action and refund of salary or wage paid.

Section 8. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician statement

shall be required for absences of more than three (3) consecutive work days due to illness. Whenever the Director suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other appropriate proof satisfactory to the Director to approve the use of such leave.

Section 9. Physician Examination. The Director may require an employee, who demonstrates a mental or physical work performance related problem, to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform essential functions and the duties of the employee's position. If found not qualified, the employee may be placed on sick leave. The cost of the examination shall be paid by the Employer.

ARTICLE 24

CONVERSION OF UNUSED SICK LEAVE

Section 1. An employee who is both eligible for and elects to take his public employee retirement benefits shall be entitled to convert accrued but unused leave to a cash payment on the following basis:

An employee may receive, after completion of ten (10) years of continuous service with the City of Toronto, a cash payment in the amount of one (1) day pay for each two (2) days of accrued but unused sick leave at the time of retirement.

Effective January 1, 2009, the maximum accumulation under this provision shall not exceed two hundred sixty (260) days of unused sick leave. At no time will any employee receive more than one hundred thirty (130) days sick leave at the time of retirement.

Effective January 1, 2010, the maximum accumulation under this provision shall not exceed two hundred eighty (280) days of unused sick leave. At no time will any employee receive more than one hundred forty (140) days sick leave at the time of retirement.

Effective January 1, 2011, the maximum accumulation under this provision shall not exceed three hundred (300) days of unused sick leave. At no time will any employee receive more than one hundred fifty (150) days sick leave at the time of retirement.

For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the City at the time of separation under Public Employees Retirement System (PERS). Employees eligible for the above-referenced payment shall be compensated in four (4) equal payments, paid over a four (4) month or one hundred twenty (120) calendar day period following the last day of work.

ARTICLE 25
HOLIDAYS

Section 1. Full-time employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Section 2. In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately proceeding shall be observed as the holiday. In the event any of the aforementioned holidays falls on a Sunday, the Monday immediately succeeding shall be observed as the holiday. For those employees working other than a Monday through Friday work week, the holiday shall be recognized on the date on which the holiday actually falls.

Section 3. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holiday. Part-time employees shall be paid for the number of hours they would normally work.

Section 4. Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of one and one-half (1 ½) the straight time rate, in addition to holiday pay. Full-time employees who work any of the holidays listed in Section 1 herein shall receive a lump sum payment of the holiday pay as described in Section 4 (the time and one-half (1 ½) holiday pay) for all hours worked. Such payment shall be paid on or about December 15th of each year as currently practiced. If an employee so desires, he/she may choose to be paid for holidays worked throughout the year, instead of receiving a lump sum payment on or about December 15th.

Section 5. For employees covered by this agreement to receive holiday pay for those days listed in Section 1, the employee must work his scheduled day preceding the holiday and his scheduled day succeeding the holiday, except if excused due to funeral leave for the employee's immediate family, jury duty, an extended an approved sick leave, including maternity leave, and/or a reason certified and approved by the Service Director. Further, an employee shall not be eligible for holiday pay should a holiday fall within a period of military, education, personal, and/or sick (except as provided herein) leave(s) of absence.

ARTICLE 26

VACATIONS

Section 1. Full-time bargaining unit employees shall be entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the length of continuous service as follows:

Length of Continuous Service	Vacation
Less then one (1) year	None
One(1) year or more	Two (2) weeks
Four (4) years or more	Three (3) weeks
Six (6) years or more	Four (4) weeks
Eleven (11) years or more	Five (5) weeks
Sixteen (16) years or more	Six (6) weeks

Part-time employees covered by this agreement shall be entitled to vacation leave on a prorated basis in accordance with the Employer's policy.

Section 2. Employees shall submit their individual vacation requests to the Service Director no later than January 31 of each year. All requests for vacation leave(s) of forty (40) hours or more shall be considered on the basis of the employee's departmental seniority. Any requests submitted after the January 31st date shall be considered on a first come, first served basis. A week is defined as Sunday through Saturday.

Section 3. Vacation leave requests(s) are subject to the work load and staffing requirements of the Employer. Therefore, the Service Director shall have the right to deny vacation requests should operational considerations require such an action. One (1) union employee per classification shall be allowed vacation leave in any given period.

Up to eighty (80) hours of vacation leave in the calendar year may be used in eight (8) hour increments provided a request for such leave is given to the Service Director at least three (3) work days in advance of such date requested. Any remaining vacation leave shall be taken in forty (40) hour increments.

Effective August 1, 1999, and thereafter, each employee shall have the option of selling back to the City three (3) weeks of accrued vacation time, provided the employee has at least one (1) year of service and at least three (3) weeks of accrued vacation time on the books.

Section 4. All vacation leave shall be taken during the fiscal year of January 1 through December 31. A vacation week is defined as Sunday through Saturday. When a holiday occurs during the vacation period of an employee, the employee will be given an additional day off subject to holiday leave provisions. Vacation pay shall be based on the bargaining unit's normal rate of pay. Employees can carry over up to three (3) weeks of vacation accrual from one calendar year to the next calendar year.

The Employer shall pay to the employee, upon termination of employment, or to the estate of an employee who dies, an earned but unused vacation leave.

ARTICLE 27

CALL-OUT PAY

Section 1. Whenever an employee is called into work at a time which does not abut the employee's normal work hours/shift, said employees shall receive a minimum of one (1) hours pay at the applicable overtime rate. All over one (1) hour shall be actual time worked.

ARTICLE 28

MILEAGE REIMBURSEMENT

Section 1. Full-time bargaining unit employees shall be reimbursed for actual miles while on official City business when using their personal vehicle to conduct prior-approved official City business. Such payment shall be considered to be total reimbursement for all vehicle-related expenses (e.g. gas, oil, insurance). Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling on the same trip in the same vehicle. Employees are eligible for mileage expense reimbursement only when travel has been prior authorized by the Employer/designee. There will be no expense reimbursement paid for travel between the employee's residence and the employee's normal work location. Mileage reimbursement will be paid at the IRS tax deduction prevailing rate.

ARTICLE 29

TUITION REIMBURSEMENT

Section 1. The Employer shall reimburse a full-time employee fifty percent (50%) of the cost, not to exceed one thousand dollars ($1,000.00) per contract year, for educational courses that are job related and deemed beneficial to the employee and the city. Said employee must meet the following requirements to be eligible for such reimbursement:

1. Be a full-time employee of the City with at least one (1) year of service with the City;

2. Receive prior approval of the course from the city or designee;

3. Successfully complete the course with a "C" grade or better or equivalent;

4. Employee must work in the job related field.

It is understood the employee will be required to pay for the course at registration. Upon the successful completion (as described above) of the course, the employee shall submit to the Service Director verifiable documentation such as proof of payment and final grade average.

Section 2. The Employer shall continue to pay the job related fee involved in testing for Water Supply Licensing (i.e., Class I, II, III) or Wastewater Collection Licensing (i.e., Class I). Further, an employee shall lose no straight time pay if taking an Employer-

approved course/training/test during normal work hours, limited to Water Supply or Wastewater Collection License testing.

The Employer agrees to pay on a one-time basis for all expenses involved in taking:

Basic Water Course
Advanced Water Courses II and III
Wastewater Collection System Course

Section 3. The Employer agrees to pay for Continuing Education Units (CEU) if the Water Supply/Sewage Collection class or seminar is approved by the Operator Training Committee of Ohio (OTCO) or any other training with an Ohio EPA number, and with the approval of the Service Director.

ARTICLE 30

SICK LEAVE BONUS

Section 1. Full-time bargaining unit employees who use two (2) or less sick leave days during the contract year shall receive a bonus payment of six (6) days pay. For the purpose of this section, bereavement leave shall not be included when computing time off. This bonus shall be paid on the last pay of August of each year.

ARTICLE 31

PERSONAL DAYS

Section 1. Full-time bargaining unit employees shall be granted three (3) paid personal days leave per contract year. Employees shall be required to request the use of such leave at least two (2) work days in advance of the day requested. The granting of such leave shall be subject to the approval of the Service Director considering the work load and staffing requirements of the individual department. Should two (2) or more employees request the same time, the senior employee may be granted the desired time. The Service Director maintains the right to limit the number of employees granted the same/similar time period.

ARTICLE 32

GENERAL PROVISIONS

Life Insurance

The Employer will continue to provide a $15,000 life insurance policy for each full-time bargaining unit employee.

Special License Payment

Full-time employees who obtain the following licensing and certification and who work in the Water Treatment Plant or Wastewater Collection System shall receive a monthly payment, paid in equal payments in their normal established paycheck, in accordance with the following:

Class I Water License	$60.00 per month
Class II Water License	$140.00 per month
Class III Water License	$210.00 per month
EPA Lab Qualified	$65.00 per month
Lab Fully Qualified	$90.00 per month
Sewage Class I License	$60.00 per month
Sewage Class II License	$135.00 per month

Full-time employees required by law to have a CDL or Commercial Driver's License to perform the duties for which they have been employed by the City shall receive an additional thirty-five cents ($.35) per hour.

The Employer agrees to reimburse an employee the costs related to a test in obtaining the above-referenced license. Such reimbursement shall be limited to a one-time basis for each of the above-referenced license (s).

Work Schedules

Work schedules of employees shall be a posted and administered in accordance with the practice in effect at the execution of this agreement.

Bereavement Leave

In the event of a death in the employee's immediate family, as defined herein, an employee shall be granted a maximum of five (5) consecutive work days absence, for who reside out of town and a maximum of three (3) consecutive days for those members who live in town family members, with pay, to make funeral arrangements, attend the funeral, and/or carry out other responsibilities related to death in the immediate family, Proof of relationship may be requested by the city in order to approve the leave.

The rate of pay for such absence shall be computed on the employee's regular straight time hourly rate of pay.

For purposes of this section, immediate family is defined as an employee's mother, father, mother-in-law, father-in-law, child, step-child, or any person the employee has had legal guard, spouse, brother, sister, grandparents, brother-in-law, sister-in-law.

ARTICLE 33

SEVERANCE PAY

Section 1. Any employee who quits, becomes disabled and retires, or an employee whose recall rights have expired, and leaves employment with the City shall receive a lump sum payment equal to one (1) day's pay for each year of employment with the City.

ARTILCE 34

LONGEVITY PAY

Section 1. Full-time bargaining unit employees who have completed one (1) year of continuous service with the Employer shall receive longevity pay based on the following schedule.

Two dollars ($2.00) per month for each year of service.

Such payment shall be limited to thirty (30) years and capped at $720.00.

ARTICLE 35

SHIFT DIFFERENTIAL

Section 1. Employees assigned to the afternoon and midnight shift shall receive a shift differential of thirty cents ($.30) and thirty-five cents ($.35) per hour, respectively.

Section 2. Excluding the amounts described in Section 1 herein, employees assigned to work on Sunday shall receive a shift differential of fifty cents ($.50) per hour, respectively.

ARTICLE 36

CLOTHING ALLOWANCE

Section 1. Effective August 1, 1999, and each contract year thereafter, the employer shall provide each bargaining unit employee a uniform/clothing allowance based on the following schedule:

Office Personnel	$375 per year
Non-Office Personnel	$475 per year

Said clothing allowance shall be paid on the last pay of July.

Said allowance shall be used to purchase and wear, as directed by the Employer, uniforms/clothing designated and approved by the Employer. It is agreed the work shirts shall identify employees with their names and the City of Toronto on such item.

For 2012, 2013, and 2014, the Employer shall provide seventy-five dollars ($75.00) to each non-office personnel to be utilized for the purchase of Employer-approved cold weather coveralls.

ARTICLE 37

WAGES

Effective August 1, 2011, August 1, 2012, and August 1, 2013, there will not be an increase in the hourly rate for full-time bargaining employees during the duration of this agreement.

The City agrees that in the event it enters into a collective bargaining agreement with any other bargaining unit that provides for a base wage increase more lucrative than that agreed to herein, the AFSCME, Local 3922 unit shall receive the same percent adjustments.

ARTICLE 38

HOSPITALIZATION

Section 1. The City shall provide single and family hospitalization and major medical plan insurance coverage for full-time bargaining unit employees. The City shall pay ninety percent (90%) of the monthly cost of providing this insurance for each employee. Each employee shall pay ten percent (10%) of the monthly cost of this insurance. Employee contributions shall be deducted in equal amounts once per pay.

Section 2. Employees who participate in the City's prescription drug plan shall be responsible for the co-payment of the applicable generic and/or name brand prescription at the time of purchase. The City shall not be responsible for any co-pays.

Section 3. A representative selected by the bargaining unit shall represent the Union on the joint City-Union committee examining health insurance coverage. The committee shall make its best efforts to keep substantially equivalent coverage in the future.

Section 4. The City agrees to pay the sum of twelve dollars and fifty cents ($12.50) per month per employee towards the premium for Vision and Hearing Aid under the Ohio AFSCME Plan.

ARTICLE 39

CONTRACTING OUT

Section 1. The Union recognizes the right of the Employer to continue to contract out any service, operations, or programs that have historically or are currently being contacted out.

Section 2. In the event the Employer determines to contract out any additional services, operations, or programs that affect bargaining unit employees, the Employer agrees to meet and discuss the effects of such a decision with the affected employees and/or the Union representatives. The Employer shall give the Union the opportunity to demonstrate to management that they can do the proposed contracting out service.

Section 3. The above-referenced obligation, as described in Section 2 herein, shall not apply when an employee retires and/or terminates employment. In the event the Employer decides to contract out services, operations, or programs, as described in Section 1 and 2 herein, bargaining unit employees shall not suffer loss of employment with the City or a reduction of pay.

ARTICLE 40

WAIVER IN CASE OF EMERGENCY

Section 1. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Jefferson County Commissioners, the Jefferson County Sheriff, the federal or state legislature, such as acts of God and civil disorders, the following conditions of this agreement shall automatically be suspended:

A. Time limits for Management replies or the Union's appeals on grievances;

B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure to which they (the grievance(s)) had properly progressed. All work rules and/or agreements and practices relating to the assignment to all employees will be in effect upon the termination of said Emergency.

ARTICLE 41

SEVERABILITY

Section 1. It is the intent of the Employer and the Union that this agreement comply with all applicable law(s) and legal status.

Section 2. If any provision of this agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable status, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In the event any provision of this agreement is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable status, the parties shall

meet within two (2) weeks of the publication of such a determination for the purpose of negotiating a lawful alternative provision. Any mutually agreeable resolution of such provision shall be reduced to writing, signed by the parties, and incorporated into the agreement, in the event the parties are unable to negotiate an alternative provision, the matter shall be postponed until contact negotiations are reopened for a successor agreement.

ARTICLE 42

DURATION

Section 1. This agreement shall be effective as of August 1, 2011, and shall remain in full force and effect through midnight July 31, 2014.

Section 2. If either party desires to modify or amend this agreement, it shall give written notice of such intent to the other party no earlier than ninety (90) calendar days prior to nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail, return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of such notice unless extended by mutual agreement.

Section 3. The parties acknowledge that the entire understandings and agreement reached by the parties during negotiations after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE 43

ALCOHOL AND DRUG TESTING POLICY

Section 1. The provisions of this article are intended to comply with the Omnibus Transportation Act of 1991 and relevant U.S. Department of Transportation Regulations and applies to all safety sensitive employees as outlined in Federal Highway Regulations (49 CFR Parts 382, 391, 392, 395). These regulations apply to every person who is subject to commercial drivers license (CDL) requirements. A CMV is a vehicle that weighs over 26,000 thousand pound, has a gross combination weight over 26,000 thousand pounds inclusive of a towed unit with a gross eight of over 10,000 pounds, is designated to transport sixteen (16) or more passengers, or is used to transport hazardous materials. Such safety sensitive employees are subject to random, post-accident, reasonable suspicion, return to duty testing as outlined below. Certain provisions of this policy (i.e., reasonable suspicion, return to duty and follow-up testing) shall apply to all employees.

A. Pre-Employment

Prior to commencing employment with the city, newly hired employees shall be required to pass a drug and alcohol test. Further, prior to performing a safety sensitive function for the first time, any current employee must pass a drug and

alcohol screening as outlined in the Federal Highway Administration regulations listed above.

B. Random Testing

A scientifically valid method shall be used to randomly select employees for testing. Such testing for drugs and alcohol shall be conducted when: (1) the employee is performing a safety sensitive function, (2) just before the employee is to perform a safety sensitive function, or (3) just after the employee has ceased performing such functions. An employee selected for random testing must proceed immediately to the testing site. Commencing January 1, 1996, twenty-five percent (25%) of all affected employees shall be tested for alcohol and fifty percent (50%) of all affected employees shall be tested for drugs in each calendar year. These percentages may be raised or lowered in subsequent years, depending on the annual rate of positive tests for all employees covered by this rule.

C. Post Accident Testing

Test will be required following all accidents. Testing will be conducted for each Surviving driver if the accident involved a loss of human life or a driver receives a citation for a moving violation under state or local law. A collision or occurrence meets the definition of an "accident" when the incident involves a motor vehicle operating on a public road which results in: a death; bodily injury to a person who immediately receives medical treatment away from the accident; or one or more vehicles is disabled and must be towed from the scene. Other employees may be tested if it is determined, based on the best information available at the time of the accident, that such employee's actions could have contributed to the accident.

D. Reasonable Suspicion Testing

1. Employees who are observed, by at least one trained supervisor or employee, demonstrating evidence of alcohol or controlled substance impairment shall be subject to testing. Reasonable suspicion must be based on specific, contemporaneous and articulate observation concerning the appearance, behavior, speech or body odors of the employee.

2. Testing under this Section 1 D must be administered promptly and in no case later than eight (8) hours after a determination of reasonable suspicion is made. The person who makes the determination of reasonable suspicion shall not conduct the alcohol test.

3. The observing supervisor or employee must document, in writing, the grounds for his reasonable suspicion within twenty-four (24) hours of making the determineation, but at a time not later than before the results of the test are released, whichever is sooner.

4. Employees designated to determine whether reasonable suspicion exists must receive at least one (1) hour of training on alcohol and drug misuse and indicators of probable misuse.

E. Return to Duty Testing

An employee who has tested positive for a controlled substance or an alcohol concentration of 0.04 or above, in any of the above testing and is not discharged by the City, shall not be permitted to perform any safety sensitive function until he has been evaluated by a substance abuse professional, complete any recommended rehabilitation or course of treatment, and has a verified negative test result for controlled substances if the conduct involved controlled substances or must undergo a return to duty alcohol test with a resultant alcohol concentration of less than 0.02, if the conduct involved alcohol.

An employee who tests positive for alcohol with an alcohol concentration of 0.02 but less than 0.04 shall not be permitted to perform any safety sensitive function until he undergoes a return to duty alcohol test with a resultant alcohol concentration of less than 0.02.

F. Follow-up Testing

1. Safety sensitive employees who test positive and are not discharged by the City shall be required to participate in the follow-up testing for twelve (12) months following the employee's return to work. The employee shall be required to submit to a minimum of six (6) unannounced follow-up tests in the first twelve (12) months following the employee's return to work.The number and frequency of the follow-up testing shall be determined by a substance abuse professional (SAP). After the first year, the substance abuse professional may terminate this requirement or continue the follow-up testing for an additional forty-eight (48) months.

G. Refusal to Submit Required Testing

A refusal to submit to a drug or alcohol test shall be treated as a positive test. In the case of post-accident testing and to the inability of the employee to voluntarily submit to required testing, the City may substitute a test for use of drugs or alcohol administered by police or other public safety officers under separate authority, in lieu of conducting its own testing.

Section 2 Testing Procedures

The following procedures shall be used in testing for controlled substances and Alcohol:

1. The testing for controlled substances will be urinalysis only and will be performed by a Department of health and Human Services certified laboratory.Split samples of all specimens are required under the Act.

2. Specimens may only be tested for the covered drugs and the specimen may not be used to conduct any other analysis or test. Covered drugs under the Act are limited to (1) Amphetamines, (2) Cocaine, (3) Marijuana, (4) Opiates, and (5) Phencyclidine. The City may only test for other controlled substances if approved By the DOT, and if there is a DHHS approved testing protocol for that substance.

3. Preparation for Testing

A standard drug testing custody and control form must be used. A statement on the form will inform the Employee that is there is a positive test, the Medical Review Officer (MRO) will contact the employee about prescription and over-the-counter medications. The employee may list medications only on the employee's copy of the form. The employee is not to provide any information about prescription or over-the-counter medication to the Employer or the laboratory.

4. Specimen Collection Procedures

a. Urine specimens shall be collected at a collection site which complies with the procedures set forth in the Act and related regulations and which conforms to DOT protocols.

b. The collection area must be secure and the chain of custody form must be completed and shipped with the specimen.

c. The collection site person is the individual insures the urine specimen is collected according to the required procedures. An employee's direct supervisor may not serve as the collection site person unless it is impracticable for another person to perform this function.

d. Collection of urine specimens must allow individual privacy unless there is reason to believe that a particular person may alter or substitute the specimen.

If specimen collection is directly observed by a non-medical person, the observer must be of the same gender as the employee. The following circumstances are the only grounds to believe a person may alter or substitute a specimen:

* The urine specimen is outside the normal temperature range (32.5deg C, 90.5 deg-99.8 def F) and the employee will not allow an oral body temperature to be taken, or the Oral body temperature is 1 deg. C/1/8 deg/F different from the temperature of the specimen;

* The collection site person observes behavior that clearly indicates an attempt to alter or substitute a specimen; or

* The employee has previously been determined to have used a controlled substance and the test is a follow-up test after return to duty.

e. A "split sample" of urine is collected in this procedure. In the split sample method the urine specimen is divided into two containers. The purpose of the split sample is to allow the employee the opportunity to have the specimen retested at a different certified laboratory.

f. An employee must provide at least 45 ml (milliliters) of urine. Failure to provide adequate amount of urine is considered a refusal to submit to a controlled substance test and the employee is considered to have engaged in prohibited actions. If the employee is unable to provide the minimum amount of urine, the collection site person will have the employee drink up to twenty-four (24) ounces of fluid and try to provide a sample within two (2) hours. If the employee is still unable to provide a complete sample, the test will be stopped and the employee will be sent for a medical evaluation to determine if there is a legitimate reason for the failure to provide a specimen or if there is a refusal to submit a specimen.

5. Laboratory Analysis Procedures

The initial test of the specimen is to be performed by an immunoassay test. The cutoff levels are listed below and are expressed in nanograms per milliliter (ng/ml):

Cocaine metabolites	300 ng/ml
Marijuana metabolites	50 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml

A confirmation test will be performed on all initial positive tests.The confirmation test must be performed by gas chromatography/mass spectrometry (GC/MS) and this is the only authorized confirmation test.The cutoff levels for the confirmation test are:

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Amphetamines	
Amphetamines	500 ng/ml
Methamphetamine	500 ng/ml
Phencyclidine	25 ng/ml

The laboratory must retain the sample in frozen storage for a minimum of one (1) Year. The Medical Review Officer will notify the employee of any positive test result. After notification the employee will have seventy-two (72) hours in which to request that the MRO have the specimen tested in a different certified laboratory

6. Reporting and Review of Results

A Medical Review Officer (MRO) will examine all confirmed positive tests results to determine if there is an alternative explanation for the positive test result. Before making a final decision as to whether a positive test is valid, the MRO will provide the employee with the opportunity to discuss the test result. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO will report to the Employer that the test is negative.

B. Alcohol Testing Procedures

1. Testing Devices

Tests for alcohol will be conducted with evidential test devices (EBTs) approved by the National Highway Traffic Safety Administration (NHTSA).

2. Screening Tests

a. A Breath Alcohol Technician will administer the test. The employee's supervisor may not administer the test unless that employee's supervisor is the only available qualified BAT.

b. An individually sealed mouthpiece must be opened in view of the employee and attached to the EBT. The employee will blow forcefully into the mouthpiece for at least six (6) seconds or until an adequate amount of breath has been obtained.

c. If the result is below 0.02, the BAT will record the result and no further testing will be performed.

3. Confirmation Tests

a. If the result of the screening test is above 0.02, a confirmation test will be conducted. The confirmation test will be conducted at least fifteen (15) minutes but not more than twenty (20) minutes after the screening test.

b. Before the confirmation test, a test (air blank) will be run to ensure the EBT is working properly.

c. If the screening and confirmation test results are different, the confirmation test result will be used.

4. Inability to Provide an Adequate Amount of Breath

a. In the event an employee does not provide an adequate amount of breath for the test, he will be sent to a physician who will evaluate the employee's medical ability to provide the required amount of breath. If the physician is unable to find a medical explanation for the employee's failure to provide an adequate amount of breath, the employee will be considered to have refused to submit to a test.

C. Confidentiality

Test results will be confidential to the extent required by law. The cost of any Required testing shall be paid by the City.

Section 3. Positive Test Results

The following shall apply when an employee tests positive for alcohol or controlled substances pursuant to any of the above testing.

A. Driver and Employment Eligibility

1. Any safety sensitive employee who, pursuant to any of the required testing above, is found to have an alcohol concentration of 0.02, but less than 0.04, shall be prohibited from performing safety sensitive functions for a minimum of twenty-four (24) hours and until the employee has passed a return to duty test with an alcohol concentration of less than 0.02.Such an employee shall be placed on appropriate leave (paid or unpaid) until he/she has met the requirements of this sub-section A 1.

2. Any safety sensitive employee who, pursuant to any of the required testing above, is found to have an alcohol concentration of greater than 0.04 shall be prohibited from performing safety sensitive functions for a minimum of forty-eight (48) hours, and until he/she has been evaluated by a substance abuse professional, followed any recommended course of treatment and has passed a return to duty test with an alcohol concentration of less than 0.02. Such an employee shall be placed on appropriate leave (paid or unpaid) until he/she has met the requirements of this sub-section A 2. Employees who are not permitted to drive during this period shall be placed in an equivalent or lower rated (paid) non-safety sensitive position, if available . If no position is available, the employee shall be placed in appropriate leave status until a non-safety sensitive position is available or until such time as he/she may return to his/her former position.

3. Any safety sensitive employee who, pursuant to any of the required testing above, is found to have engaged in the prohibited use of a controlled substance shall be prohibited from performing safety sensitive functions until he has been evaluated by a substance abuse professional, followed any recommended course of treatment and has passed a return to duty test for controlled substances. Such an employee shall be placed on appropriate leave (paid or unpaid) until he/she has met the requirements of this sub-section A 3. Employees who are not permitted to drive during this period shall be placed in an equivalent or lower rated (paid) non-safety sensitive position, if available. If not position is available, the employee shall be placed in appropriate leave status until a non-safety sensitive position is available or until such time as he/she may return to his/her former position.

B. Discipline

In addition to the above mandatory consequences for a positive test result, the City may discipline an employee, up to and including discharge, for violations of the Act, this policy and/or misconduct or poor performance resulting from an alcohol or substance abuse problem and in accordance with Article 9 of the collective bargaining agreement between the parties. However, any discipline shall be mitigated by the willingness of the employee to complete a rehabilitation program recommended by a substance abuse professional, if the offense is not of such a nature which warrants discharge. In no event shall the City be obligated to provide more than one chance at rehabilitation. Failure to complete or participate in a prescribed rehabilitation program may result in the employee's discharge. The cost of rehabilitation services will be paid by the employee except that the employee may use the benefits provided under the City's health insurance plan.

Employees who test positive as a result of a follow-up or return to duty test shall be subject to discipline in accordance with Article 9 of the collective bargaining agreement between the parties.

Employees offered rehabilitation services under this section will be notified of all available resources for evaluation and treatment.

Section 4. Use of Alcohol or Controlled Substances

1. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances. The unlawful manufacture, distribution, being under the influence, sale, possession or use of alcohol of a controlled substance in the workplace are strictly forbidden. An employee who violates this policy is subject to discipline, up to and including discharge, in accordance with Article 9 of the collective bargaining agreement and/or referral to an appropriate law enforcement authority.

2. In specific regard to alcohol use, safety sensitive employees are prohibited from any use that could affect their performance including use during the four (4) hours prior to reporting for work, having prohibited concentrations of alcohol in their system while operating a vehicle, and the use of alcohol during the eight (8) hour period following an accident.

Section 5. Training

The City will ensure that persons authorized to determine reasonable suspicion are trained in compliance with the Act, to recognize the symptoms of impairment or intoxication. In addition, two (2) employees of the bargaining unit will also be trained at no cost to the employees. Should a trained Union representative bring forward a case of reasonable suspicion and the employee tests positive as a result of a reasonable suspicion test, the affected employee shall not be disciplined but will be subject to the provisions of Section 3 of this policy.

Section 6. Medical Prescriptions

Employees who are taking a prescription medication which may interfere with their safe performance, shall provide the City with a statement from a physician specifying the drug being taken and whether the drug will interfere with the safe performance of the employee.

Section 7. Employee Status

Employees shall be in paid status while submitting to any of the above testing performed during a time when the employee is scheduled to work. An employee who is not permitted to return to work pending the outcome of a test result conducted, pursuant to the provisions of this policy, and where the result is ultimately negative, shall be paid for the time he was not permitted to work. If the employee used paid leave during this time, the amount of leave used shall be credited to the employee.

ARTICLE 44

FAMILY AND MEDICAL LEAVE

Section 1. Family and Medical Leave (FMLA). Employees who have worked for a minimum of twelve (12) months and twelve hundred fifth (1,25) hours over the previous twelve (12) month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

Employees shall be entitled to a leave of absence not to exceed twelve (12) weeks.

1. In order for the employee to care for a newborn or recently adopted child;

2. In order for the employee to care for a foster child placed with the employee;

3. The inability of the employee to work due to a severe health condition;

4. In order for the employee to care for the employee's spouse, parent, child or the employee's spouse's parent(s) with a serious health condition requiring the presence or care of the employee.

B. Employees shall be entitled to such leave as outlined in items A 1 and A 2 above only during the twelve (12) month period immediately following the birth, placement or adoption of a child. Employees requesting leaves, pursuant to items A 3 and A 4 of this article, may do so once each year subject to the conditions outlined in paragraph 1 above.

C. For the duration of all such leaves, as outlined in this Section 1, employees must utilize in order the following combinations of leave, concurrent with use of leave under this section:

First: Accrued, but unused sick leave:

Second: Accrued, but unused vacation;

Third: Leave without pay.

However, an employee may keep one (1) week of accrued vacation. But in no case shall the employee be entitled to more than twelve (12) weeks of Family and Medical Leave as defined in the Family and Medical Leave Act of 1993.

D. During the term of any such leave outlined in sub-section A of this Section 1, employees shall be treated as if they are in regular payroll status and shall suffer no loss of any benefit which shall exist as a term of condition of employment, except that an employee shall not be compensated at his/her hourly rate of pay for that period which is requested as unpaid, not shall an employee accrue sick or vacation hours for the unpaid portions of such leave.

E. Employees shall provide to the Employer as much advance notice as possible when requesting such leave and shall provide a minimum of fourteen (14) days advance notice prior to returning from such leave.

F. The Employer may require an employee's request for medical leave be supported by a certificate issued by the health care provider of the employee or of the child, spouse, parent, or parent-in-law of the employee. The certificate should include the date on which the serious health condition commenced, the estimated duration of the condition,

and the appropriate medical facts, within the knowledge of the health care provider, regarding the condition.

G. In the case of an employee requesting leave under sub-section A3, the Employer may have the employee examined by a physician of the Employer's choice. Should there be a difference of medical opinions, a third opinion shall be obtained by a physician mutually selected by the Employer and the employee. This third opinion shall be binding upon the parties. The cost for any such examination shall be borne by the Employer.

Upon return from any such leave outlined above, employees shall be placed in the classification and department from which they left or the same or similar position if the prior position no longer exists, and shall suffer no loss or any benefit which shall arise as a part of their employment or as a term or condition of this agreement.

H. The leave must be taken in consecutive eight (8) hour days except where it has been determined that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced work week. Intermittent or reduced work week family and medical leaves will only be considered in cases of serious health condition of the employee or an immediate family member.Intermittent or reduced work week family and medical leaves will not be granted for birth or adoption of a child, or the placement of a foster child. During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospice or residential medical care facility;

2. Any period of incapacity requiring absence of more than three (3) calendar days work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or

3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity or more than three (3) calendar days and for prenatal care.

J. Health Care Providers include:

1. Doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices; or,

2. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a sublimation as demonstrated by X-ray to exist) authorized to practice in the state and performing within the scope of their practice under state law; or,
3. Nurse practitioners and nurse mid-wives authorized to practice under state law and performing within the scope of their practice as defined under state law; or,

   Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

K. Health insurance coverage will be maintained during family and medical leave but shall stop if and when an employee informs the City of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the family and medical leave entitlement is used up.

Employees seeking to use family and medical leave must provide:

1. Thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;

2. Medical certification supporting the need for the leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;

3. Second and third medical opinions and periodic recertification when the City requires such at the City's expense;

4. Periodic reports during family and medical leave on the employee's status and intent to return to work; and

5. A "fitness-for-duty" certification upon return to work.

ARTICLE 45

HAZARDOUS DUTY COMPENSATION

Section 1. Non-office bargaining unit employees exposed to hazardous chemical and/or working conditions in the performance of their normal duties on a regular basis shall receive an annual lump sum payment of two hundred and fifty dollars ($250.00) per eligible employee. Said payment will be made in the last pay of November each year.

SIGNATURE PAGE

In witness whereof the parties hereto have set their hands at the same place and on the same aforesaid.

CITY OF TORONTO

Mayor John Geddis

Larry Coppa
Service Director

AFSCME OHIO COUNCIL 8, LOCAL 3922

Theodore Troski, President

Bargaining Team Member

Bargaining Team Member

Jaladah Aslam, Staff Representative
AFSCME Ohio Council 8

Approved as to form:

Law Director

CERTIFICATION

STATE OF OHIO STATE
EMPLOYMENT RELATIONS BOARD
In the Matter of

Ohio Council 8, American Federation of State, County and

Municipal Employees, AFL-CIC,

Employee Organization,

and " City of

Toronto,

Employer. CASE NUMBER: 9Z-

REP-08-0169

CERTIFICATION OF ELECTION RESULTS AND OF EXCLUSIVE REPRESENTATIVE

Before Chairman Owens, Vice Chairman Pottenger, and Board Member Sheehan: November 5, 1992.

Pursuant to Ohio Revised Cod* Section 4117.07(0, the Board conducted a secret ballot election on October 22, 1992, for employees of the City of Toronto (Employer) In this appropriate unit:

Included: All employees of the City of Toronto Including Billing Clerk; Class 1 Operator; Collector; Driver—laborer; Income Tax Clerk; Mechanic; Operator? Truck Driver and Utilities.

Excluded: All management-level employees, professional employees, confidential employees, and supervisors as defined by the Act.

The results of the election are: Fourteen (14) votes Mere cast, twelve (12) votes were for Ohio Council 8, American Federation of State, County and Municipal Employees. AFL-CIO, and two (2) votes were for "no representative."

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. has received a majority of the votes cast and Is certified as the exclusive representative of all employees In the unit.

It Is so directed.

OWENS, Chairman; POTTENGER. Vice Chairman; and SHEEHAN. Board Member, concur.

DONNA OWENS, CHAIRMAN

You are hereby notified that an appeal nay be perfected, pursuant to Ohio Revised Code Section 119.12, by filing a notice of appeal with the Board at $5 East State Street, 12th Floor. Columbus, Ohio 43215-4213 and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this _) *5th* day of November 1992

NICHOLAS W. MENEDITS, EXECUTIVE DIRECTOR

WAGE SCALE

SANITATION DEPARTMENT

	0% EFFECTIVE 8/1/11	8/1/12	8/1/2013
DRIVER			
Hourly	$14.63	$14.63	$14.63
COLLECTOR			
Hourly	$13.89	$13.89	$13.89
STREET DEPARTMENT			
MECHANIC			
Hourly	$15.76	$15.76	$15.76
DRIVER/LABORER			
Hourly	$14.63	$14.63	$14.63

GENERAL LABORER

	Starting Rate	After Completion of 6 months	After Completion of 12 months
	2011-$11.63	$11.63	$11.63
	2012-$11.98	$11.98	$11.98
	2013-$12.34	$12.34	$12.34

UTILITIES OFFICE

COLLECTOR			
Hourly	$13.89	$13.89	$13.89
CLERK			
Hourly	$11.68	$11.68	$11.68

WATER DEPARTMENT

OPERATOR Hourly	$14.92	$14.92	$14.92
CHIEF OPERATOR/ OPERATIONS SUPERVISOR Hourly	$15.81	$15.81	$15.81

SEWAGE DEPARTMENT

MISCELLANEOUS EQUIPMENT OPERATOR Hourly	$12.34	$12.34	$12.34
CREW CHIEF Hourly	$13.53	$13.53	$13.53

WAGE SCALE
0% Effective

	8/1/11	8/1/12	8/1/13
WATER DEPARTMENT			
OPERATOR			
Hourly	$14.92	$14.92	$14.92
CHIEF OPERATOR/ OPERATIONS SUPERVISOR			
Hourly	$15.81	$15.81	$15.81
SEWAGE DEPARTMENT			
MISCELLANEOUS EQUIPMENT OPERATOR			
Hourly	$12.34	$12.34	$12.34
CREW CHIEF			
Hourly	$13.53	$13.53	$13.53

LETTER OF UNDERSTANDING

Pursuant to Article 37, Wages, nothing contained herein shall prohibit the representatives of the Employer and the Union from meeting at mutually agreeable time(s) during the term of this agreement to discuss the duties, responsibilities, and compensation of a Crew Leader/Chief in the M&R Department.

For the Employer

\signed Larry Coppa
\signed John Geddis

For the Union

\signed Jaladah Aslam
\signed Theodore Troski

Date 3-18-2011

OFFICIAL GRIEVANCE FORM

AFSCME LOCAL _____

STEP _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES F29