Local 92 CBA - 2021-2024

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF TOLEDO

AND

TOLEDO FIREFIGHTERS LOCAL 92

JANUARY 1, 2021 THOUGH MARCH 31, 2024

2125.01 Local 92 Recognition

The City hereby recognizes Toledo Firefighters Local No. 92 of the International Association of Firefighters, AFL-CIO-CLC, as the sole and exclusive representative of all employees of the ~~**Department of Fire & Rescue Operations**~~ **Toledo Fire and Rescue Department**, excluding those of rank or pay grade of Battalion Chief and over, for the purpose of bargaining with respect to wages, hours of work, and working conditions.

The City will neither negotiate with nor make bargaining agreements for any of its employees in the bargaining unit covered unless it be through duly authorized representatives of Local 92, I.A.F.F.

2125.02 Classifications

The classifications included in the bargaining unit are set forth herein and the salary group to which they are assigned is shown opposite the classification. Employees shall be paid in the salary group to which the classification is assigned in accordance with the wage rates set forth in Section 2125.84. New positions established below the rank or pay grade of Battalion Chief shall be included in the bargaining unit upon their date of establishment.

CLASSIFICATION	SALARY GROUP
Fire-Trainee	80
Fire-~~Private~~ **Fighter**	80
Fire-Fighter/Paramedic	80
Fire-Lieutenant	81
Fire-Captain	82
Fire Maintenance Bureau Supervisor	82
Fire Communication Bureau Supervisor	82
Fire Prevention Bureau Supervisor	82
Fire E.M.S. Bureau Supervisor	82
Fire Training Bureau Supervisor	82
Fire-#122 / Paramedic Supervisor	81
Fire Communication Shift Supervisor	81
Fire Prevention Administration Position	81
Fire Training Administrative Position	81
Fire- Arson Investigator	
Fire-Diver Fire-Boat Captain	
Fire-Driver	
Fire-Confined Space	
Fire-Haz-Mat	

A Fire-Trainee shall not be assigned to perform emergency firefighting duties until released from the Toledo Fire and Rescue Training Academy. A Fire-Trainee shall be trained in various phases of the

operation of the **~~Department of Fire & Rescue Operations~~ Toledo Fire and Rescue Department.**

The fire communications bureau, fire EMS bureau, the fire prevention bureau, and the fire training bureau shall each have a bureau supervisor. The fire chief shall designate a member from local 92 with the rank of lieutenant or higher to fill the position.

The fire communications bureau, fire EMS bureau, the fire prevention bureau, and the fire training bureau supervisor positions shall be bid. If a vacancy remains unfilled after the completion of the bids, the chief shall follow current practice to fill the vacancy.

A fire communications bureau shall have at least 6 shift supervisors. The fire chief shall designate members from local 92 regardless of rank to fill the positions. On or before December 31, 2020, the fire communications bureau shift supervisors will be reassigned to line operations and the shift supervisor positions will be civilianized.

The fire EMS bureau shall have at least 1 unit #122 / paramedic supervisor. The fire chief shall designate a member from local 92 regardless of rank to fill the position.

The fire administration may have at least four (4) administrative lieutenant positions other than bureau supervisor. The fire chief shall designate a member(s) from local 92 regardless of rank to fill these positions.

The administrative lieutenant positions shall be bid. If a vacancy remains unfilled after the completion of the bids, the chief shall follow current practice and transfer the least senior lieutenant into the position.

If fire unit #122/paramedic supervisor position remains unfilled after the completion of the bids, the chief shall transfer the least senior paramedic lieutenant into the EMS supervisor position.

If any of these designated positions are filled by a member who is not an officer, the position then would not be considered part of the total number of promoted positions within salary groups 81 & 82 that requires a total number of 120-123 positions.

Any member selected by the chief to the above mentioned positions, that is above their current pay grade shall have a probationary period of two (2) years. If the chief has cause to deem that the designee has not been able to fulfill the duties of the position the designee may be removed from that position and put back to their salary group prior to their designation. In the event there is a new fire chief of the department, any of the designated positions that are filled by a member above their current pay grade shall be up for review and changes may be made. This shall be done within one (1) year of the new appointment of the chief.

2125.03 Non representation; Probationary Period

The Union shall represent a new employee upon their completion of their first sixty (60) compensated workdays of employment in the Department, provided, however, that the Union shall not represent the employee in an issue pertaining to the acceptance or rejection of the employee during the remaining time of their probationary period, as fixed in section 2125.25.

The Union shall represent those new employees who have completed all training in advance of their first sixty (60) compensated workdays of employment in the Department.

The Union shall have the right to address any and all new trainees at some time during the first one hundred twenty (120) days of their employment while they are in attendance at their assigned duties. Such address is not to exceed two (2) hours and shall be for the purpose of informing new trainees of the existence of the Union and its function as representatives of the classifications included in the Bargaining Unit. Such address shall be scheduled through the Office of the Chief of Training.

2125.04 Listing of Employees

The City shall furnish the Union with three (3) copies (2 Union - 1 Trust) of a list of all new employees with the **~~Department of Fire & Rescue Operations~~ Toledo Fire and Rescue Department** indicating their starting date of employment, name, address and telephone number, within thirty (30) days of their starting date. The City shall furnish the Union with three (3) copies (2 Union – 1 Trust) of all current rosters of Department employees and shall make quarterly notification of any changes made therein.

2125.05 Union Dues Deduction

In recognition of the Toledo Firefighters Local No. 92 as the sole bargaining agent and to promote harmonious and stable relationships between the Bargaining Unit and the City, employees within the Bargaining Unit shall, within thirty (30) days of this agreement, or upon completion of the employee's first sixty (60) compensated workdays, whichever is later, either become members of the Toledo Firefighters Local No. 92 or share in the financial support of the Toledo Firefighters Local No. 92 by paying to the organization a service fee not to exceed the amount of the dues uniformly required of members of the Organization. The Union will establish a rebate procedure for fees deducted from non-members of the Association in accordance with O.R.C. 4117.09.

1. The City will deduct any arrears in unpaid Union dues, initiation fees, service charges, and equal assessments owed to the Union, as well as current Union dues, initiation fees, service charges, and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Deductions shall be made in half payments from the first two paychecks of the month for which current dues (payable in advance) and any initiation fees or service charges are due the Union. The City further agrees to remit to the Secretary - Treasurer of the Union, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein.

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

2125.06 Credit Union

The City agrees to deduct from the paycheck of the employees giving written authorization any monies directed by the employee to the authorized Credit Union.

2125.07 Payroll Deductions

The City agrees to deduct from the paychecks of employees giving written authorization any monies for Community Shares, the United Way, Local 92 Charities, Local 92 PAC, Toledo Fire Museum, the Toledo Fire and Rescue Foundation, and IAFF FIREPAC payroll deduction program and remit such withholdings to the proper authorities.

2125.08 Fireman’s Benevolent Association

The City agrees to continue to make deductions for the Toledo Firemen’s Benevolent Association on the same basis in the past and at the rate prescribed by the Association.

2125.09 Deferred Compensation Plan

The City will make available during the term of this agreement the opportunity for all employees who have completed their first sixty (60) compensated workdays to participate through payroll deduction in a deferred compensation plan (Section 401-K Plan or Section 457 Plan), developed and administered by a carrier designated by the City. Ohio association of professional firefighters 457 deferred compensation plan shall be a carrier designated by the city. It will be available beginning at the full implementation of the new payroll system. Each employee will be charged only for any loan origination fees.

2125.10 Pledge Against Discrimination and Coercion

The provisions of this Title of the Code shall be applied to all members of the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation or political affiliation. The failure of the City to apply this Agreement, without such discrimination, shall be subject to the provisions of the grievance procedure.

The City agrees not to interfere with the rights of the **~~Department of Fire & Rescue Operations~~**

Toledo Fire and Rescue Department employees to become members of the Union and to maintain such membership and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any employee acting in an official capacity on behalf of the Union. The Union recognizes their responsibility as the sole bargaining agent and agrees to represent all members in classifications included in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce any ~~**Department of Fire & Rescue Operations**~~ **Toledo Fire and Rescue Department** employee in an effort to recruit membership.

2125.11 Representation and Bill of Rights

(A) The present practice of recognizing union stewards in the various stations, offices, shop and bureaus shall be continued for the purpose of promoting a harmonious relationship between the fire fighters and the City.

Authorized representative(s) of the Union shall have the right to visit the premises at any time during working hours for the purpose of investigating working conditions and compliance with the terms of this Title of Code, providing such representative(s) reports their presence through the company officer, to a Chief Officer of the Department upon entering the premises for such designated purpose, and such visit is to be made in such a manner as to not disrupt the Department operations.

Local 92 shall be granted 120 days per year union release time for the purpose of attending out of town union business as determined by the president. There shall be no carry over, from year to year, of unused release time.

Local 92 shall give ten (10) business days notice of their intent to use release time unless conditions prohibit giving such notice.

Local 92 President or their designee will be granted full-time union release. The President or their designee shall have the ability to keep their current bid and maintain all bid rights.

(B)

- **1.** An employee has the right to the presence of counsel and/or a representative of the member's recognized bargaining unit and the right of cross-examination of all witnesses at disciplinary hearings requested before the chief of the ~~**Department of Fire & Rescue Operations**~~ **Toledo Fire and Rescue Department**, the safety director, civil service commission and/or before an arbitrator.
- **2.** An employee who is to be questioned as a suspect in any investigation of any criminal charge against the member shall be advised of the member's constitutional rights before any questioning starts.
- **3.** Before an employee may be charged with any violation of the division rules and regulations for a refusal to answer questions or participate in an investigation, the member shall be advised that their refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

- **4.** Any questioning or interview shall be conducted at a reasonable hour, preferably while the employee is working. Questioning sessions shall be for reasonable periods of time and time be allowed during the questioning for rest periods or for the other physical necessities.
- **5.** The employee shall be informed of the nature of the investigation prior to any questioning.
- **6.** When a single anonymous complaint is made against an employee and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to questioning or make a report.
- **7.** The department may divulge the fact that a particular employee is under investigation, but, may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the union when upon inquiry the department divulges the fact that an employee is under investigation.
- **8.** When an employee suspected of a violation is being questioned in a professional standards bureau investigation, such questioning shall be recorded at the request of either party.
- **9.** An employee who has been charged with a violation of any divisional policies, or rules and regulations, shall upon request be provided the opportunity to inspect and obtain copies of transcripts, recordings, written statements and any other materials as a condition to its use at a hearing on such Charge. Such request must be made forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived in the event of extenuating circumstances.
- **10.** No hearing that may result in dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least seven (7) calendar days prior thereto.
- **11.** Any evidence obtained in the course of a professional standards bureau investigation through the use of administrative pressures, threats, or promises made to the employee shall not be sued in any subsequent criminal court action.
- **12.** In the course of a professional standards bureau investigation, a polygraph examination will be administered only with the consent of the officer/firefighter under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination; such examination shall not be used in any subsequent criminal court action.
- **13.** When an employee is to be interviewed in an investigation of any other member of the fire division, such interview shall be conducted in accordance with the procedure established herein.
- **14.** Any officer/firefighter brought before the professional standards bureau unit for investigation, has the right, upon request, to have present an attorney and/or a union representative. Any information divulged at said hearing shall remain confidential.
- **15.** If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure.

2125.12 Bulletin Boards

City agrees to furnish, maintain, and locate bulletin boards in each station, bureau, shop and office for the use of the Union to post notices relative to legitimate Union affairs. Additionally, the Union shall be granted a daily conference call relative to legitimate Union affairs. Articles posted on these organizational boards should be approved by an authorized representative of Local #92. The City or its representatives shall maintain the right to remove materials which are unauthorized and/or extremely distasteful or disruptive, e.g., racially or sexually motivated articles, comments, or pictures. Materials removed by the City representative are to be turned over to Local #92 at the earliest possible date. Prior to the removal of these materials, (when practicable) a Local #92 representative shall be notified.

2125.13 Negotiations

The Firefighters are entitled to have four (4) representatives (excluding the President and the Administrator of the Health Plan) released for contractual negotiations. The members of the Firefighter bargaining team shall receive seventy-five (75) days release time prior to the expiration of this agreement. The bargaining team members will remain on release until the agreement is ratified by the respective parties. Any other release time for preparation of the latter shall be as needed with any dispute over release time being resolved with an agreed upon third party on an expedited basis.

2125.14 Grievance Representatives

There shall be named, by the Union, a grievance committee chairman with three (3 grievance representatives on each platoon.) These names shall be submitted to the Chief’s office within seven (7) days after their selection.

2125.15 Grievance Procedure

A grievance hereby is defined to be any controversy, complaint, misunderstanding or dispute arising from the interpretation, application or observance of any of the provisions herein or any supplement hereto. If the Union or an employee has a grievance, complaint or dispute, it shall be handled in the following manner.

For the purpose of this section, the term “days” is defined as Monday through Friday, weekends and holidays excluded. However, any reference to “calendar days” will include holidays and weekends.

When an employee has a grievance, they shall notify the Grievance Representative of the Union within seven (7) days of the occurrence or knowledge thereof. The grievance shall be in writing on a mutually agreed upon grievance form and must contain the date of the occurrence, who was involved, and the

section of the contract violated, if applicable, along with as much information as possible as to the grievance. The grievance representative shall submit the grievance to the step above that at which the grievance occurred, except when the grievance arises from actions at the Fire Chief's level or above, then the grievance will be submitted at Step Two.

- **STEP ONE:** The grievance shall be submitted to the Fire Chief or their designee who shall attempt to settle the grievance within seven (7) days. The written answer of the Chief or their designee shall answer the specific allegations raised in the grievance and add whatever information they feel is pertinent to the grievance. If the answer of the Chief or their designated representative is not satisfactory, then the employee/Union shall have seven (7) days to decide if they wish to take this grievance to the next step.
- **STEP TWO:** If the grievance is appealed to Step Two, the Union shall submit the grievance, in writing, to the Directors of Public Safety who shall attempt to settle the dispute and provide a written answer within seven (7) days. In complex cases the Association President may request to meet with the Safety Director or their designee to explain the grievance when it is submitted. If a meeting is agreed upon, the time frame for responding shall be extended to seven days after the meeting.
- **STEP THREE:** If the answer of the Directors of Public Safety is not satisfactory, then the Union Executive Board may call for binding arbitration. If it is the decision of the Union to appeal the grievance to arbitration, the Union shall so notify the Director of Public Safety and the Fire Chief in writing within sixty (60) calendar days after the Step Two answer has been received by the Union. Failure to provide written notification within sixty (60) calendar days shall constitute a violation of Section 2125.16 "Default in Answer."

The name of the arbitrator will be selected from a panel requested from the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association (AAA) or the Labor Management-Citizens Committee, whichever service is mutually agreed upon. If the parties cannot agree upon a service, then FMCS will be used. Within seven (7) work days after selection of the service, either the City or the Union shall request a panel of seven (7) names from the appropriate service. Upon receipt of the panel, both parties shall meet within seven (7) working days to select the arbitrator using the alternative strike off method.

The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit a full presentation of the evidence and arguments of the parties. The cost of any stenographic record of the proceedings shall be paid by the party requesting such record. If there is no stenographic record, then the Arbitrator shall make an appropriate record of the proceedings. Normally, the hearing shall be completed in one (1) day. In unusual circumstances and for good cause shown, the Arbitrator may extend the hearing, within five (5) workdays. There may be post hearing briefs at the request of either party.

The Arbitrator may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence. The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered. When both sides have completed their presentations, the Arbitrator shall ask whether either party has any further evidence to offer or witness to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.

The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties, not

later than thirty (30) calendar days from the date of the hearing or the date on which the briefs are submitted, whichever is later. The awards shall be in writing and shall be signed by the Arbitrator.

The expenses of non-City employee witnesses for either side shall be paid by the party producing such witnesses. City employees called as witnesses shall be paid if called during normal working hours.

The Arbitrator shall interpret and apply these rules insofar as they relate to the Arbitrator's powers and duties. The decision rendered by the Arbitrator shall not be precedent setting but will be final and binding on the specific issue involved. Cost of the Arbitrator shall be borne by the loser.

Issues that were resolved as a result of grievances filed prior to the date of this agreement may be raised as an indication that a prior history exists (past practice) on grievances filed on similar matters during the term of this agreement.

Delivery of grievances and grievance answers shall be at the secure location provided at department headquarters or by fax or email, to be followed up by written acknowledgment of receipt.

All resolutions of grievances shall be in writing, signed by both parties; the City shall forward these agreements to all parties necessary to implement the award.

The foregoing timelines may be shortened or extended by mutual agreement of the parties. Further, the Parties agree that timelines may be extended by mutual agreement to discuss issues prior to filling a formal grievance.

Complaint Procedure

A complaint procedure is hereby established to resolve all matters that are not a direct violation of a specific section of this agreement. These complaints shall be forwarded to the Chief, in writing, for ~~his~~ **an** initial resolution, using the grievance procedure as an outline as to procedure.

If the complaints cannot be resolved with the Chief, they will be presented to a mutually selected Umpire, whose decision shall be binding on the parties.

The decision of the Umpire shall not be then subject to the grievance procedure section 2125.15.

The parties will establish with the Umpire the procedures for filing, hearing and processing the complaints.

Additionally, if a question arises under 2125.15 as to whether a prior grievance is a past practice or not, the Umpire will resolve this matter prior to a formal grievance being presented.

If the mutually agreed upon Umpire is to be replaced and the parties cannot mutually agree on a successor Umpire, then the current Umpire shall name their own successor.

2125.16 Default in Answer

In the event that the City fails to answer a grievance within the time required at any step of the

grievance procedure, or if the Union fails to appeal the answer given to the next step of the grievance procedure within the time allowed, then the grievance shall be considered settled against the side which has defaulted. However, any of the time limits in the grievance procedure may be extended by mutual agreement; such agreement shall be in writing and initiated by the requesting party. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

2125.17 Emergency Condition

Where there is an emergency condition, upon mutual agreement between the person who should answer the grievance at each step and Local 92, any step or steps in this procedure may be combined to accelerate the resolution of the emergency condition. Each person responsible to answer at each step shall make an immediate decision as to whether the grievance is to be advanced. When there is an agreement at the Second Step that an emergency condition exists, it shall proceed as an emergency through the remaining steps of the grievance procedure.

2125.18 Retraining/Counseling

Counseling is not a disciplinary step and should not be used when employees are in direct violation of Department guidelines, policies, rules, and procedures. Counseling shall be regarded as a suitable step of retraining with employees whom, by their actions, lack understanding of department guidelines, policies, rules, and procedures. It is to be understood that counseling is to be considered retraining, and shall not be used in a punitive nature (i.e. considered negatively when the member is being considered for promotion or transfer).

When it becomes necessary for an officer to counsel an employee, it shall be done in private in a manner which will not cause embarrassment to the employee. The employee shall be made aware that a record of such counseling is being maintained in the supervisor’s files or records, and the employee shall be given a copy of the supervisor’s notation. The employee shall acknowledge receipt of same by signing and dating the original copy.

All counseling records shall be removed from files after a period of one (1) year from the date of issuance.

2125.19 Written Reprimands

When minor infractions occur, a written reprimand may be issued by a superior officer to a subordinate. Such reprimand shall not be issued without the approval of the Battalion Chief. A meeting shall be held between the affected member, the issuing officer, and a Chief Officer from the Bureau which the reprimand is generated. The affected member shall have union representation at this meeting if desired.

If the member so chooses, during this meeting, the reprimand shall be reduced to charges and pursued through the disciplinary process. The member may, within five (5) days or two (2) work tours, request a review of the reprimand by the Deputy Chief in charge of that platoon or bureau. The Deputy Chief's decision shall be final.

If a written reprimand is issued by a Battalion Chief, it shall be reviewed by the appropriate Deputy Chief within five (5) days or two (2) work tours.

Upon the approval of the Deputy Chief, notice of the written reprimand shall be forwarded to the Fire Administration and recorded on the disciplinary record of the affected member. At the same time the signed written reprimand is forwarded to the Fire Administration a copy shall be sent to Local 92. This reprimand shall remain a part of the disciplinary record for a period of one (1) year.

In the event that the procedure as set forth in this section is not followed, then the charges against the member will be dismissed without prejudice.

Written reprimands shall be issued within the time frames required for the issuance of charges as specified in Section 2125.20, "Suspension or Disciplinary Action".

2125.20 Suspension or Disciplinary Action

When a member is to be suspended or disciplined, the Fire Chief shall have the charges reduced to writing. One (1) copy shall be delivered to the Local 92 President or their designee, within fifteen (15) office days of the occurrence or knowledge thereof, or within thirty (30) office days if the Department has a legitimate need for additional time to complete its investigation. If the latter time is taken, the Department shall notify the Union why it is being taken. However, approval is not required provided the charges are brought within the thirty (30) day period. Delivery to the union president or their designee shall be deemed to have occurred if hand delivered, faxed, or emailed (with follow-up communication in writing) to the union hall. A second copy shall be delivered to the member. Delivery shall be deemed to have occurred if charges are hand delivered or in the event hand delivery fails (at work at the member's last address of record), placed in the U.S. Mail (certified, return receipt requested), with a certification of mailing to be completed by the individual who mails the copy. Where resort to U.S. Mail occurs, the date of posting shall control and a written certification shall be provided to the Hearing Officer stating the date of mailing and address to which mailed. In the event of pending civil or criminal matters, the above time frames for conducting an investigation may be extended until the conclusion of such litigation.

For the purpose of this section, days are defined as official office days, Monday through Friday, weekends and holidays excluded.

There shall be no press release by the City or the Association regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.

Any member called to the Chief's office for disciplinary action or where such action shall be discussed shall be afforded the right to have Union representation and/or Union legal counsel to be present, at the discretion of the Union. If so desired, one or both shall be obtained prior to such hearing.

A hearing shall be held on a date and time mutually agreed upon not more than fourteen (14) days, nor sooner than seven (7) days from the date of the charges. In the event the hearing cannot be scheduled within these time frames because of the absence of the member or the Chief or their designated representatives for any reason, then it shall be held within seven (7) days after the return of the member and/or Chief and their designated representatives.

In rare circumstances, when an employee has a pending hearing and is on sick pay for thirty (30) days, a hearing may be scheduled by the City. The Department shall make three (3) attempts via certified mail/home visit to schedule a hearing. The member will be given the option to attend the hearing in person or via phone with a union representative and/or attorney present. If the member does not participate in a scheduled hearing on the City's third attempt, the hearing will be held without the member. The Parties agree that a member's lack of participation in the hearing cannot be grieved.

The Fire Chief or their designee shall hear the evidence in support of the charges and the evidence in defense of the charges and shall endeavor to ascertain the truth of the charges. The Chief shall take whatever disciplinary action is merited based on the evidence that was heard. The decision of the Chief or their designee must be rendered within (15) days of hearing, unless both parties are in agreement of an extension of this deadline.

If the Chief has suspended a member of the bargaining unit, then the Chief shall forthwith, in writing, certify to the Director of Public Safety the fact of such suspension. Within fifteen (15) days from receipt of such certification, the Director of Public Safety shall proceed to inquire into the cause of the suspension as provided in Section 143 of the Charter of the City of Toledo. The Director of Public Safety may conduct a hearing on the suspension and the member shall be represented at such hearing as is provided above.

In the event of an appeal hearing, the appellant shall waive the fifteen (15) day limitation imposed in Section 143 of the Charter of the City of Toledo and a hearing date will be established at a time mutually agreeable to the Administration and the employee.

The Director of Public Safety or their designee shall render judgment and take action within fifteen (15) days of the start of the inquiry.

The decision of the Director of Public Safety may, at the request of the employee, be appealed to the Civil Service Commission as provided in Section 144 of the Charter (within ten days from and after the filing) or, at the discretion of the Union, be submitted to final and binding arbitration.

In the event that the procedure as set forth in this Section is not followed, then the charges against the member will be dismissed without prejudice.

2125.21 Suspensions

Any Rule or Order which designates suspensions as a penalty for its violation shall be clearly written and shall be detailed as to the number of days (hours) suspension applicable and the number of violations necessary for such suspension(s). Suspensions shall be served by the member on the same schedule that the member was on when they were suspended (line personnel -48 hrs. and staff personnel -40 hrs.)

An employee receiving a suspension of twenty-four (24) hours or more within a twelve (12) month period shall forfeit their right to the transfer (bid) procedure in Section 2125.54 for a twelve (12) month period, commencing at the date of the safety director's finding.

An employee shall forfeit their right to act in the capacity above their current rank if their disciplinary record would disqualify them from promotional eligibility

At the request of the employee they will be given the option of reducing vacation or comp time hours in lieu of serving the suspension with a loss of pay. This action will not be considered as overtime.

2125.22 Personal Service Records

All Firefighters shall be permitted to review their Personal Service Records and shall receive a copy of all additions thereto. The Personal Service Record of a Firefighter shall be cleared of any offenses in accordance with the following schedule:

- **a)** All reprimands shall be removed from the Personal Service Record after one (1) year from the date of the reprimand.
- **b)** All suspensions of less than thirty (30) days shall be removed from the Personal Service Record after three (3) years from the date of the suspension.
- **c)** Any suspension of thirty (30) days or more, shall be removed from the Personal Service Record after five (5) years from the date of the suspension.
- **d)** Suspensions, as set forth in (b) and © above, may be removed after two (2) years from the date of the suspension at the discretion of the Chief.

The City shall only retain disciplinary records (including but not limited to records contained in the personnel service file and investigative files) for the time periods set forth in the following schedule:

The above period shall commence upon issuance of the Safety Director's decision, or in investigations resulting in a reprimand or in a finding of exonerated, non- sustained, or unfounded, upon such finding. Commencing January 1, 1991, and thereafter all disciplinary records maintained by the City that exceed the above retention schedule shall be destroyed. The City may maintain a statistical record showing numbers, types, and levels of discipline and a statistical profile of members disciplined, but shall not maintain any records identifying individual members beyond the specified periods.

2125.23 Relief from Duty

No member of the Bargaining Unit shall be relieved from duty without first being afforded a hearing as provided in Section 2125.20 except where it is necessary to immediately relieve the member from duty for the safety and welfare of the community, or to preserve the good order and discipline of the Department. If a member is unable to work prior to hearing, due to incarceration, loss of license or

certification, the member will have the choice of using vacation time, comp time, or being taken off payroll. Uncompensated time will be credited toward any discipline given.

2125.24 Drug and Alcohol Testing

1. Policy: Statement

The Toledo Fire and Rescue Department recognizes illegal drug usage and abuse of alcohol as a threat to the public safety and welfare and to the employees of the department. Thus, the Toledo Fire and Rescue Department will take the necessary steps, including drug and alcohol testing, to eliminate illegal drug usage and alcohol abuse. The goal of this policy is prevention and rehabilitation rather than termination.

2. Definitions

The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.

The term “illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

3. Notice and Education of Employees Regarding Drug and Alcohol Testing

All employees will be informed of the Department’s drug and alcohol testing policy before testing is administered.

Employees will be provided with information concerning the impact of the use of drugs and alcohol on job performance. In addition, the employer will inform the employees of the manner in which the tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, and the consequences of testing positive for illegal drug use or alcohol abuse. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

4. Basis for Ordering an Employee to be Tested for Drug or Alcohol Abuse

Employees may be tested for drug and/or alcohol abuse one time per calendar year and under any of the following conditions:

1. Where there is reasonable suspicion that the Firefighter to be tested is using or abusing illegal drugs and/or alcohol. Where the Chief orders the test, they shall give their “reasonable suspicion” reasons for requiring the test(s) prior to testing in writing. Such report shall be confidential, but a copy will be given to the employee.

2. Those firefighters on a promotional eligibility list may be tested prior to promotion. Members may be tested prior to being added to the Lucas County Drug License. Random or mass testing is prohibited. All orders requiring employees to submit to drug and/or alcohol testing shall be in writing setting forth the reasonable suspicion before the testing is ordered.

3. After any vehicular accident, involving a City vehicle, in which an employee is the driver, the employee may be tested for drug and/or alcohol abuse at the Chief's discretion.

5. Urine Samples

Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

For a firefighter who tests positive, a professional medical interview with the employee will serve to establish use of drugs currently taken under professional medical supervision.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tests. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered, but the exercise of such right shall not unreasonably delay the collection of the sample. For alcohol tests, "unreasonable delay" means twenty (20) minutes or more; for drug tests, "unreasonable delay" means two (2) hours. The city shall notify the union if the administration knows in advance drug or alcohol testing will take place.

6. Alcohol Testing Procedures

An initial positive level of .04 grams per 210 L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. **An Evidentiary Breath Test (EBT) is used to confirm any initial positive test result**. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the member's personnel file. Only members with screen test results that are positive on the initial **breath** screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per ~~100 mL~~ 210 L of ~~blood~~ **breath**. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

In the event of an accident where an employee has a "whole blood" alcohol drawn at a medical treatment facility, a result of equal to or greater than .04 grams per 100 mL of blood shall be considered to be a verified positive result.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

7. Drug Testing Procedures

The laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing.

The testing or processing phase shall consist of a two-step procedure.

- **i.** Initial screening step, and
- **ii.** Confirmation step. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive; rather it will be classified as confirmation pending.

Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year.

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such.

All test results shall be evaluated by a suitably trained physician, or a person with a Ph.D. in chemistry or a related science, or the equivalent in related education or experience, prior to being reported.

All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality.

8. Screening Test Standards

The lab shall use an immunoassay which meets the requirements of the food and drug administration for commercial distribution. The following initial immunoassay test cutoff levels shall be used when screening urine specimens to determine whether they are negative for the eight (8) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites	50ng/mL
Cocaine metabolites	~~300~~ **150**ng/mL
Opiate metabolites*	2000ng/mL
Phencyclidine	25ng/mL
Amphetamines	~~1000~~ **500**ng/mL
Methaqualone	200ng/mL
Benzodiazepines	300ng/mL
Barbiturates	200ng/mL
Oxycontin	100ng/mL
Ecstasy	500ng/mL

*If immunoassay is specific for free morphine, the initial testing level is 25ng/mL (these numbers may be revised by the city to remain consistent with HHS guidelines.) Confirmatory test standards. All urine specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis.

Confirmatory Test Levels

Marijuana metabolites*	15ng/mL

Cocaine metabolites*	~~150~~ **100**ng/mL
Opiates: morphine	2000ng/mL
Codeine	~~300~~ **2000**ng/mL
Phencyclidine	25ng/mL
Amphetamines: amphetamine	~~500~~ **250**ng/mL
Methamphetamine	~~500~~ **250**ng/mL
Methaqualone	200ng/mL
Benzodiazepines	300ng/mL
Barbiturates	200ng/mL
Oxycontin	~~50~~ **100**ng/mL
Ecstasy	~~300~~ **250**ng/mL

*Delta 9 Tetrahydrocannabinol 9 Carboxylic Acid

*Benzoyl ecgonine (These numbers may be revised by the city to remain consistent with HHS guidelines.)

Testing for other prescription drugs. Any tests for prescription drugs not listed above shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the city in accordance with the standards established by this contract or HHS standards, if any.

9. Limitations

All drug and alcohol testing shall occur while the employee is on duty.

10. Disciplinary Action

Members, who, as a result of being ordered to be drug tested, are found to be abusing drugs may be subject to dismissal. Members, who, as a result of being ordered for alcohol testing, are found to have .04 and above blood alcohol content will be subject to discipline and/or evaluation. If a member is found to have a 0.02-0.039 blood alcohol content, member shall be sent home without being subject to discipline. The member must utilize vacation time, comp time or be placed off payroll. After 8 hours member may choose to have a repeat alcohol test and return to duty. Refusal to submit to a drug or alcohol test, adulteration of or switching a urine sample may also be grounds for dismissal.

11. Right to Appeal

A member disciplined as a result of a drug or alcohol test has the right to challenge the results of such drug or alcohol test through the disciplinary appeal procedures.

12. Voluntary Participation in a Dependency Program

A member may voluntarily enter a chemical dependency program. This may be done through the Employee Assistance Program or by direct contact with the other providers of such services. Knowledge gained by the employee’s voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline. Information regarding treatment of employees in chemical dependency programs shall remain confidential and shall not be released to the public. A firefighter shall be allowed to use sick time or any other accumulated leave to enter into an in- patient

treatment program.

Although a member will not be subject to disciplinary action where they voluntarily ~~submits~~ **submit** to treatment, prior to the administration's knowledge of the dependency as discussed above, the Department reserves the right to ~~insure~~ **ensure** that the member is fit for duty. A member found temporarily unfit for duty because of drug or alcohol abuse shall be treated as are those similarly situated, i.e., sick leave, temporary reassignment, if available.

13. Duty Assignment After Treatment

Once a member successfully completes rehabilitation and is fit for duty, the member shall be returned to the regular duty assignment. Reassignment during treatment shall be at the discretion of the Chief, based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be imposed as a condition of continued employment. Once treatment and any follow-up care is completed, at the end of two years the records of treatment and positive drug test results shall be retired to a closed medical record. The member shall be given a fresh start with a clean administrative record, except that discipline records shall be retained as is provided for in Section 2125.22.

14. Right of Association Participation

At any time, a member shall be afforded the right to union representation, the Union, will have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

15. Held Harmless

This drug testing program is initiated solely at the behest of the employer. The Toledo Fire and Rescue Department shall be solely liable for any legal obligations and costs arising out of employees' claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any employee's constitutional rights.

The employer is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

2125.25 Seniority; Probationary Period

Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the date of hire. All new employees shall serve a probationary period of one hundred (100) tours after completion of the Fire Academy. Employees who have worked one hundred (100) tours after completion of the Fire Academy shall be known as permanent employees and the probationary period shall be considered as part of their seniority time.

2125.26 New Employee Fringe Benefits

No Fire Trainee shall receive any fringe benefits, other than hospitalization and coverage for industrial disability and pension as established in the State of Ohio, during the first sixty (60) compensated workdays of their employment with the Department. However, provision shall be made for their coverage, by self-payment of appropriate fees, for other types of insurance which are available to other employees.

2125.27 Seniority; Regular Employee

Seniority shall be established as of the date of the employee's appointment to the **~~Department of Fire & Rescue Operations~~ Toledo Fire and Rescue Department** and shall be the total length of their continuous service after that date. Seniority shall be used for, but not limited to, the purpose of determining layoff and recall (from layoff) rights and the eligibility to take promotional examinations in the Department. Where more than one employee has been appointed on the same date, then their seniority shall be in accordance with their position on the original appointment list.

Seniority for lieutenants and captains shall be based on the date of promotion.

Paramedic seniority for those hired before January 1, 2009 shall be from the date of state certification. Where more than one employee has been certified on the same date, then their seniority shall be in accordance with their position on the original appointment list. For employees hired with prior paramedic certification, paramedic seniority shall commence on the date that they are first used in that capacity. Seniority for vacation or Kelly Days selection shall be based on the date of hire.

For employees hired after January 1, 2009, salary group 80, Line transfers, bids, vacation day and Kelly days shall be based on date of hire.

2125.28 Military Service Benefits

(A) Seniority During Military Service

Regular employees who leave the service of the City to enter that of the United States Armed Forces, or the services of the U.S. Maritime Commission, or who are drafted by the United States Government for civilian service, will upon their return within ninety (90) days from the release of such services, be granted all seniority rights as if continuously employed by the City during such service.

Sick days and other benefits to which such employee is entitled, accrued prior to the date of the employee's entrance into the military service shall be preserved until their return to City employment. Whenever vacancies occur in the classified service by reason of military leaves of absence, appointments may be made for the duration of the emergency or earlier return to service of the employees granted such leaves for military service. All such appointments shall be subject to the priority rights of the

permanent employees granted military leave.

(B) Military Leave

An employee who is called into military service shall be placed on an approved leave of absence during the period of time that they are required to serve. Upon discharge, the employee shall have ninety (90) calendar days to report back to the City to be reassigned in accordance with the law. The employee shall accrue seniority while on such leave as provided in this Title of the Code.

(C) Military Pay

When an employee is called for short term military leave, including weekend drills, it shall be defined as an active duty military assignment issued by the President of the United States, an act of congress, or a state of emergency as ordered by the governor of the state of Ohio (excluding voluntary duty) for a period of less than 51 days (either continuous or interrupted) or 408 hours in any calendar year. When an employee is called to active duty with their assigned military unit (excluding voluntary duty), they are entitled to a leave of absence from their respective city position without loss of pay for the time they are performing service in the uniform services. They shall receive 51 days or 408 hours per calendar year of city paid military leave. While on military leave, the city shall continue all employer benefit coverage including: vacation and sick leave accrual allowance, lump sum and stipend payments, pension contributions and spouse and dependent health care coverage. An employee shall qualify for short term military leave coverage even if the leave is not for a one month continuous military assignment. An employee shall be entitled to all pay (both city and military) received during their short term military assignment. This pay is not for the purpose of attending monthly organizational or training meetings in a reserve unit.

Long term military leave shall be defined as a military duty assignment that exceeds fifty-one (51) days (either continuous or with interruption) or where a short term military leave assignment extends beyond the fifty-one (51) days. When an employee’s military duty exceeds the short term leave period specified above because they have been called to active duty as a result of an executive order issued by the president of the United States, an act of congress, or a state emergency as ordered by the governor of the state of Ohio, they shall be paid the difference between their regular rate of pay that they would have received pursuant to the contract, and the base pay they received from the military, for such a period. The city shall continue all employment benefit coverage for said employees during this period, to include: vacation and sick leave accrual, allowance, lump sum and stipend payments, pension contributions, and spouse and dependent health care coverage. This provision is intended to provide all employees, called to active duty as described, with the same amount of pay and benefits they would have received had the need for their military service not arisen. Payment and benefits shall be made to employees from the date of absence as a result of active military duty until they return to city employment and payroll.

(D) Military Drill Absence

The employee upon submitting their military training schedule for the following year shall be granted the right to use their vacation time and/or trades with themselves to cover their training absences.

2125.29 Seniority during Industrial Disability

A permanent employee who is unable to work because of industrial (service connected) disability shall accumulate seniority and all other benefits as a permanent employee during this period of sickness or disability not to exceed two (2) years duration, unless by mutual agreement this period is extended in writing.

2125.30 Promotions

Upon the expiration of the current Lieutenant ~~eligible list established on November 16, 2016~~ and ~~the~~ Captain eligibility list**s** established ~~December 21, 2016~~, **April 7, 2021** the following shall apply.

Promotion from the list established by the Civil Service Commission for Lieutenant shall be limited to those who have completed seven (7) years of service with three (3) of those years dedicated to line fire operations (not staff / life squad) with the Toledo Fire and Rescue Department. Promotion from the eligible list established by the civil service commission for Lieutenant for those members hired after 1/1/2002 shall be limited to those who have completed seven (7) years of service with three (3) of those years dedicated to line fire operations (not staff / life squad) and have completed ~~one (1) year~~ **one hundred (100) working tours** assigned to a life squad, with the Toledo Fire and Rescue Department.

Promotion from the eligible list established by the Civil Service Commission for Captain shall be limited to those who have completed three (3) years of time in grade as a Lieutenant with one (1) of those years dedicated to line operations (not staff) with the Toledo Fire and Rescue Department.

In order to be eligible to take the written test, the candidate must be eligible for promotion, based on seniority and discipline, within two (2) years of the date of the written test.

Completion of an officer's curriculum as set forth through the Toledo Fire and Rescue Training Academy will be required prior to date of promotion. (A joint committee comprised of 2 representatives from Local 92 and 2 representatives from the Fire Administration will determine the officer's curriculum and its implementation prior to the next promotional process.)

Promotional criteria shall be comprised of four (4) parts:

- 1. A Written Exam (Pass / Fail), 10% of composite score
- 2. An Assessment Center / Oral Board (60%)
- 3. Seniority (15%)
- 4. Discipline (15%)

The Parties agree that the promotional process may be reviewed as needed. The Promotional Process Committee shall convene to evaluate, modify, or revise this process. Revisions shall not be arbitrary or capricious.

Written Examination

The written examination shall be a knowledge-based examination. The written examination questions

shall include questions derived from the in-house materials and books from the Ohio Fire Chiefs Promotional Book List as described below and selected by the Promotional Process Committee. It shall include in-house material such as the following, but not limited to:

- Department Procedure Manuals
- Department Rule Book
- Toledo Municipal Code Chapter 2125 (Local 92 Collective Bargaining Agreement)

Additionally, a Promotional Process Committee shall choose up to three (3) books from the Ohio Fire Chiefs Promotional Book List. The required study material will appear on the promotional announcement.

A Promotional Process Committee shall be formed and consist of:

- The Fire Chief or designee
- Local 92 President or designee (not involved in the process)
- Human Resources Director/Commissioner or designee

The Promotional Process Committee shall meet ~~six (6)~~ **three (3)** months after the establishment of the previous promotional eligible list to mutually determine ~~and post~~ **the** material for the next promotional exam. **The material will be posted within 3 months thereafter.**

The Promotional Process Committee shall meet to mutually agree upon the exercises, and weighing of those exercises, within the assessment center, it is also agreed that the tactical portion must be an exercise and must be weighted at 50% or more.

Candidates will be given at least thirty (30) days' notice of the date and time of their assessment center evaluation.

Assessment Center

Only those candidates who have passed the written exam with a 70% or higher are eligible to advance to the assessment center portion of the promotional process.

The assessment center will utilize a minimum of three (3) of the following types of exercises typically found in assessment centers:

- In-Basket
- Problem Solving/Analysis
- Written and Oral Resumes/Structured Interviews Role-Playing
- Memo/Report Writing
- Oral Presentation/Plan Preparation Staff Meeting
- Special Event/Operations
- Incident Scene Management / Tactical *
- Any other exercises as mutually agreed upon by the Promotional Process Committee

*Must be one of the three exercises **and weighted at 50% or more of the assessment center score.**

To be eligible for promotion, the candidate must complete the following three (3) criteria on the assessment center:

- 1) A candidate must score a 70% or greater on ~~more than~~ **at least** half of the assessment center sections.
- 2) A candidate must score a 70% or greater on the tactical section.
- 3) The candidate must score at least a 70% overall composite score.

The City of Toledo will provide a training component, which is optional to the members, in order to better prepare the candidates for the assessment center.

The assessment center evaluators shall be comprised of fire service personnel who are not currently affiliated with the City of Toledo nor are former employees of the City of Toledo.

Any changes to the civil services rules and procedures as set forth in the promotional selection process shall be submitted to the union for review.

Seniority

A candidate's seniority will count 15% towards their overall composite score. Seniority points for a promotion to Lieutenant will be based on completed years of service. Seniority points for a promotion to Captain will be based on completed years in grade. For both Lieutenant and Captain promotions, the points for seniority will be calculated as follows:

- # Of completed years x .6 = seniority points*
- *Years 25 and above, maximum points are 15 (25 x .6 = 15)

Discipline

All candidates for Lieutenant and Captain promotions will start with fifteen (15) points towards the composite score for discipline, subtracted from that will be one (1) point for every eight (8) hours of suspension on record. If a candidate has over fifteen (15) days of suspension, the candidate is not eligible for promotion until that suspension time drops off. Suspension time is considered time imposed, not just time served, and one (1) suspension day equals eight (8) hours. This process is for both Lieutenant and Captain promotions.

Candidate Selection

Once the process is complete, a promotional eligible list will be established. Candidates shall be ranked by final composite scores from highest to lowest. Promotions shall occur in the order of the promotional eligible list.

In the event two (2) or more candidates have identical final composite scores, the Chief shall have the discretion to choose.

Review of Candidate Selection

To ensure that the selection of candidates for promotion has been based upon objective and documentable data, a monitoring of the selection process shall be required.

The monitoring panel for the fire promotion procedures shall be comprised of:

- The Fire Chief or designee

- Local 92 President or designee (not involved in process)
- Human Resource Director/Commissioner or designee

2125.31 Layoff and Recall Procedure

When it becomes necessary, through lack of work or funds, to reduce the force in the **Toledo Fire and Rescue** Department**,** ~~of Fire & Rescue Operations,~~ the employee with the least Departmental Seniority shall be laid off first. **A senior member within the same classification will be allowed to volunteer to take a layoff in the stead of a less senior member, if they so desire.**

When a position above the rank of Fire Private is abolished, then the person with least amount of service in the rank to be reduced shall be demoted first. Provided the employee affected has been permanently certified to the position, they shall then displace the employee in the next lower rank who has the least amount of service in that rank. This process shall continue to repeat itself until such time as the rank of Fire Private shall be reached, at which point the Fire Private with the least amount of continuous service in the Department shall be the one laid off.

Should a position in the Department be recreated or reestablished or should a vacancy occur through any cause within the term of this agreement consistent with Civil Service policy, then the employee with the most Departmental seniority in the Department among the employees laid off shall be entitled to the position providing they were at the date of their layoff a regular and permanently certified employee at the rank in which such vacancy has occurred, or higher.

The City shall notify Local 92 Thirty (30) days prior to the effective date of any layoffs. A notice shall include the names of the members affected.

2125.32 Filling Vacancies in Promoted Ranks

Permanent Vacancies: Effective January 1, 1997 and thereafter through the life of this contract, the total number of budgeted positions within salary groups 81 and 82 shall not be less than 120-123. All vacancies shall be filled within thirty (30) days provided there is an eligibility list available unless there has been a reduction in budgeted manning levels which reduces the number of Fire Companies in service. In the event that there is no list available at the time the vacancy occurs, then the vacancy shall be filled within thirty (30) days after the list has been established. A promoted officer shall be in a promotional probationary period for forty-five (45) on-duty tours of duty, or for officers promoted to a position on a regular forty (40) hour work schedule, one hundred twenty (120) days of actual work in their former rank during this period, they shall be reinstated to their former rank. In the event the officer is found to be unsuited for the work of the new rank, they shall be afforded a hearing in the Chief’s office. The employee who has been reduced in rank shall have the right to appeal the action of the Chief in reducing them through the third step of the Grievance Procedure.

Calculations for a Vacant Position

So long as there is an eligibility list, promotions required as a result of the staffing requirements in Section 2125.02 “Classifications” shall use the following recalculation date: The effective date on the PAF2 of the highest ranked position, within this bargaining unit, which causes the subsequent promotions, shall be used as the date for recalculating the composite score based on updated seniority and discipline points. The recalculations will not be retroactive. The Monitoring Panel (as referenced in Section 2125.30 “Promotions”) shall meet within five (5) business days (as that term is defined in Section 2125.20 “Suspension or Disciplinary Action”) to review the selection. For purposes of the promotion, the date the Monitoring Panel meets will determine seniority and back pay minus any acting time.

All other promotions outside of the staffing requirements in Section 2125.02 “Classifications” shall use the following recalculation date: The date of the final approved requisition shall be used as the date for recalculating the composite score based on updated seniority and discipline points. The recalculations will not be retroactive. Further, the member’s seniority shall be considered the effective date of promotion.

(A) Temporary Vacancies: All temporary vacancies in the promoted ranks within the Toledo Fire and Rescue Department shall be filled. Any member who is used in a capacity above their current rank must be able to meet the guidelines set forth in 2125.21. The following method is agreed upon.

1. Filling Captains’ Vacancies – Operations

Members on the current Captain’s eligibility list shall be used first as acting Captains. Members shall be used equally according to availability. If no members are available on that shift, where the vacancy occurs the most senior Lieutenant on duty shall be utilized. Lieutenants cannot be forced to act. Lieutenants who agree to be utilized as acting Captains shall be held responsible for the regularly assigned Captain’s duties.

2. Filling Lieutenants’ Vacancies – Operations

Members on the current Lieutenant eligibility list shall be used as acting Lieutenants. Members shall be used equally according to availability. If no members are available on that shift where the vacancy occurs, the most senior firefighter on duty at the station shall be utilized. Firefighters cannot be forced to act as the company commander. Firefighters who agree to be utilized as acting Lieutenants shall be held responsible for the regularly assigned Lieutenant’s duties.

In the event there is no list available, and it becomes necessary to use acting officers, the most senior firefighter with a minimum of five (5) years on the job on duty at the station shall be utilized. Firefighters cannot be forced to act as the company commander. If no member wishes to act at that station the most senior firefighter in that district shall be utilized.

2125.33 Acting Time

(A) General Provisions

A Firefighter acting as a Lieutenant shall be paid full Lieutenant’s rate of pay whenever in an acting Lieutenant Capacity. Acting Captain’s pay will be paid when the Captain is off for reasons such as Kelly

Days, vacations, sick or injured. If an officer is not assigned to fill the Captain's vacancy, the private filling the vacancy will be paid the acting Lieutenant's rate and the designated station Lieutenant will be paid acting Captain's pay.

(B) Less than eight hours

When a line officer is removed from their assigned position for training, meetings or other reasons, an acting officer shall be utilized from within the crew. This acting time shall be paid ~~after one (1) hour and then~~ for the entire time **while in an acting capacity** ~~unless the unit responds to an incident~~. In ~~that~~ **the** event, **the unit responds to an incident,** the acting officer shall be paid for the out of service time of the incident, including a maximum of fifteen (15) minutes for paperwork per incident. ~~If the assigned officer of a double unit engine company is on a response and the "B" unit is dispatched to another incident, an acting officer shall be utilized and paid the acting time for the entire out of service time, including a maximum of fifteen (15) minutes for paperwork per incident.~~

(C) More than eight hours

In the absence of a promoted officer, the language in section 2125.32 (B) shall be used.

2125.34 Personal Leave

A personal leave of absence in excess of six (6) days may be granted at the request of the member of the bargaining unit upon the approval of the City. Leaves of absence for six (6) consecutive days or less may be granted and need not be covered by a formal leave of absence. Requests for such leaves shall be in writing and submitted at least seven (7) days prior to its start whenever practicable. If it becomes necessary for a member to request a short term emergency leave during a scheduled tour of duty, such member shall be allowed to complete their tour of duty upon conclusion of said emergency.

2125.35 Thirty Day Leave and/or Extension

A leave of absence may be granted for up to thirty (30) calendar days in any calendar year without the loss of position by the employee. When an employee returns from an approved leave of absence, they shall return to the position in the service from which the leave was granted.

A leave of absence for more than thirty (30) calendar days may be granted, but the employee granted the leave of absence for more than thirty (30) calendar days shall not be entitled to be returned to the position from which the leave was granted but will be placed in an open position in the same class or in a class at the same salary group provided a vacancy exists. However, any employee who is on an industrial injury leave in the City program will be entitled to return to their position.

Those firefighters on an approved FMLA (Family Medical Leave Act) leave may hold three (3) weeks vacation and fifteen (15) days sick time in abeyance for later use.

In no case shall a leave of absence be granted for a period of more than one (1) year, except as otherwise provided herein.

2125.36 Fringe Benefits During Leave

An employee on an approved leave of absence shall continue to accumulate seniority during the period of their absence. An employee on an approved leave of absence of thirty (30) calendar days in any calendar year or less shall have their hospitalization and surgical insurance and death benefit continued in force by the City. An employee on an approved leave of absence for more than thirty (30) calendar days in any calendar year shall not receive fringe benefits during the period of such leave exceeding the first thirty days, however, the employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization and surgical insurance in force during the period of time the employee is on leave.

2125.37 Sick or Injury Leave

When an employee is sick or has been injured, and the employee has no sick days or injury pay left, and extended Sick Pay has not been granted, then the employee may apply for a Leave as provided in Section 2125.35. The request must be accompanied by the Statement of Attending Physician verifying the necessity for such leave. The Leave may be granted for periods of thirty (30) days or more, depending on the condition of the employee, not to exceed two (2) years from the date the employee's sick or injury pay has been exhausted.

2125.38 Medical/Physical Fitness Standards

Local 92 and the City of Toledo recognize that the health and wellness of a firefighter is an area of mutual concern. The parties have therefore agreed that firefighters may annually be required to participate in a mandatory wellness evaluation. Based on the IAFF/IAFC Wellness-Fitness Initiative (WFI), the evaluation will consist of some or all of the following:

- A. Cholesterol evaluation
- B. Fasting blood glucose
- C. Blood pressure
- D. Heart rate
- E. Height/weight
- F. Hearing/Vision Test
- G. Pulmonary Function Test
- H. Chest X-Ray
- I. Body Composition (Skinfold or Hydrostatic)
- J. 3-minute step test

- K. Cardiovascular fitness (fire bicycle or treadmill test establish VO2 max)
- L. Upper body strength (fire bench press or push-up test)
- M. Grip Strength
- N. Arm Strength
- O. Leg Strength
- P. Core Stabilization (Plank Test)
- Q. Flexibility Test

It is agreed that the plan's intent is to enhance overall wellness level of the department, to enable individual firefighters to learn about their general wellness levels, and to educate firefighters on methods of improving their physical condition. The plan is not intended for use as a basis for any punitive, disciplinary, or other adverse employment action.

The parties specifically recognize that this program involves medical evaluation and treatment of members. Records that are generated pertain to the medical condition of members. Confidentiality over all aspects of the program is therefore considered fundamental. It is expressly understood that any records generated are considered medical records within the meaning of O.R.C. 149.43.

In order to ensure the integrity of the fitness standards process, the Parties have further agreed as follows:

1. No records shall be maintained that identify an individual firefighter and show their performance on any aspects of the evaluation. Only firefighters will receive their individual results. Together with their results, firefighters will also be provided with information on improving their physical condition.

2. No firefighter shall be subject to discipline or other sanction as a result of their participation in the Wellness/Fitness Evaluation. Only those firefighters deemed unable to take the test shall be excused. The wellness panel shall discuss any dispute regarding participation with the understanding that participation is mandatory.

3. A four-person panel comprised of two representatives of the Local 92 and two selected by the Chief shall convene to discuss any issues from the scheduling and conduct of that evaluation.

4. No data whatsoever shall be created from the results of the evaluations until the wellness panel (A) mutually agrees that such record will not constitute a public record; or, (B) agrees upon an acceptable format for the record; or (C) agrees upon some other resolution. The city reserves the right to discontinue the wellness plan if the statistical record issue is not satisfactorily resolved. If the issue is resolved, as set forth above in 4 (A, B, C,), then any statistical record created from the results of evaluations shall only show numbers of firefighters evaluated in various demographic groups and their aggregate evaluation results. Such statistical record shall be released to the four person panel. The panel shall then review and discuss those results.

5. The results of the evaluations or this program shall not be used in future bargaining in support of any proposal toward compelled compliance with evaluation results; nor shall results be used to support any proposal providing a right of disciplinary action based upon individual action based upon individual evaluations.

6. Any records maintained by the wellness/fitness provider for purposes of generating statistical reports shall only be retained until the next report is generated. Statistical reports may be retained indefinitely,

subject to the conditions contained herein.

7. Neither the City nor the Toledo Fire and Rescue Department shall volunteer the results of the evaluation to any other entity. The City and Local 92 will jointly evaluate any public request made regarding the Wellness Program. It is further agreed consistent with the wellness Evaluation Program that no data shall be generated unless the mandates of paragraph 4 (A) (B) (C) are met.

2125.39 Time Bank

There shall be a Time Bank continued in operation with the **~~Fire & Rescue Operations Department,~~ Toledo Fire and Rescue Department,** the Administration of which shall be under the control of a committee consisting of six (6) members, two (2) of which shall be designated by the Chief. Availability of the time bank is at the discretion of the time bank committee.

2125.40 Payday

~~Fire & Rescue Operations Department~~ Toledo Fire and Rescue Department employees shall be paid bi-weekly with every other Friday being designated as payday. Paychecks shall be distributed to the station or office of the member's choice on a continuous basis, subject to change only due to a transfer of assignment or change of home address.

In the event that an error has occurred which results in a substantial shortage in the employee's pay and the amount owed is not in dispute, then a special check shall be prepared immediately so that the employee receives their full pay when due.

If a minor error is made in an employee's pay, it shall be corrected no later than the next paycheck. If not corrected on the next paycheck, then a voucher shall be issued immediately to correct the error, providing the employee so requests.

In the event that a holiday falls on a payday, the employees shall receive their paycheck on the day prior to the holiday. When the Friday payday falls in the week of Thanksgiving, the employees shall receive their paychecks on the Wednesday prior to the Thanksgiving holiday.

2125.41 Safety and Welfare

The City shall continue to make reasonable provision for the safety, health and welfare of its employees. Protective devices as required by law to properly protect employees from injury shall be provided by the City. Employees shall be required to use safety equipment provided for them in the manner mutually agreed to by the Toledo Fire and Rescue Department Employee Safety Committee and the Chief.

I. Departmental Employee Safety Committee

- A. There shall be established and maintained a Toledo Fire and Rescue Department Employee Safety Committee whose recommendations with cost/benefit analysis, shall be considered, discussed and answered at any time they are submitted, for improvement of tools, apparatus, equipment, station design, health or safety conditions.
- B. This committee shall consist of seven (7) members. Four (4) shall be from the bargaining unit and designated by the Union and three (3) shall be designated by the Chief. The Union shall chair the committee. The Safety Committee shall meet monthly unless waived by mutual agreement.
- C. The safety representative from the Department of Human Resources will work with the Safety Committee to assist and coordinate in the implementation of Safety Committee recommendations when feasible.
- D. Recommendations made by majority vote of the committee, not implemented, shall be subject to step three of the grievance procedure.
- E. In addition to current safety policy and the SC-5 form, there will be established a policy and form to initiate immediate action to resolve any issue or condition that a Toledo Fire and Rescue Department member deems to be imminent danger.

II. Labor-Management Health and Safety Committee

- A. The union will be represented on this committee by the union president or vice president and one (1) other designated representative. The City will be represented by a designee of the Commissioner of Human Resources and by commissioners or other administrators designated by the appointing authority based on specialty areas (e.g. construction, transportation, pollutants, etc.). This committee may also include representatives from other bargaining units within the City. The committee will consider all issues brought before it, regardless of the bargaining unit impact.
- B. This joint committee shall review all general and/or special departmental safety rules for compliance with required safety standards and, wherever possible, such rules shall be adopted city wide.
- C. This joint committee will also perform the following functions:
    - 1. The committee may recommend periodic inspections of the various locations, when necessary, by staff of the Human Resource Development Section of the Department of Human Resources.
    - 2. The committee shall make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices as reported to the committee by representatives of the Human Resource Development Section of the Department of Human Resources and Divisional Safety Committees.
    - 3. The committee may recommend investigation of any potential worker exposure to dangerous substances, fumes, noise, dust, etc.
    - 4. The committee shall be provided written identification of any potentially toxic substance to

which workers are exposed together with material safety data sheets, if any.

- 5. The committee may develop a safety award program which may include cash awards and/or other premiums that, upon mutual agreement between the appointing authority and the union, may be adopted/implemented during the term of this collective bargaining agreement.

- 6. The committee shall develop other cost containment measures, which shall include:

  - a. Enhanced managed care and utilization review

  - b. Increased claims control and claims audits. The committee shall develop annual goals, objectives, and timetables directly aimed at reducing worker's compensation costs. Goals and objectives not met within established time frames shall be critically reviewed by the committee. If the City, in its sole discretion, is dissatisfied with progress in meeting goals and objectives or with the committee's action or inaction, the City may take such actions as it deems necessary to exact cost containment. The committee shall review and analyze all reports of work-related injury or illness, as submitted by the representative of the Human Resources Development Section and recommend procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.

- 7. The committee shall promote health and safety education and/or participate in such programs.

- 8. The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters and recommend to the representative of the Human Resource Development Section that experts and authorities from the Industrial Commission of the State of Ohio Division of Safety and Hygiene and the Toledo/Lucas County Safety Council, as well as international representatives of the association be utilized on an as-needed basis as determined by the committee.

- 9. Sub-committees may be formed as deemed necessary by the co- chairpersons to study issues, develop reasonable solutions, and report back to the committee.

- 10. Annual savings directly attributable to the cost containment measures provided herein shall be placed in a worker's compensation fund to be used as a reserve for payment of future cost increases. Savings shall be considered directly attributable to cost containment measures when a direct correlation can be established between a measure adopted herein and a per employee reduction in the City's cost in providing both injury pay and worker's compensation benefits from the preceding year.

- 11. Association representatives will receive their regular pay while on committee business.

- 12. The committee shall meet regularly, on at least a monthly basis, and attendance shall be required. Actions taken in the absence of a bargaining unit representative shall be binding upon that bargaining unit. The City will provide minutes of each meeting.

III. Worker's Compensation Committee

- A. There shall be established and maintained a Toledo Fire and Rescue Department Worker's Compensation Committee up to five (5) members from the bargaining unit.
- B. The purpose of this committee is to meet monthly with the City and review all workers' compensation forms to be filed with the State. The Worker's Compensation Committee shall meet monthly unless waived by mutual agreement.

2125.42 Accident Review

All members shall have the right to waive being present at any Accident Review Board Hearing that involves the member. The above waiver does not constitute guilt or default by the employee.

The TFRD Accident Review Board shall consist of one (1) Chief, one (1) Local 92 Member, and one (1) Neutral to be agreed upon between both parties. Hearings shall be held quarterly.

Discipline originating from the Accident Review Board shall be issued within the time frames required for the issuance of charges as specified in Section 2125.20, "Suspension or Disciplinary Action" beginning with the date of the Accident Review Board hearing.

2125.43 Uniform Clothing

(A) The City shall provide all required uniform clothing and equipment and all repair and replacement thereof as needed. A supply of safety clothing and equipment shall be maintained by the Toledo Fire and Rescue Department and shall be available for replacement needs within four (4) hours. Such items and quality thereof may be the subject of recommendations by the Toledo Fire and Rescue Department Employees' Safety Committee.

Personally used uniform clothing and equipment shall upon service or disability retirement or death become the property of the employee or their estate.

Used items shall not be issued to Toledo Fire and Rescue Department personnel who have completed their training period. Used items may be issued to personnel during the ninety (90) calendar day training period, provided they have been thoroughly sanitized.

Uniform clothing shall be provided for use in all weather conditions normal for the Toledo area and adequate for such use in proceeding to, during, and from duty assignments.

The following is a list of clothing that shall be provided by the City.

1 Coverall
2 belts
1 pair of fire boots 1 dress cap

2 fire coats with liner
1 dress white shirt
1 winter hat
1 fatigue jacket
1 pairs of bunker pants with liner
4 fatigue pants/ shorts/ cargo pants (EMT pants)
2 pairs of Fire gloves or 1 pair of Fire gloves and 1 pair of Fire mittens (at the members' option)
~~2 long sleeve shirts~~
1 helmet complete
~~2 short sleeve shirts~~
3 fatigue shirts
1 pair shorts
1 necktie (2 for Staff)
2 hoods
1 New York Style Sweatshirt
1 Leather radio strap for each fire portable radio w/Motorola clip, holder and anti-sway strap, on request.

The combined number of short sleeve and long sleeve shirts shall total ~~(4)~~ **three (3)** and shall consist of at least one (1) short-sleeve and one (1) long sleeve shirt at the **member's** option. Personally furnished and well maintained station logo t-shirts currently approved shall be considered part of the uniform but shall not be worn alone during ceremonial events, hearings, or PR events. The combined number of fatigue pants and fatigue shorts will total (4). All members will have 2 pair of fatigue pants and at least one long-sleeve fatigue shirt and one short-sleeve fatigue shirt, available to be worn with ties, at the appropriate times. Shorts shall be provided as fatigue pants need replacing. **Coveralls shall be provided as fatigue shirts need replacing.**

Shorts may be worn between April 1 and November 1 when temperature is at or above 40 degrees F, except during ceremonial events or hearings.

Dress uniforms will be provided as funds become available within the life of this agreement.

(B) Undergarment liners shall be provided for all members of the dive team and kept in sufficient quantity as determined by the Department Dive Master Trainer. Members shall have a total of two (2) fire coats with liners and two (2) pairs of bunker pants with liners. Recruits entering the fire academy shall be issued one (1) fire coat with liner and (1) pair of bunker pants with liner before beginning fire training, and one (1) fire coat with liner and one (1) pair of bunker pants with liner once a member is transferred to line firefighting operations.

2125.44 Training and Career Enhancement Program

PART A: PURPOSE:

The purpose of the Career Enhancement Program ("CEP") is to provide the path to improve skills, enhance productivity, evaluate performance, promote professional growth, as well as job satisfaction in the Fire service through specialty assignments and education. It is the intent of this program to enable firefighters and fire officers to obtain training consistent with the mission of the Fire Department. The CEP

is an alternative career path which, as designed, will assist retaining as well as creating highly motivated and multi-skilled firefighters. The net result will be a more effective and diverse Toledo Fire and Rescue Department to serve the community and an economic asset to the City of Toledo.

Specialty assignments are defined as Arson Investigator, Diver, Hazmat Technician, Technical Response Team, Engineer, Boat Operator, Boat Operator (Mate), Field/Paramedic Training Officer, Senior Firefighter, and Honor Guard. CEP monies shall be payable to the membership no later than April 30TH of the following year it was earned.

PART B Program Entry:

The CEP shall be open to any firefighter who meets the following minimum entry requirements:

1) **For 2018 and 2019: Worked a minimum of one (1) full year from the date of appointment to the Toledo Fire and Rescue Department. For 2020:** Worked a minimum of three (3) full years from the date of appointment to the Toledo Fire and Rescue Department

2) Concurrence by the CEP Committee (defined herein)

3) Members must submit an application every year to the CEP Committee for review and verification between December 1 and December 31. Points shall be based on achievement as of December 31.

Movement of a firefighter into any, or from one to another, of the CEP point levels shall not be considered a promotion under the City Charter or Civil Service Rules. Further, for the purposes of rates of pay, the financial incentives established in the CEP plan shall not be added to the member base wage rate, nor shall specialty assignments be included in 2125.02 “Classifications“ for the purpose of pay classification.

It shall be the full responsibility of the member to properly complete the application form (as established) as well as to provide such documentation materials which will enable the CEP Committee to make a determination.

Documentation for specialty assignments shall include, but not limited to, the following: Assignment Record or Supervisory Memorandum showing service of three (3) months in the specialty assignment during the calendar year being reviewed. Documentation for academic accomplishment shall be by diploma or certified transcript.

PART C Compensation:

Compensation for successful completion of any step contained in this program shall be defined in the collective bargaining agreement and shall be automatic.

Beginning January 1, 2018, the following shall apply: Once the total amount for the payments earned by TPPA Members for 2018 and 2019 is known, seventy-five percent (75%) of that amount shall be allocated for the TFF Local 92 CEP payable by April 30th of 2019 and 2020. Individual point values will be determined by dividing the total number of points earned that year by the membership into the total amount of CEP money allocated for that year.

Beginning January 1, 2020, the following shall apply:

Conversion factor: each five (5) points = one half of one percent (0.5%). Payment for each year of

eligibility will occur by April 30 of the following year in a lump sum payment by special check based upon the appropriate percentage of the base annual full rate effective in January of the prior year. The initial payment for this program shall be made in April 2021. Firefighters who leave the City in good standing shall receive upon application a pro rata payment as part of their severance.

Payment shall be based upon the following:

Education and Specialty Assignment Point Values

A. Education:

Points are not cumulative for degrees and must be from a college/university accredited by an appropriate accrediting association of colleges and universities. The maximum points allowed for a formal education shall be twenty (20) and shall apply at time of completion.

Advanced Degree	20 PTS
Bachelor's Degree	15 PTS
Associates Degree	10 PTS

B. Specialty Assignments:

Arson Investigator	20 PTS
Diver	30 PTS
Sr. Diver {15 yrs. w/Dept.}	40 PTS
HAZ MAT	30 PTS
Sr. HAZ MAT {15 yrs. w/Dept.}	40 PTS
Technical Response Team	30 PTS
Sr. Technical Response Team {15 yrs. w/Dept.}	40 PTS
Engineer	10 PTS
Sr. Engineer {15 yrs. w/Dept.}	20 PTS
Boat Operator	20 PTS
Boat Operator {Mate}	10 PTS
Honor Guard	20 PTS
FTO/PTO: Field Training Officers	10 PTS
Sr. Field Training Officer {15 yrs. w/Dept.}	30 PTS
Sr. Firefighter {15 yrs. w/Dept.}	20 PTS

The combined education and specialty assignment points shall be capped at fifty (50). For 2018, or until such time as the TFRD Labor Management Committee determines new qualifications, one firefighter per apparatus per shift shall be designated as the Engineer by the Company Commander.

Firefighters shall be limited to only one specialty assignment or senior status despite any overlap (e.g. Sr. HAZ MAT, Sr. Engineer, and Honor Guard receives 40 PTS.)

PART D: CEP Committee

The Committee shall be comprised of two (2) representatives: one (1) from Local 92 and one (1) from the

Administration. Any expansion of the Committee shall be by agreement of the Parties. The Committee shall serve to review CEP Applications and educational reimbursement requests under the terms set forth herein and in the collective bargaining agreement. If the Committee is unable to agree upon a particular CEP Application the matter will be resolved by the Chief in conjunction with the Local 92 President and a third party agreed upon by the Parties. The Committee shall undertake such other studies and activities are agreed upon by the Parties consistent with the purpose of the program. Any recommendations of the Committee that affect wages, hours, or terms and conditions of employment shall be subject to agreement by Local 92 and the City.

PART E:

The City shall provide all equipment, materials, forms and texts necessary for training programs established programs and special programs of the Department in sufficient quantity as to afford each member of the program equal opportunity for usage.

Any member in a specialty assignment agrees to remain in the program for a minimum of five years. Any member in a specialty assignment agrees, if assigned, to remain for a minimum of three years in the special unit unless said specialty unit is relocated. In this case, the member would remain on their primary unit but would still fall under the five year limitation stated above.

This time frame may be waived because of promotions, medical reasons, or mutual agreement of Local 92, the member, and the Chief

The Career Enhancement Program is in effect as the City has proceeded with civilianization in the Toledo Fire and Rescue Department. The revisions effective January 1, 2018 through December 31, 2020 are based on the City’s expectation to civilianize the Communications Bureau Shift Supervisors (as referenced in Section 2125.02 “Classifications.”)

2125.45 Retirements

Any member who is anticipating retirement should provide written notification to the Chief no later than twelve (12) months in advance of the anticipated date. The intent of such notification is to help the Chief plan for funding and manpower needs of the Department.

2125.46 Resignations

A member whose removal from the service is sought may resign at any time prior to the hearing in front of the Safety Director and their work record shall show that they resigned of their own accord.

2125.47 Outside Employment

No employee of the City shall accept outside employment that is adverse to or in conflict with their municipal employment. In the event said employee shall be injured while engaged to outside employment, they shall be entitled to any sick benefits which have been accumulated by virtue of their employment by the City.

2125.48 Compensated Time Considered as Time Worked

Holidays, vacations days, sick or injury pay and other time off to which the member is entitled as a matter of right under or by virtue of any Ordinance of the City and this Title of the Code shall be considered as time worked, for purposes of seniority, health and welfare benefits, longevity, and to maintain continuity of employment.

2125.49 Rules and Orders

Written orders shall be issued to provide direction for new Rules, Department Operations, programs, and Procedures. Such Rules and Orders shall be submitted to the Bargaining Unit seven (7) calendar days before they are to take effect. They shall be subject to the grievance procedure provided herein up to the Second Step of such procedure - to the Office of the Safety Director. Decision of the Safety Director relative to Rule or Procedure changes appealed under the provisions of this section shall not be subject to arbitration. A copy of the Rule Book and all subsequent changes shall be posted to the Toledo Fire and Rescue Intranet.

Verbal orders shall continue to be used in emergency situations and also in those non-emergency situations where such orders are issued for the purpose of carrying out pre-established policies of the Department. In the event certain verbal orders are causing confusion and thereby leading to non-uniformity in Department Operations, such orders, when called to the attention of the Administration, shall be reduced to writing for clarification.

2125.50 Hours of Work Schedules

Except for emergency situations, the following shall be the established work schedule for the member of the Bargaining Unit working in the various Sections and Bureaus of the Department of Fire & Rescue Operations.

(A) Fire Fighting Platoons ~~and dispatch shift supervisors~~: The work week for Fire Fighting Platoons ~~and dispatch shift supervisors~~ shall continue to be the established schedule of twenty four (24) hours on duty followed by forty eight (48) hours off duty for an annual average of forty eight (48) hours per week.

Starting January 1, 2024, the workweek for fire fighting platoons shall continue to be the established schedule of twenty-four (24) hours on duty followed by forty-eight hours off duty for an annual average of forty-seven (47) hours per week.

(B) Bureaus and office staff: The workday shall be the employee's regular scheduled hours of work with a fixed starting and quitting time, and shall consist of consecutive work hours, except as broken for break periods and the lunch periods.

The employees' work week shall consist of forty (40) hours as determined and scheduled by the Chief of the ~~**Department of Fire & Rescue Operations**~~ **Toledo Fire and Rescue Department.**

Starting and quitting times of the Fire Fighting Platoons, Bureaus and Offices shall remain as presently scheduled, unless operational procedures necessitate a change. Proposed changes will be made by the Chief subject to appeal as provided in Section 2125.49.

2125.51 Trade of Time

(A) Trades with other Employees

Unlimited trades will be approved for each member involved in the trade, by their immediate supervisor. Trades within the Operations Bureaus may be consummated between members of like rank, one rank above or below the requesting party's current rank. The Battalion Chief should be made aware of such trade and all members must be able to perform the duties of the member they trade with. Members shall also be permitted to trade with themselves. However, a self-trade shall not create additional overtime beyond what is forecasted. Further, a self-trade must be completed within thirty (30) calendar days.

(B) Self-Trades

Members shall also be permitted to trade with themselves. **Effective January 1, 2022 members are limited to two (2) self-trades per year. The Toledo Fire and Rescue Department shall approve at least three (3) members off on any given tour. The request shall be submitted no more than sixty (60) days, but no later than 1900 hours of the member's tour before (3 calendar days) unless an unforeseen emergency makes it impossible for the employee to give such notice. Where sufficient notice is given, the request will be approved or denied within two (2) tours of submission. If the request is made within two (2) tours, the request will be approved or denied before the end of the tour that the request is made.**

If the member is working on a holiday as defined in 2125.65 on the working tour of their self-trade, they are exempt from holiday premium as defined in 2125.65 ~~a self-trade shall not create additional overtime forecasted.~~ **The parties agree that once a request for a self-trade is granted, the approval cannot be rescinded by either party. Further, a self-trade must conform to the twenty-one (21) day FLSA schedule in that it does not create FLSA overtime. Self-trades must be complete twenty-four (24) hour tours.** ~~be completed within thirty (30) calendar days.~~

The Company Officer shall be responsible for the documentation involved in the trades and shall make the Battalion Chief aware at least 1 tour (3 calendar days) in advance of the trade. Any trade with less

than 1 tour (3 calendar days) of notice must have the approval of the Battalion Chief.

2125.52 Drills, Inspections and Special Assignments

Daily drills may be scheduled during morning, afternoon or evening sessions, with a limit of no more than two sessions per day. The morning sessions shall be scheduled from 0800 to 1130 up to three and one-half hour (3 ½) hours, the afternoon session shall be scheduled from 1300 to 1600 up to three (3) hours, and evening sessions shall be scheduled from 1900 to 2100 up to two (2) hours. Companies scheduled to drill between 0800 & 0900 must be notified on the tour before the drill.

Drill may be scheduled Monday through Saturday, excluding the seven (7) major holidays, December 24 (afternoon and evening), Good Friday (afternoon and evening). When it is necessary for a Battalion Chief or Company officer to schedule a drill on Sunday due to variable factors; traffic conditions, raising aerial ladders downtown, etc., the time spent in these drills will be used in lieu of the next scheduled drill. However, special standby may be done on Saturdays or Sundays and the excludable days listed above.

Inspections (exclusive of occupancy checks) will be scheduled at the discretion of the Company Officer when weather conditions are within the guidelines noted below. Occupancy checks may be made on any day throughout the year.

Company inspections will be limited to high hazard, pre-fire plan, organized drills by the battalion or deputy chief, or any special hazard the company officer, battalion or deputy chief feels requires it.

Inspections, special assignments, and outdoor drills shall be canceled on a city- wide basis by the Operations Deputy, or their designee, because of inclement weather or for other reasons. Notice of such cancellation will be given as far in advance as possible. Inclement weather for outdoor inspections and drills is defined as rain, hail, sleet, excessive snow, high heat index or low wind chill. Temperature extremes are defined as above 85 degrees F. and below 40 degrees F. When the temperature is at or near the upper temperature extreme, the Deputy shall consider the humidity factor.

Designated Department personnel may perform required training on surface ice rescue in temperatures lower than that listed above with a two (2) tour notice that training is to occur.

Inclement weather for indoor inspections is defined as hail, sleet, excessive snow or temperature extremes of 90 degrees F. and above, with high heat index and below 25 degrees F. with wind chill. The Operations Deputy or their designee will check with the U.S. Weather Bureau at 1245 hours and again at 1430 hours. If the companies are on the street and either extreme is met, they will be called back to quarters by the Deputy or their designee. Or if at quarters, they may not be sent out due to any inclement weather change. The Company Officer, upon notification to the Battalion Chief shall have the authority to cancel or delay inspections, or other outdoor programs of their company whenever inclement weather conditions (exclusive of temperature) exist in their district that have not caused cancellation on a city-wide basis, or whenever other duties or circumstances dictate such cancellation.

In emergency situations inspections can be made notwithstanding the above indicated language.

Uniform clothing for drill, inspections, shall be the fatigue uniform without tie. Fire fighting clothing need

not be worn during these activities unless made necessary by the nature of the activity being performed.

Inspection of the bottom of apparatus shall be limited to a safety inspection, regarding apparatus maintenance.

It shall be the responsibility of the Company Officer to meet the requirements of these inspections and drill programs along with all other departmental duties, special assignments or activities. In the event that a scheduled assignment is interrupted by emergency duties that time lost need not be made up. This does not relieve the Company Officer of the responsibility for completing the assigned duties within the time period allotted.

2125.53 Roll Call

Promptly at 0700 hours each morning, a formal roll call shall be held. The roll shall be called by the officer of the on-coming platoon. The uniform shall be the Class “B” fatigues.

(A) Early relief shall be permitted one-half hour before roll call.

- **1.** Early relief shall be on a position for position basis, e.g., officer to be relieved by an officer, driver by driver, etc., so as not to jeopardize the effectiveness of the company.
- **2.** Relief in each Company shall be administered by the On-Duty Officer. The relieving employee shall report to the Officer-in-Charge in uniform to be inspected for personal and physical fitness for duty. The Officer shall be responsible for recording of individual reliefs in the Company Journal at the time they find the relieving employee is ready for duty.
- **3.** No overtime payments shall accrue by reason of early relief. The employee relieving and the employee being relieved understand that early relief is voluntary, at their own request, and for the mutual benefit of the employees only.

(B) Voluntary hold over

- **1.** Voluntary holdover shall be on a position for position basis, e.g., officer to be relieved by an officer, diver for diver etc., so as not to jeopardize the effectiveness of the company.
- **2.** Voluntary holdover shall be permitted for up to one-half hour after roll call. Holdover duration may be extended due to emergency response duties.
- **3.** No overtime payments shall accrue by reason of voluntary holdover. The employee holding over and the employee asking for the holdover understand that holding over is voluntary, at their own request, and for the mutual benefit of the employees only. Voluntary holdover is not intended nor to be used to avoid recall and overtime.
- **4.** The member requesting voluntary holdover shall make the request prior to 0700 hrs. The company officer shall be notified, who then shall notify the battalion chief. Members may request voluntary holdover up to five (5) times per year.

2125.54 Transfers

The Chief shall have all vacant bid positions posted at least two (2) times per year (March and August). Bid cycles shall consist of at least two (2) rounds for all vacant bid positions within the Department. Members will be moved within seven (7) tours of the date bids are awarded following the last round. Vacant bid positions are defined as positions, not currently held by bid. These notices will be posted for seven (7) days (excluding weekends and holidays) in all stations and bureaus. Special bids shall be in addition to the above. All newly created positions shall be put up for bid before being filled. Special qualifications, if any, shall be listed on the notice.

(A) Line transfers and bids for salary group 80 will be by job seniority. Line transfers and bids for salary group 81 and 82 will be by salary group seniority. Line transfers will be by classification seniority only. Line transfers are transfers involving those positions that are counted in minimum ~~manning~~ **staffing** language in 2125.58 or their equivalent.

(B) Any member receiving a bid that requires special training shall be afforded said training at no expense to the employee. **The Fire Department shall provide specialty training at the first reasonable opportunity.** A member required to attend training on a day off shall be compensated at the overtime rate. If a member refuses or fails to achieve the required training at the first reasonable opportunity, the member will lose that position and will be returned to their former position or, if that position has been filled, then they may be placed into a relief pool until such time as they may bid. If a member is determined by the Chief not to have attended training at the first reasonable opportunity, the member may seek review of the union/management committee at its next meeting for a final determination.

(C) Staff transfers (Bids) will be filled by the Chief of the Department with consideration of previous education, experience, discipline and seniority. Staff transfers are transfers involving only those positions not counted in minimum ~~manning~~ **staffing** language in 2125.58. Members who accept a temporary staff assignment shall have the ability to hold their former line bid for a period not to exceed twenty-four (24) months. After twenty-four (24) months, their former line bid will be placed up for bid in the next bid cycle. Members who are working in staff positions shall not bid line positions if they will not be returning to the line before the next bid cycle.

(D) Probationary firefighters will be transferred as a group at predetermined times during their probationary period.

(E) Once a member receives a bid, they shall retain that bid until such time as they voluntarily bids to another position. Additionally, to prevent blocking a line spot, once a member receives a bid, in the next cycle or round of bids, they will not be awarded a bid back to their previous position, unless no other member has bid for that spot. At the mutual consent of the member and the Chief of the Department and for the good order of the Department, said member may be placed into a relief pool until they have the opportunity to bid into a vacant position. When a mutual agreement does not exist, a transfer review panel will be assembled **within seven (7) calendar days to determine the member's status.** The panel shall consist of three (3) members. One (1) shall be the fire chief or their designee, one (1) shall be union president or their designee, and one (1) shall be from the human resources department. A bargaining unit member may only be removed from their bid in an emergency situation such as, where a

pattern of extreme conflict exists, as determined by the transfer review panel. A member removed hereto shall have the opportunity to bid to a different spot and will not be subject to paragraph ~~M~~ **(L)** herein.

(F) When a rig is relocated (excluding specialty units), the members assigned to that rig will remain with the rig or have the option of being placed into a relief position. All existing non-paramedic bids may become station bids if the member chooses. The member must submit a communication.

(G) When a member is awarded a bid the member's vacation and Kelly Day will be moved with them if they are on the same shift. When the member changes shift, the administration will attempt to move the two week vacation period to the same period of time off the member had previously chosen on the other shift.

(H) The relief pool shall be composed of all employees who have not been awarded a bid excluding probationary firefighters.

(I) Temporary line assignment positions are positions that were put up for bid & left vacant. They shall be filled with relief pool personnel. Temporary assignments shall be offered in order of seniority among relief pool personnel on that shift. If the member does not accept the temporary assignment transfer then they shall remain in the relief pool. If temporary assignments are not accepted by relief pool members then reverse seniority of that relief pool on that shift shall ~~by~~ **be** used to fill the temporary assignments.

(J) Relief pool positions for officers are determined by the fire administration. However, when an officer relief pool position becomes available it shall be filled first by an officer who has submitted a communication requesting the relief pool with shift preference. Furthermore, officer seniority shall be used to determine order of placement.

(K) The numbers of relief pool positions are determined by the fire administration. When it becomes necessary to balance shifts, it shall be filled first by a member within the classification who has submitted a communication requesting the relief pool with shift preference. If no requests are on file, transfers for the purpose of equaling out the shift staffing will be done by reverse seniority, within the classification, starting with personnel without bids on the shift in which the transfer is to originate.

(L) An employee receiving twenty-four (24) hours or more suspension in a twelve (12) month period shall forfeit their rights to the procedures listed above for a twelvemonth period, commencing at the date of the safety directors finding.

2125.55 Relieving Duties

Whenever possible, relieving assignments from station to station due to vacations, injuries, sickness, etc., shall be on a district by district basis with the reliever remaining in their assigned district.

No member shall be required to relieve in excess of five (5) tours during any one relief assignment, with the exception of those who may be assigned to a designated relief pool. No member shall be required to relieve at more than two stations during any one tour unless emergency conditions require adjustments. Members that are designated as first drivers by the Company Officer shall not be required to relieve.

Normal non-officer relieving will be done on a rotating basis by everyone eligible for relieving duties. Personnel with a bid or who have been assigned a temporary assignment shall only relieve when the relief pool has been exhausted at that station. (Refer to 2125.54.) This procedure can be changed if someone “volunteers” to relieve out of turn. Officer relieving will be scheduled through the battalion chief as it has in the past.

2125.56 Housecleaning

Annual wall and ceiling washing by Firefighters shall be limited to areas occupied by firefighting companies on a yearly basis. All other activities, other than emergency work shall be cancelled. Cleaning will be handled under section 2125.52. Basements and attics are not considered occupied areas. Equipment for cleaning will be supplied by the City of Toledo.

Only stations that have accepted, working, and properly installed Automatic Diesel Exhaust Emissions Ventilation Systems will clean more than the kitchens.

2125.57 Schedule of Hours for Permit Issuance

All Fire Stations shall have schedules posted concerning the hours during which various permit applications and inspections shall be performed by station personnel. These hours shall be from 8:00 AM to 12:00 Noon, 1:00 PM to 5:00 PM, and 6:00 PM to 8:00 PM.

2125.58 Minimum Staffing Requirements

There shall be a minimum staffing of Toledo Fire and Rescue Department apparatus as determined by contract. Said staffing of in-service apparatus shall be as follows:

Minimum staffing for an ~~standard~~ engine ~~company~~ shall be four (4).

~~When two piece engine companies are utilized, the minimum staffing shall be five (5). Following either the Fire Academy Class of 2020 being moved to line operations, or December 31, 2020, whichever occurs first, the minimum staffing for a two piece engine company shall be six (6).~~

Minimum staffing for a truck ~~company~~ shall be established at three (3).

Minimum staffing for a ~~medical transport~~ **medic unit** shall be two (2).

Minimum staffing for Heavy Rescue Squad units shall be established at three (3).

The minimum daily line strength shall be one hundred and ~~ten (110)~~ **thirteen (113)**. Employees will not normally be recalled to duty when any other company is over minimum. In such situations relief

assignments from one company to another will be made when possible.

When a Firefighter is recalled, overtime payment will begin at the time the employee arrives at the station. A Firefighter held over pending the arrival of the recalled Firefighter will be paid at the overtime rate from the normal quitting time until properly relieved.

The above does not preclude consideration by the Toledo Fire and Rescue Department Administration for increases or reductions in the number of ~~companies~~ **apparatuses**, or to changes in the types of ~~companies~~ **apparatuses** utilized. ~~Any reduction in the amount of engines, trucks, or heavy rescues from the January 1, 2018 levels shall be a topic of mandatory bargaining.~~

For the purposes of this agreement, at the Chief's discretion, an apparatus (engine, truck or squad) may be taken out of service**.** ~~if replaced with another apparatus (engine, truck or squad). Overall staffing shall not be reduced as a result.~~

At the Chief's discretion, apparatus may be temporarily taken out of service for detailing, maintenance, public relations, inspections, community relations, fire prevention, and recruiting, as outlined in 2125.99 “Detailing Agreement.”

Relocation of apparatus is solely at the Chief’s discretion.

2125.59 Reporting of Sick Time

An employee who reports in accordance with Department Policy that they are unable to work because of illness at the ~~7:00 AM~~ starting time of their tour of duty may, after telephone clearance by ~~the Operations Senior~~ **any on duty line** Battalion Chief, arrange to return to work. ~~at 3:00 PM of the same tour and be charged not more than eight (8) hours of sick time.~~

2125.60 Overtime Defined

All work in excess of the regularly scheduled tours of duty or the regularly scheduled work day of the employee shall be overtime and shall be compensated at the rate of time and a half (1 1/2) of the employee’s regular rate.

2125.61 Overtime Guaranteed

Members who work overtime contiguous to their tour will be paid for the actual time worked. (refer to 2125.62.)

Members who are recalled for an emergency or to meet the minimum staffing language of 2125.58 shall be paid at the overtime rate of one and one half (1 ½) for actual time worked but not less than four (4)

hours pay at the overtime rate.

An employee who reports when requested for a non-emergency activity outside their normal tour of duty will be paid at the overtime rate for actual time worked. Guaranteed two (2) hour minimum.

Responding apparatus shall not be staffed by more personnel than are assigned for one platoon. The Company Officer and Crew who are on duty will respond to this type of alarm.

2125.62 Thirty Minutes Guarantee

Thirty (30) minutes overtime shall be paid under the following conditions.

- **1.** When members are working at the scene of an emergency and are relieved at the scene by the oncoming platoon, the off-going platoon members shall be paid for an additional thirty (30) minutes from the time they return to their station.
- **2.** When returning to the station at or near the platoon changing time, thirty (30) minutes clean-up time shall be allowed starting at their arrival time at the station. That portion of clean-up time after 7:00 AM may be on overtime.
- **3.** Members of the off-going platoon who respond with the apparatus, but no actual work is required, shall be paid only for the time actually on duty after 7:00 AM.

2125.63 Subpoenaed as a Witness

Whenever any employee of this Department has been subpoenaed as a witness by a court of competent jurisdiction in connection with a matter arising out of the course of their employment with the Department and is required to respond to such subpoena on a scheduled day off, said employee shall be guaranteed two (2) hours for reporting and after two (2) hours they shall be paid to the next highest one-tenth (1/10) per hour that they were required to be in attendance at the hearing at the rate of time and a half (1- 1/2).

2125.64 Distribution

Overtime shall be distributed among the members within their classification as equally as is practicable. Non-emergency recall by the alarm office is to be on a bargaining unit wide basis. The only criteria for non-emergency recall are listed hours of overtime and the availability of the individual.

If a member leaves work and manning falls below minimum staffing language in 2125.58, a fire fighter of equal rank will be recalled to fill that position.

Members who accept overtime and then cancel or decline that overtime shift within twenty-four (24) hours of the shift start shall be charged one and one-half (1.5) times the number of hours of the shift accepted. This rule shall be effective until January 1, 2024.

Bureau personnel have the responsibility of notifying the alarm office of their vacations if they wish to be available for recall.

A record will be kept of both hours worked and refused. A firefighter coming off probation shall be assigned an average number of overtime hours when they become eligible for overtime after the completion of their third rotation and after they are off probation.

Overtime hours will return to zero **each year on the first business day of January.** ~~at the end of this agreement.~~

If an officer calls off before 0630 of their scheduled workday, causing a need for recall, and there is an "extra officer" (officer assigned to a position not requiring an officer) the city has the ability to move the "extra officer" to fill the sick officer's position, then recall according to contract language and past practice.

If a ~~Private~~ **Firefighter** calls off sick before 0630 of their scheduled workday, causing a need for recall and there is an "Acting Lieutenant" (~~Private~~ **Firefighter** assigned to a Lieutenant position) the City shall move the "Acting Lieutenant" to fill the sick ~~private's~~ **firefighter's** position. If, on the same day there is an "Acting Captain" (Lieutenant assigned to a Captain position). The City shall move the "Acting Captain" to fill the now open Lieutenant position, then recall according to contract language and past practice.

It is understood that if a member calls off after 0630 or leaves work, causing a need for recall, an officer or firefighter of equal rank to the vacant position shall be recalled. If the vacant position has a specialty assigned to it and no one with that specialty is currently working elsewhere, the member with the least amount of accumulated overtime who has that specialty will be called.

2125.65 Holiday Premium

Employees, other than those on recall overtime, with a shift or other scheduled workday as established in Section 2125.50**(a)** which starts on any of the nine (9) major holidays shall be compensated twelve (12) hours at their regular straight time rate. The nine (9) major holidays for which such additional compensation shall be paid are New Year's Day, Martin Luther King Day, Easter, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

2125.66 Compensatory Time

An employee who has worked overtime shall be allowed to receive compensatory time off at the overtime rate in lieu of pay if they so ~~elects~~ **elect**. Upon reasonable request by the employee, days off, accumulated due to overtime, shall be granted. The Toledo Fire and Rescue Department shall approve

three (3) compensatory time off requests for employees on any given tour. Individuals utilizing previously granted union release time will be included in that number. The request shall be submitted no more than sixty (60) days, **but no later than 1900 hrs. of the member's tour before (3 calendar days)** ~~but at least two (2) tours, prior to the requested day(s) off~~ unless an unforeseen emergency makes it impossible for the employee to give such notice. **Where sufficient notice is given**, the request will be approved, or denied, within two (2) tours of submission. **If the request is made within two (2) tours the request will be approved or denied before the end of the tour when the request is made**. The major holidays referenced in Section 2125.79 "Paid Holidays" are not subject to the above-referenced three (3) employee minimum. Requests for the use of compensatory time, on the major holidays, may be granted to members of the fire fighting platoons whenever the forecasted manpower strength for the day and shift requested is at least two (2) members above the minimum manpower established for the entire City.

All requests for compensatory time off in excess of the above-referenced three (3) requests, shall be granted to members of the fire fighting platoons whenever the forecasted manpower strength for the day and shift requested is at least two (2) members above the minimum manpower established for the entire City. The request shall be submitted no more than sixty (60) days, but at least two (2) tours, prior to the requested day(s) off. The request will be approved, or denied, within five (5) tours of submission.

The Parties agree that, once a request for compensatory time off is granted, the approval cannot be rescinded by either Party.

A firefighter shall if they so elect be allowed to receive compensatory time off; in lieu of pay provided they do not exceed the 480 hour accumulation limitation set forth in the fair labor standards act, as amended. In the event the employee has not taken all compensatory time in excess of 480 hours by April 30th of the year following the year in which the time was earned, then the member shall be paid for all such hours in excess of 480 hours in the next regular paycheck.

2125.67 Accumulation of Sick Days

Regular employees of the City shall be credited with sick days in accordance with the following formula: One and one quarter (1 1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year; such days shall continue to accumulate at such rate without any maximum limitation. An employee granted a Leave of Absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

Employees who terminate their employment with the City for any reason shall have their termination pay computed in the following manner.

(A) They shall be compensated for any earned vacation and bonus vacation including any vacation carried over from the previous year plus vacation earned the year in which the employee was terminated. The computation of the vacation earned in the year in which the employee terminated shall be in accordance with the following table:

- Entitled to 2 weeks - 0.916 x the number of months worked
- Entitled to 3 weeks - 1.333 x the number of months worked

- Entitled to 4 weeks - 1.750 x the number of months worked
- Entitled to 5 weeks - 2.166 x the number of months worked
- Entitled to 6 weeks - 2.583 x the number of months worked

(B) In addition to the above, the employee shall be paid for any holidays worked for which they have not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and they terminate on or before June 30, they shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, they shall receive pay for two (2) discretionary holidays.

(C) An employee shall also be paid longevity computed on a prorated basis for those number of months worked that year.

(D) In addition to the amount set forth in (a), (b), and © above employees who retire or die while in the employment of the City or who separate in good standing from employment after twenty-five (25) years of service shall also receive severance pay for unused sick time accumulated to the time of termination at the rate of one-half (1/2) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

In the event the employee died as a direct result of injuries sustained in the course of their employment with the City or is totally and permanently disabled as a result of injury received while responding to or working at the scene of an emergency call or engaged in fighting a fire or returning from the scene of a fire or emergency, the employee shall receive payment for full accumulation of sick pay at the time of death or retirement.

(E) An employee who has twenty-five (25) years of service credit may have up to thirty-three (33) percent of their accumulated sick pay in excess of sixteen hundred (1,600) hours converted to compensation time annually.

The accumulated sick pay will be based on the employees' sick calculation as of September 1, 2009 and on January 1st of each calendar year after.

The sick pay selected under this program will be deducted from the total hours available at the time requested.

The employee who accepts accumulated sick pay under the provisions allowed in this section will not be entitled to paid extension of sick time effective with the acceptable of pay.

(F) In an effort to improve attendance and reduce the amount of unscheduled time off, an eligible employee, based on their sick time usage in the previous sick year, may annually convert a portion of their accumulated sick time into pay. For purpose of this Section, the sick year is September 1 through August 31. Effective January 1, 2019, a regular full-time employee with five (5) years of service with the City of Toledo may convert up to ninety-six (96) hours of accumulated sick time into pay annually, in accordance with the Sick Leave Conversion Table set forth below, provided the employee has accumulated at least six hundred (600) total hours of sick time as of August 31, 2018. In order to continue eligibility for the sick time conversion payout the employee must maintain a balance of at least six hundred (600) hours of accumulated sick time. Eligibility for this sick time conversion payment will be determined by looking back to the employee's sick time used and accumulated from September 1, 2017 through August 31, 2018. The deadline for an employee to declare participation, date of payment, and

amount of payment, up to ninety-six (96) hours, is January 31, 2019.

In accordance with the provisions set forth below, eligibility for the annual sick time conversion payment shall occur every year thereafter.

Eligibility for a sick time conversion payment will be determined by looking back to the previous sick year. A regular full-time employee with five (5) years of service with the City of Toledo may convert up to ninety-six (96) hours of accumulated sick time into pay annually, in accordance with the Sick Leave Conversion Table set forth below, provided the employee has accumulated at least six hundred (600) total hours of sick time as of August 31. In order to continue eligibility for the sick time conversion payout the employee must maintain a balance of at least six hundred (600) hours of accumulated sick time. The deadline for an employee to declare participation, date of payment, and amount of payment, up to ninety-six (96) hours, is January 31 of the subsequent year.

SICK LEAVE CONVERSION TABLE

Prior Sick Year Sick Time Usage	Conversion
0 - 24 hours	1.0 sick hour = 1.0 hour of pay
24.1 - 48 hours	1.0 sick hour = 0.75 hour of pay
48.1 - 96 hours	1.0 sick hour = 0.50 hour of pay
Above 96 hours	Not eligible for sick time conversion payout

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

- **1.** For the purposes of the sick time conversion payout, unpaid sick days taken will be applied in the same manner as paid sick days.
- **2.** Employees who elect to use sick time to cover FMLA approved leave will count towards the amount of sick hours used.
- **3.** An employee also eligible for a payout under Section 2125.67(E) must elect to participate in either the payout under 2125.67(E) or the payout in Section 2125.67(F). An employee is not permitted to participate in both Section 2125.67(E) and 2125.67(F) in the same year.
- **4.** The maximum annual payout under 2125.67(F) is ninety-six (96) sick time hours.
- **5.** The maximum annual ninety-six (96) sick time hour payout cannot cause an employee to dip below six hundred (600) hours of accumulated sick time.

2125.68 Sick Pay Usage

Sick Pay is pay to the employee for the necessary absence from duty on a regularly scheduled workday because of illness, injury, or exposure to contagious disease not in the course of their employment, or illness in the employee’s immediate family that necessitates their absence from work or would result in serious hardship to their family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision.

~~Department of Fire & Rescue Operations employees on long term illness (off four (4) consecutive tours of duty excluding vacation and Kelly days) would be charged on a forty (40) hour work week basis for the entire term of the illness.~~

Sick pay shall be made for illness or injury incurred as a result of outside employment. Sick pay is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, while committing a felony or other criminal action.

For members working a platoon schedule, sick time usage will be calculated at a rate of 0.833 hours for every hour used.

For the purpose of this section an employee's immediate family shall include father, mother, brother, sister, spouse, child, stepchildren, mother-in-law, father-in-law, daughter–in-law, son-in-law, stepmother, stepfather, domestic partner, grandmother, grandfather, grandchild or any other relative residing in the household of the employee. A "domestic partner" relationship must have been pre-certified by the Department of Human Resources before sick pay usage may occur. The family illness provision shall be for a limited period of time (not to exceed three (3) days) to enable the employee to secure other arrangements for the care of the member of their immediate family.

2125.69 Reporting; Proof of Illness

The employee, while absent on sick pay, must notify the Toledo Fire and Rescue Department under policies as established by the Chief. When claiming sick days an employee must remain at home caring for their illness unless they are away receiving medical attention such as a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home.

(A) An employee who is absent on sick pay shall not be restricted insofar as personal freedom of movement to and from their place of residence with the approval of the Chief, or the Chief's designee. The employee then shall be allowed, under these conditions, to continue to receive sick benefits.

(B) An employee must submit documentation upon return to work sufficient to justify absence, if calling in away from home.

When the use of sick days extends beyond two (2) consecutive tours of duty or, for positions with a forty-hour work week the equivalent of three (3) consecutive eight (8) hour days, the employee shall furnish the city with a Statement of Attending Physician substantiating the facts concerning the employee's condition. The documentation shall be submitted either at the beginning of the next tour of duty or regularly scheduled eight (8) hour day, or thereafter when the employee returns to work.

In an effort to contain sick time abuse, a member may be subject to a home visitation, when the member is absent on sick pay.

The parameters of a home visitation are as follows:

(A) Through August 31, 2018, when a pattern of abuse is established a member may be subject to a

home visitation. Effective September 1, 2018, when an employee on a platoon schedule utilizes forty-eight (48) hours, or an employee on a staff schedule utilizes forty (40) hours of sick pay within a sick year, that employee will receive a sick time notification letter. The sick time notification letter will inform the employee that any sick pay utilized in excess of forty-eight (48) hours, or forty (40) hours, respectively may subject the employee to further investigation for the remainder of the sick year. For purposes of this Section, an investigation may include but is not limited to home visitation, requests for a Statement of Attending Physician (SAP), and/or requests for other supporting documentation, or

(B) When reasonable suspicion of sick time abuse exists, a member may be subject to a home visitation. Reasonable suspicion is not a single uncorroborated source, or

(C) If a member has a long term illness or injury they shall not be subject to a home visit. A long term illness or injury, as defined in 2125.68, shall require a City of Toledo (COT) Statement of Attending Physician (SAP) within fifteen (15) days, of the illness or injury. An SAP must be submitted every thirty (30) days thereafter. After seventy-five (75) days a member may be required to submit a COT Statement of Attending Physician, with a return to work prognosis, duty status, and treatment dates.

The Department may visit an employee at their home address between 0700 and 1900 hours. Upon arrival at the employee’s home address, the department’s visiting officer will call the employee’s phone number on record with the department.

If the visiting Chief Officer or authorized Fire Department personnel does not make face-to-face contact when visited, the employee may be required to report to the contracted occupational health provider with the City of Toledo at a later time during the shift or tour depending on the employee’s work schedule.

If a home visit or an evaluation at the contracted occupational health provider was not accomplished after efforts were initiated by a Chief Officer, then the employee will be considered in violation of this section of the contract. As a result, administrative charges will be served.

The provisions of this section, including the department’s right to visit, also apply to employees’ use of “family sick leave.” If the employee is using “family sick leave” in accordance with Section 2125.68, the employee shall be at their home address, unless the employee otherwise reports to dispatch their location for care of the sick family member.

If an employee is found guilty of said charges, penalties will be as follows:

- 1st offense – Up to 15 day suspension
- 2nd offense – Up to 30 day suspension
- 3rd offense – Up to and including termination

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

2125.70 Sick Pay Extension

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

2125.71 Injury Pay

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

1. Employees sustaining a work-related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will be transported to and treated by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment, not to exceed ninety (90) calendar days, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

2. Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment, not to exceed ninety (90) calendar days, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

3. An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's personal physician will be the physician of record for Worker's Compensation purposes.

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

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

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

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

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

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

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

(G) An employee working in a transitional work assignment will be compensated at their regular rate of pay. With regard to the rights of other employees, the employee in the transitional assignment will be deemed not to be working out of classification.

Transitional work assignments will be identified by the Chief of the Department.

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

(H) With the intent of this injury program being to minimize time away from work and return the healthy employee to active employment as soon as possible, the Joint Labor-Management Health and Safety Committee (Section 2125.41) will also serve as a cost containment committee for Worker’s

Compensation.

2125.72 Bonus Days

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

MONTHS WORKED	SICK HOURS TAKEN												
	0	0.1 to 8	8.1 to 16	16.1 to 24	24.1 to 32	32.1 to 40	40.1 to 48	48.1 to 56	56.1 to 64	64.1 to 72	72.1 to 80	80.1 to 88	88.1 and Over
12	6	6	6	6	5.5	5	4.5	4	3	2	1	0.5	0
11	5.5	5.5	5.5	5	4.5	4	3.5	2.5	1.5	0.5	0		
10	5	5	5	4.5	4	3.5	3	2	1	0			
9	4.5	4.5	4.5	4	3.5	3	2.5	1.5	0.5	0			
8	4	4	4	3.5	3	2.5	2	1	0				
7	3.5	3.5	3.5	3	2.5	2	1.5	0.5	0				
6	3	3	3	2.5	2	1.5	1	0					
5	2.5	2.5	2	1.5	1	0.5	0						
4	2	2	1.5	1	0.5	0							
3	1.5	1	0.5	0									
2	1	0.5	0										
1	0.5	0											

2125.73 Maternity Leave

(A) A female employee will be eligible for maternity leave for that period of time that she is physically incapable of performing her regular work related duties. Such leave shall be provided in accordance with the policy and procedure mutually established and agreed upon by the City and the Union.

(B) In the event of extended disability resulting from pregnancy or childbirth, the Firefighter shall be entitled to use her accumulated sick time, bonus days and vacation days, and may submit a request to the Director of Human Resources for extended sick benefits. The employee’s prior work record with regard to her usage of sick days and her seniority will be taken into account in determining eligibility for such extension. In the event the requested extension is denied, then the employee may be placed on leave of absence as provided in section 2125.35.

(C) The female Firefighter shall be entitled to sick pay for maternity to the extent of the total accumulated days to the credit of the employee. In the event the Firefighter does not elect pay under

this section, or if the employee has used all the sick pay to which she is entitled, the Firefighter shall be placed on Maternity Leave. The first ten (10) sick days when used in accordance with this section shall have no effect on Bonus Days as provided in Section 2125.72.

(D) Firefighters shall, at the option of the employee, be entitled to take sick pay at the time of birth or adoption. The employee shall be entitled to take up to ten (10) eight hour days, or four tours for the purpose of parturient or parental requirements. The ten (10) sick days or four tours need not be used consecutively but shall be used within 90 days of the birth or adoption. The ten (10) sick days or four tours when used in accordance with this section shall have no effect on Bonus Days as provided in Section 2125.72.

2125.74 Death Benefit

Effective January 1, 1991, a death benefit in the amount of fifty thousand dollars ($50,000) shall be paid to the designated beneficiary of an employee of the City of Toledo upon death. Each employee should furnish the City with a Designation of Beneficiary. In the event the employee has failed to designate a beneficiary, then the benefits shall be paid in accordance with the inheritance laws of the State of Ohio.

The amount of death benefits paid to the Designated Beneficiary shall be the same as that amount provided for persons defined as for the term of the Agreement.

In the event a member has died within thirty (30) days of separation of their employment with the City of Toledo they shall receive the death benefit.

In the event an employee dies in the line of duty the City shall pay all funeral expenses not to exceed ten thousand (10,000) dollars.

2125.75 Health and Welfare Trust Fund

(A) Effective January 1, 2018, the City's contribution to the Trust Fund shall be the same as the City’s 2017 PEPM, which is one thousand one hundred fifty-five dollars (1,155.00) per employee (covered by this agreement) per month. Following ratification, the City will furnish fifty percent (50%) of the retroactive payment for 2018. Subsequently, the City will furnish the remaining fifty percent (50%) retroactive payment for 2018 within the first quarter of 2019.

(B) By April 1, 2019, the per employee per month (PEPM) contribution to the Trust Fund shall be the same as the City's 2018 annual average PEPM, in accordance with paragraph (C) herein.

(C) The computation shall be made in the following manner: total health care City costs paid, as defined below, during the prior City calendar year shall be added together and divided by the average number of employees for that year. Employee count shall be as reported by the third party administrator for medical coverage.

(D) “City costs paid” shall be actual costs paid by the City for all those covered under the City of Toledo employee health benefit plan, both exempt and non-exempt. The City’s costs include the following:

- 1. Claims – Dental
- 2. Fees – Dental
- 3. Claims – Medical
- 4. Claims - Prescription Drug
- 5. Fees – PPO
- 6. Fees – ACA
- 7. Fees - Prescription Drug
- 8. Fees – TPA
- 9. Fees - Vision (Exempt 2101, Exempt 2134, Local 20, Local 3411, UAW 12)
- 10. Fees - Life Insurance (Exempt 2101, Exempt 2134, Local 20, Local 3411, UAW 12, Police and TFCA)
- 11. AFSCME Plan Payments
- 12. TPPA Vision Payments
- 13. TPCOA Vision Payments
- 14. Credits - COBRA payments to COT
- 15. Credits – Medical
- 16. Credits - Medical Premium payments to COT
- 17. Rebates - Prescription Drug
- 18. Stop-Loss Premiums
- 19. Credits - Stop-Loss Recovery
- 20. Credits - Medical Co-Pays
- 21. Any and all miscellaneous, unidentified, or unanticipated healthcare costs

It is recognized that providers for City plan services may change from time to time. Where a change occurs, the payments made to both providers of a given service shall be included in the City’s cost calculation for that year, and City shall notify Local 92 in the event of a provider change.

(E) The amount computed pursuant to paragraph (C) shall then serve as the PEPM to be paid to the Trust Fund for the next twelve (12) month period.

Effective January 1, 2019 and each year thereafter the payment shall be adjusted based upon the City's cost, as computed above, for the preceding calendar year. On or before April 1st of each year, if the City’s newly calculated rate is greater than the prior twelve (12) month Trust Fund PEPM contribution, then a lump sum payment shall be made to the Trust Fund retroactive to January of the current year. If the new City rate is less than the prior twelve (12) month Trust Fund contribution, then the overpayment shall be deducted on a proportional basis from the next three months' payments to the Trust Fund.

(F) The Parties agree the foregoing formula requires timely production of all records used to compute “City costs paid.” The City agrees to provide Local 92, by the Healthcare Cost Containment Committee meeting or by the 3rd Thursday of each month, any and all data related to health care expenditures, and required for the calculation in (C) above. To the extent the City develops new records for tracking, monitoring, and/or in any other way evaluating healthcare costs, they shall be provided to Local 92 by the Healthcare Cost Containment Committee meeting or by the 3rd Thursday of each month. The City further agrees to provide Local 92 with access upon request of any and all underlying data, reports, documentation and/or data however titled, and by whatever description, used to prepare the records

described above. Up to two (2) Trust Fund and/or designated Local 92 members are invited to attend the City's Healthcare Cost Containment Committee meetings. The Parties recognize that it takes a couple of months to "close out" and determine the actual cost information for each calendar month. Thus, the Parties acknowledge and agree that, in an effort to ensure accurate cost data, the monthly information provided by the City will be at least two (2) months behind the current month's costs.

(G) The City shall make the monthly Trust Fund payment on or before the 10th of each month. Failure to make payment within five (5) days of the due date will result in a five percent (5%) interest charge on the payment due.

(H) The City's contributions to the Trust Fund shall be limited to the amounts set forth herein as determined through the calculations set forth herein; said amounts may be used by the Trust Fund to purchase whatever health care benefits they will buy.

(I) Local 92, in its sole discretion, shall have the authority to determine whether and if so, the amount of premium to be paid by Trust Fund participants. Local 92 may adjust premiums in its sole discretion. Premiums shall be deducted by the City through payroll and paid to the Trust Fund. Premiums will be deducted on a pretax basis, biweekly and remitted to Local 92's Trust Fund within seven (7) days. Local 92 may notify the City of any changes in individual premium deductions. Payroll deduction changes shall take effect the following month after notification to the City.

The Union shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with the provisions of Section 2125.75(H) and (I).

(J) Effective January 1, 1991, the Trust Fund Administrator shall be released on a full-time basis.

(K) In the event that at any time while this agreement is in effect, the Toledo Firefighters Health and Welfare Trust Fund ceases operations, the City must, beginning on the first day of the month following such cessation, and through the duration of this agreement, provide all Toledo firefighters with health care benefits as then provided under the City plan for members of the Toledo Police Patrolman's Association. The Fund shall provide notice to the City of such cessation sixty (60) days in advance of when assumption of health care coverage is to occur.

(L) To the extent there is any dispute, difference, or disagreement arising between the City and Local 92 as to the interpretation or application of any portion of Section 2125.75 an expedited arbitration process will be utilized. A panel of three (3) arbitrators selected by the parties, and identified by side letter, shall alternate in serving as the arbitrator. A hearing shall be conducted within thirty (30) days of the Union notifying the City of the dispute. Briefs shall be submitted within three (3) weeks of the hearing. The decision shall be due within three (3) weeks thereafter. Section 2125.75's status quo shall remain in place undisturbed until an arbitrator renders their decision. There will be no unilateral change for the City's contribution prior to Local 92 exhausting its appeal rights under this clause.

2125.76 The Ohio Police and Fire Pension Fund

(A) The City will continue to participate in the ~~Police and Firemen's Disability and~~ **Ohio Police and Fire**

Pension Fund as provided in the Ohio Revised Code.

(B) The City will implement a pension “pick-up” plan in accordance with Internal Revenue Service regulations and Ohio Attorney General opinions, whereby State and Federal Income Taxes on employee pension contributions by all bargaining unit members may be deferred.

(C) Effective with the first full pay period of April 2012 the City will pay six percent (6.0%) of the employee’s pension contribution, and the employee shall be responsible for the remaining percentage (employee payment increased from 0% to 4%). In April of 2012 the employee receiving a reduction in pension pickup will receive a separate lump sum check in the amount of one thousand two hundred fifty dollars ($1,250). Employees unaffected by the pension pickup reduction are not eligible to receive the lump sum payment.

(D) Effective with the first full pay period of January 2013 the City will pay three percent (3.0%) of the employee’s pension contribution, and the employee shall be responsible for the remaining percentage (employee payment increased from 4% to 7.0%).

(E) Effective with the first full pay period of January 2014 the City will pay zero percent (0%) of the employee’s pension contribution, and the employee shall be responsible for the entire employee pension contribution (employee payment increased from 7.0% to 10%).

(F) In the event the employee share of the pension contribution increases due to a change in law or regulation during the term of this agreement, the employee shall be responsible for paying the entire increase in the employee share.

(G) Employees are prohibited from receiving the payments specified in paragraphs (C) through (E) directly instead of having them paid by the City to the pension plan.

(H) All Local 92 members hired or reinstated after January 1, 2009 will be required to pay the entire employee contribution to the Ohio Police & Fire Pension Fund and will not be eligible to receive the lump sum payment as contained in sections (C) through (E) above.

(I) Effective the first full pay period of January 2014, and pursuant to sub-section (E), the parties agree and understand that the City’s pension pick-up plan referred to in this article will terminate, and the City will no longer implement or participate in any pension pick-up plan.

2125.77 Safety Equipment

The City will provide an employee purchase plan annually whereby employees will be able to purchase safety shoes and safety glasses, including prescriptive lenses, through a City program. The purchase program shall make these items available to the employee with sixty (60%) percent of the cost of the item being paid by the City and with the remaining forty (40%) percent to be paid by the employee. A payroll deduction system will be established whereby the employee can authorize payment for items purchased under this program through the means of an automatic deduction from the employee’s paycheck.

If the employee chooses not to use the City Program, once a year they may purchase a pair of shoes, (that comply with uniform specifications), from a vendor of their choice. Following the submission of a paid receipt the employee will be reimbursed up to $50.00.

2125.78 Vacations/Kelly Days

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

AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31	VACATION
Less than 1 full calendar year	.916 days for each full year month 40 hr. equivalency
After 1 full calendar year of service	5 tours of duty – or 2 weeks
After 7 full calendar years of service	7 tours of duty - or 3 weeks
After 14 full calendar years of service	9 tours of duty - or 4 weeks
After 21 full calendar years of service	11 tours of duty - or 5 weeks
After 24 full calendar years of service	13 tours of duty - or 6 weeks

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

In determining eligibility for vacation, only continuous years of service shall be counted. Except where an employee has served nine (9) full calendar years with the City and has terminated and then returns to the City, such employee shall be entitled to count the prior service for determining eligibility for vacation.

An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule their vacation in the calendar year in which it should have been taken, they may request that such unused vacation be carried over to the following year. Such request must be submitted to the Department of Human Resources prior to December 1 of each year. All such carry over vacation must be taken no later than April 30 of the following year. Employees shall be allowed to schedule and take vacations and Kelly Days provided herein in accordance with existing Departmental procedures agreed upon between the City and the Union.

Permanent Kelly Days will be chosen by using departmental seniority, utilizing the following guidelines:

- 1. Kelly Days will be chosen within these classifications: (Captains, Lieutenants, and combined Privates (Firefighters, Firefighter/Paramedics) on each shift.
- 2. All effort will be made to assure that there will be no more than a combined total of four (4) Privates at each station with the same Kelly Day.
- 3. Kelly days shall remain with the employee unless the employee transfers to a different shift.
- 4. Any forced doubling up of Kelly Days at the bottom of the seniority list will be corrected by using reverse seniority.

- 5. Probationary employees are subject to having their days altered as needed due to rotation.

Vacations will be chosen by using departmental seniority, utilizing the following guidelines:

- Vacation days will be chosen within these classifications: Captains, Lieutenants, Privates, Paramedics on each shift.
- 1. Each member must choose a four (4) tour vacation block following a Kelly Day in order to establish a two (2) week (5 tour) vacation period.
- 2. The chosen vacation period must fall within the scheduled calendar year. (Example: a member having December 28th as a Kelly Day could not add a 4 tour block to December 28th as there would cause the vacation period to carryover to January 9th of the following year.)
- 3. If a member fails to submit a Kelly Day and/or vacation request(s) for the current year, that member’s request for the previous year will be consulted as to preference.

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

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

2125.79 Paid Holidays

All regular City employees who have completed the first sixty (60) compensated workdays of their probationary period shall be entitled to fourteen (14) paid holidays as set forth below. To be entitled to receive pay for the holidays, the employee shall have worked or be on compensated day off on the day before and the day after the holiday.

Each employee shall have the option of fourteen (14) holidays off scheduled during the year or receiving pay for up to fourteen (14) holidays and one (1) discretionary day. These days will be paid at ten (10) hours per day, payable at the employee’s present rate of pay. This compensation may be paid in a separate check.

Effective January 1, 1988 New Year’s Day; Martin Luther King Day (3rd Monday in January); President’s Day (3rd Monday in February); Good Friday; Memorial Day (last Monday in May); Fourth of July; Labor Day; Columbus Day (2nd Monday in October); Veterans Day (November 11); Thanksgiving Day; Christmas Eve (the last regular work day before Christmas Day); Christmas Day; two (2) additional holidays. For all employees observing the regular Monday through Friday work schedule, in the event any of the above holidays fall on Saturday, the City shall celebrate the holiday on Friday, and in the event the holiday shall fall on Sunday, the City shall celebrate the holiday on Monday. The seven (7) major holidays

are New Year’s Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

2125.80 Funeral Pay

A regular full time employee shall be granted three (3) days funeral pay to arrange for and/or attend a funeral of a member of their immediate family. For the purpose of this section an employee’s immediate family shall include father, mother, brother, sister, spouse, child, stepchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, domestic partner, grandmother, grandfather, grandchild or any other relative residing in the household of the employee. “Domestic partner” is one who meets the criteria set forth in the parties’ memorandum of understanding in that regard. A “domestic partner” relationship must have been pre-certified by the Department of Human Resources before sick pay usage may occur.

In the event of the death of the employee’s father, mother, brother, sister, spouse, or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of Sick Pay. Such additional time shall be charged to the employee’s accumulated sick days.

Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Toledo, an additional two (2) days for travel shall be granted and paid. An employee working on twenty-four (24) hours tour of duty shall be allowed a third (3rd) additional eight (8) hour period.

One (1) day of funeral pay shall be granted to attend the funeral of the employee’s foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law if such funeral occurs on a regular work day and if such employee was scheduled to work that day. Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted the above one (1) day of funeral pay, three (3) days funeral pay will be granted upon the furnishing of an affidavit to the Department of Human Resources setting forth the facts as to the special relationship.

2125.81 Jury Duty

Any regular employee of the City who is required to serve on the jury in any court of record on a regularly scheduled workday shall be paid their regular rate of pay during such period.

In order for an employee to receive pay under this section, they must secure a certificate from the Clerk of Court in which they served evidencing the fact of them having been required to serve.

The employee shall return to duty when their Jury Duty is completed, provided they are released before 1800 hours. The employee returning to duty would be assigned to a station where they are needed and would be released at 2300 hours when they are required to serve Jury Duty the following day.

2125.82 Educational Reimbursement

(A) The City shall reimburse tuition costs for the following:

- **1.** Degree-required job-related courses taken at an educationally accredited college or university by full-time permanent employees.
- **2.** Job-related courses taken at an educationally accredited college or university by full-time permanent employees.
- **3.** Any courses taken at an educationally accredited college or university by full-time permanent employees that are a requirement or an elective of a job-related degree.

Such course work must be approved as job-related by submitting a description of the course to the office of the Chief of **~~Department of Fire & Rescue Operations~~ Toledo Fire and Rescue Department**. As long as the course description is submitted prior to the start of the course, it shall be under consideration for job-related approval. In the event there is a dispute, the Academic Review Committee shall determine the status of a job-related course. The Academic Review Committee shall consist of one (1) member selected by the Director of Human Resources, one (1) member selected by the Firefighters, and the Chief of **~~Fire & Rescue Operations~~ Toledo Fire and Rescue Department** or designated Deputy Chief.

(B) The City shall reimburse one hundred percent (100%) of the cost of tuition and general fees, for a total of ten (10) credit hours per quarter or eight (8) per semester, regardless of the number of courses comprising these totals. These costs will be reimbursed upon the documented presentation of a “C” or 2.0 grade or better. Reimbursements shall be based on the University of Toledo, Bowling Green State University, and Lourdes University cost per credit hour. In the event the reimbursement rate for a different institution is denied by the Chief, the Academic Review Committee shall have the discretion to reimburse at a higher amount, based on the unavailability of the degree program.

(C) Non-accredited schools will be included, if job-related.

2125.83 Unemployment Compensation

The City shall extend the provisions of the Unemployment Compensation Law to City employees.

2125.84 Wage Rates

With the understanding between the City and the Union that there shall be full cooperation in effecting reasonable and efficient economies, the wage rates to be paid to the employees in each salary group defined in this Agreement are set forth in the schedule below.

RATES EFFECTIVE JANUARY 2020			
	80 HOUR RATE	**96 HOUR RATE**	**ANNUALLY**
TRAINEE	$21.625	$18.021	$44,979.19
PROBATIONARY	$23.172	$19.309	$48,197.72
AFTER 1 YEAR	$24.716	$20.597	$51,409.57
AFTER 2 YEARS	$27.805	$23.171	$57,835.49
AFTER 3 YEARS (FULL RATE)	$30.892	$25.743	$64,254.71
AFTER 5 YEARS	$31.294	$26.080	$65,092.78
AFTER 10 YEARS	$31.697	$26.413	$65,928.61
AFTER 15 YEARS	$32.091	$26.742	$66,748.85
AFTER 20 YEARS	$32.501	$27.083	$67,600.28

Effective the first full pay period of January 2021 the rates which were effective in January of 2020 shall be increased by four percent (4.0%).

RATES EFFECTIVE JANUARY 2021			
	80 HOUR RATE	**BI-WEEKLY**	**ANNUALLY**
TRAINEE	$22.490	$1,799.20	$46,779.20
PROBATIONARY	$24.099	$1,927.92	$50,125.92
AFTER 1 YEAR	$25.705	$2,056.40	$53,466.40
AFTER 2 YEARS	$28.917	$2,313.36	$60,147.36
AFTER 3 YEARS (FULL RATE)	$32.128	$2,570.24	$66,826.24
AFTER 5 YEARS	$32.964	$2,637.12	$68,565.12
AFTER 10 YEARS	$33.801	$2,704.08	$70,306.08

Effective the first full pay period of January 2022 the rates which were effective in January of 2021 shall be increased by four percent (4.0%).

RATES EFFECTIVE JANUARY 2022			
	80 HOUR RATE	**BI-WEEKLY**	**ANNUALLY**
TRAINEE	$23.390	1,871.20	$48,651.20
PROBATIONARY	$25.063	$2,005.04	$52,131.04
AFTER 1 YEAR	$26.733	$2,138.64	$55,604.64
AFTER 2 YEARS	$30.074	$2,405.92	$62,553.92
AFTER 3 YEARS (FULL RATE)	$33.413	$2,673.04	$69,499.04
AFTER 5 YEARS	$34.283	$2,742.64	$71,308.64
AFTER 10 YEARS	$35.153	$2,812.24	$73,118.24

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

RATES EFFECTIVE JANUARY 2023			
	80 HOUR RATE	**BI-WEEKLY**	**ANNUALLY**
TRAINEE	$24.326	$1,946.08	$50,598.08
PROBATIONARY	$26.066	$2,085.28	$54,217.28

RATES EFFECTIVE JANUARY 2023			
	80 HOUR RATE	**BI-WEEKLY**	**ANNUALLY**
AFTER 1 YEAR	$27.802	$2,224.16	$57,828.16
AFTER 2 YEARS	$31.277	$2,502.16	$65,056.16
AFTER 3 YEARS (FULL RATE)	$34.750	$2,780.00	$72,280.00
AFTER 5 YEARS	$35.654	$2,852.32	$74,160.32
AFTER 10 YEARS	$36.559	$2,924.72	$76,042.72

Employees covered by this agreement get paid for 80 hours a pay period at the rates indicated in this section. ~~In order to get the 96 hour rate, divide the 80 hour rate by 96.~~

A Firefighter acting as a lieutenant will get a Firefighter's pay for comparable years of service plus nineteen percent (19%).

LIEUTENANT: Full rate for Firefighter with comparable years of service plus nineteen percent (19%) (Differential includes step program).

A Lieutenant acting as a Captain will get a Lieutenant's pay for comparable years of service plus fifteen percent (15%).

CAPTAIN: Full rate for Fire Lieutenant with comparable years of service plus fifteen percent (15%) (Differential includes step program).

PARAMEDICS: All paramedics, including paramedic officers, who are certified before 1993, will be paid an eight percent (8%) differential. All other paramedics will be paid a six percent (6%) differential. All paramedics shall meet the qualifications defined in the letter of agreement that establishes the parameters of the paramedic program.

2125.85 Meal Allowance

The City will furnish a meal allowance to any employee of the Department who is held four (4) hours or more beyond the established quitting time for their regularly scheduled workday or tour of duty, or who has been recalled on an emergency basis. If the employee has been held over for four (4) hours, then either food will be procured and transported to the location where the employee is working, or if that is not possible, a meal allowance of three dollars and twenty-five cents ($3.25) shall be paid to each such member of the Department. Additional meals shall be furnished for each four (4) hour period that the employee is held over.

2125.86 Travel Allowance

(A) Employees authorized to use their private vehicle on City business shall be compensated at the IRS rate per mile in effect which may be deducted from the employee's Federal Income Tax without having to

itemize specific expenditures as established by the Internal Revenue Service letter.

Whenever members of the Maintenance Bureau are required to receive or deliver equipment and this assignment necessitates overnight travel and/or more than eight (8) hours travel time in any one day, said members shall be paid an additional four (4) hours pay at the regular straight time rate.

(B) Above travel allowance is to be paid only for authorized trips out of town. Employees will be compensated for normal use of private vehicles under Section 2125.88.

2125.87 Tool Allowance

Employees assigned to the Maintenance Bureau who are required by the City to furnish the tools necessary for their jobs shall be paid a yearly tool allowance of three hundred dollars ($300.00). This payment shall be paid in July of each year. These employees will also be covered by a blanket theft insurance policy paid for by the City of Toledo.

2125.88 Travel and Clothing Maintenance Allowance

Uniform employees of the **~~Department of Fire & Rescue Operations~~ Toledo Fire and Rescue Department** will receive in a separate check by January 15 of each year a Travel and Clothing Maintenance Allowance of five hundred dollars ($500.00). This allowance will compensate employees for use of their personal vehicles on travel to other Fire Stations. It is not intended for distant travel to other cities when this becomes necessary. Further, this allowance is to compensate employees for the cleaning and repair of their uniforms.

Employees who are required as part of their official duties to wear civilian clothes will receive a travel and clothing maintenance allowance of five hundred and twenty dollars ($520.00).

2125.89 Safety Stipends

The following stipends shall be provided to all firefighters in January of each year.

(A) $150.00 - Firefighter safety equipment not provided by the Department but conforming to Department’s specifications and regulations in the event the Firefighter purchases same.

(B) $350.00 - Maintenance of the physical fitness necessary to effective fire fighting.

Said stipends shall be payable in the gross amount of five hundred dollars ($500.00), payment should be issued not later than January 31 to those members then on the payroll.

2125.90 Termination and Severance Pay

Employees who terminate their employment with the City for any reason shall have their termination pay computed in the following manner.

(A) They shall be compensated for any earned vacation and bonus vacation including any vacation carried over from the previous year plus vacation earned the year in which the **in** the employee terminated. The computation of the vacation earned in the year in which the employee terminated shall be in accordance with the following table:

- Entitled to 2 weeks - 0.916 x the number of months worked
- Entitled to 3 weeks - 1.333 x the number of months worked
- Entitled to 4 weeks - 1.750 x the number of months worked
- Entitled to 5 weeks - 2.166 x the number of months worked
- Entitled to 6 weeks - 2.583 x the number of months worked

(B) In addition to the above, the employee shall be paid for any holidays worked for which they have not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and terminates on or before June 30, they shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, they shall receive pay for two (2) discretionary holidays.

(C) Employees who retire or die or who separate in good standing from employment after twenty-five (25) years of service shall also receive severance pay for unused sick time in accordance with the provisions of Section 2125.67, Accumulation of Sick Days.

(D) An employee shall be entitled to the pay-outs herein no later than 90 days after said employee terminates.

2125.91 Shift Premium

Effective the first full pay period in January of 2000 and thereafter, the City shall pay a shift premium for regular hours worked to dispatch supervisors and the Fire Investigation Unit (arson) as provided herein.

A shift premium of forty cents ($0.40) per hour worked shall be paid to any such employee who is scheduled to start work on or after 11:00 a.m. and before 7:00 p.m. Starting times within this period shall be known as the afternoon shift.

A shift premium of thirty-five cents ($0.35) per hour worked shall be paid to any such employee who is scheduled to start work on or after 7:00 p.m. and before 3:00 a.m. Starting times within this period shall be known as the night shift.

Members assigned to the Fire Investigation Unit (arson) who have been assigned “on-call” duties shall be

assigned a take home car and a portable radio. They shall be available at all times during the on-call period and shall remain fit for duty. They shall not refuse to accept an assignment during the on-call period. If extenuating circumstances exist which would prevent a member of the Fire Investigation Unit from being available for an “on-call” assignment, they shall immediately notify the Deputy Chief or designee in charge of the Fire Investigation Unit.

Fire Investigation Unit members assigned “on-call” duties shall be compensated at seven (7) hours pay at the overtime rate at time and one-half for each (1) week interval, regardless if they are called. This seven (7) hours shall compensated as “money” and cannot be taken as “compensatory time.”

2125.92 Administrative Responsibility

Except as otherwise provided herein, the City shall retain all rights and duties pursuant to the Charter of the City to operate and direct the **~~Department of Fire & Rescue Operations.~~ Toledo Fire and Rescue Department.**

2125.93 Residency Requirement and Waiver

Employees covered by this collective bargaining agreement shall have no restrictions as to where they reside.

2125.94 Continuation of Services

The services performed by the **~~Department of Fire & Rescue Operations~~ Toledo Fire and Rescue Department** are essential to the public health, safety and welfare. The Union and the City, therefore, agree there shall be no interruption of the work for any cause whatsoever nor shall there be any work slowdown or other interference with services. Firefighters may be required to go through picket lines where an emergency exists or is believed to exist, to protect the public health, safety and welfare. Steps will be taken by the City to ensure that Firefighters will not be considered strikebreakers.

A Local 92 representative shall have no authority to take strike action or any other action interrupting the City’s operation. The City will not engage in a lockout of the Firefighters during the term of this Title of the Code.

2125.95 Savings Clause

If any Article or Section of this Chapter 2125 of the Code or of any rider thereto should be held invalid by

operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Chapter of the Code or any rider thereto, or the application of such Article or Section to persons or circumstances other than these as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is the intent of the City and the Organizations that should any Article or Section of the Chapter of the Code be held invalid or inoperable, that Section or article shall be renegotiated in an attempt to provide validity, operability or acceptability to such Section or Article.

2125.96 Paramedic Training

The Parties recognize the importance of providing the citizens of Toledo advanced life support (“ALS”) protection. To do so there shall be a minimum of two hundred fifty (250) certified Local 92 paramedics. Achieving and maintaining the two hundred fifty (250) minimum number shall be done starting with volunteers and mandating, only if there is an insufficient number of volunteers, by reverse seniority. This training program shall be done according to the following provisions:

- As long as there are two hundred fifty (250) certified Local 92 paramedics becoming a paramedic shall be voluntary;

- If the total number of Local 92 paramedics falls below two hundred fifty (250), existing Local 92 members first shall have the option of volunteering to become certified; if there is an insufficient number of volunteers then the department shall have the authority to mandate paramedic certification via reverse seniority;

- The City shall pay for the paramedic training for Local 92 members who either volunteer or are mandated to undergo paramedic training. The city shall only be required to pay for one (1) paramedic training per Local 92 member;

- The City shall reimburse the member for up to three (3) NREMTP exam attempts if necessary. Any refresher course or subsequent exams shall be at the expense of the member;

- Local 92 members who either volunteer or are mandated and elect to undergo their paramedic certification ~~through the TFRD Paramedic Program~~ shall be detailed to a life- squad on duty as a “3rd” rider, to satisfy the certification ride time of the program. Local 92 members also may opt to complete ride time hours on their own time (ie, scheduled days off). It is understood that all other paramedic training, other than ride time, shall be completed off duty, on the member’s own time.

- A joint committee shall recommend a list of outside paramedic programs. Any approval of an outside program shall be at the Chief’s discretion;

- A Local 92 member who opts to receive paramedic training from an approved program ~~outside of TFRD’s programs~~ shall be reimbursed after successful completion of NREMTP certification; members who attend an approved program that is semester or quarterly based will be reimbursed on a semester or quarterly basis but will not be reimbursed for the final semester or quarter until furnishing a valid NREMT-

P Card. Members must pass each semester or quarter to be reimbursed. The City shall reimburse the member for up to three (3) NREMTP Exam attempts if necessary. Any refresher course or subsequent exams shall be at the expense of the member.

~~- The Department shall offer and provide paramedic training within four (4) years of hire date, including but not limited to the class of 2012, and all classes thereafter;~~

- Local 92 members hired prior to December 31, 2001 shall have the right to drop their paramedic classification at any time;

- Local 92 members hired after January 1, 2002 will be required to maintain and work as a paramedic unless the total number of Local 92 paramedics is greater than two hundred fifty (250). If so, members shall be allowed to drop their paramedic classification by seniority on a one-for-one basis, maintaining the two hundred fifty (250) minimum threshold;

- Local 92 members mandated to undergo paramedic training and who fail to successfully pass NREMTP, shall lose their current bid and bid rights for a period of 1 year. That 1-year period shall commence from the date that it is determined that the member will not successfully complete the paramedic training. There shall be no other discipline and/or job action for those failing to successfully complete NREMTP. This provision does not apply to Local 92 members who volunteer for certification. Volunteer members who fail shall not lose their bid rights and/or be disciplined in any other way. All firefighters agreeing to paramedic training may be temporarily assigned to a different shift.

2125.97 Medic Transport

Because, the City of Toledo experiences a high volume of emergency runs requiring medic transport; and therefore, the parties intend for this agreement to result in medic transport calls to be handled by Toledo Firefighters without any change to any contract provision, including but not limited to Section 2125.58 minimum staffing requirements. A medic transport is defined as an ambulance intended for transporting a BLS patient.

Toledo Firefighters possess the expertise and equipment to handle such calls the parties agree to the following points concerning staffing and personnel assignments:

1. The City of Toledo and Toledo Firefighters Local 92 agree that emergency runs requiring medic transport arising inside the City of Toledo may be handled by Local 92 members.

2. ~~It is agreed that the medic transport units will be considered part of a two- piece company and shall respond as provided herein. The City agrees, upon ratification, one (1) of the five (5) three-person engines will be a four-person engine. Upon the 2019 firefighter recruitment class reporting to the line, but no later than December 1, 2019, two (2) of the remaining three-person engines will be four- person engines. Subsequently, upon the 2020 firefighter recruitment class reporting to the line, but no later than December 31, 2020, the two (2) remaining three-person engines will be four-person engines.~~ **The** City of Toledo shall have at least seven (7) medic transport units in service daily. Anything in excess of seven (7) medic transport units will be determined by the fire administration.

3. In order to ensure fair and adequate staffing of the medic transport units it is agreed that no member is exempt from working on the medic transport units. Officers are not required to ride the medic transports~~, but in instances when an officer is riding the transport unit a Private~~ **A Firefighter** must have five (5) years seniority to act on the engine.

4. Paramedics will not be mandated to ride medic transport units but shall be part of a fair and adequate rotation.

5. In the event this agreement results in the addition of new job duties and responsibilities which cannot be handled by the minimum manpower staffing level in 2125.58, it is agreed that the parties shall meet to discuss and resolve such issues.

The following items will be included in a policy established by the Toledo Fire and Rescue Department administration pertaining to ~~five (5) person~~ engine companies.

~~1. Two piece companies shall be considered as one company and will respond as one unit to all alarms.~~

1. ~~2.~~ Medic transports may respond alone to first responder BLS runs.

~~2. While enroute to a fire alarm, the medic transport shall not be split from the responding units once dispatched.~~

~~3. If a medic transport is separated due to a first response EMS run, an additional engine company shall be dispatched to assist the remaining unit on any dispatch other than EMS runs. A pumping apparatus from a two piece company may be used for car fires, leaf fires, when the other unit is being utilized as above.~~

~~4. This policy cannot be used to avert a recall of personnel due to minimum apparatus in service.~~

2. ~~Any time that the units are separated for other than normal station response, acting pay will be paid to a member on the unit without the officer.~~ **Transport differential. Each employee who works on a medic transport vehicle as a part of the daily staffing (not including those in training and riding the vehicle for training purposes) shall be paid a differential equal to a certain percentage of their hourly rate of pay. The differential shall only be paid on all hours assigned on the medic transport. Assignment on a medic unit could include a partial tour. For example, Kafka and Locke are assigned to the medic transport for the twenty-four (24) hour tour. Kafka goes to dive training. Plato then comes in to cover for Kafka for four (4) hours. Kafka returns and balances the tour. Kafka gets twenty (20) hours of differential; Plato gets four (4) hours differential. Locke gets twenty-four (24) hours of differential. On transport vehicles requiring the staffing of two (2) employees, the transport differential will only be paid to the two (2) designated employees, not any additional personnel that may be working on the same medic transport vehicle, unless authorized by the fire chief for extenuating circumstances. The differential is 6%.**

~~The following items will be included in a policy established by the Toledo Fire and Rescue Department Administration pertaining to six (6) person engine companies.~~

~~1. Two piece companies shall be considered as one company and will respond as one unit to all regular alarms or greater.~~

~~2. Medic transports may respond alone to first responder BLS runs.~~

~~3. While enroute to a fire alarm, the medic transport shall not be split from the responding units once dispatched.~~

~~4. This policy cannot be used to avert a recall of personnel due to minimum apparatus in service.~~

~~5. Any time that the units are separated for other than normal station response, acting pay will be paid to a member on the unit without the officer.~~

2125.98 Mid-Term Bargaining

In the event the City as a result of exigent circumstances (as this term is defined under Ohio law developed under R.C. 4117) that were unforeseen at the time of negotiations or the passage of legislation which conflicts with the terms of this agreement finds it necessary to seek a change or changes to a term or terms of this contract, the City, after approval by City Council, shall notify the Union of the proposed change or changes. The Union may, within ten calendar days of such notice, submit a written demand to bargain over such change or changes.

Should the Union demand to bargain as provided herein, the parties shall engage in good faith bargaining for a period of not less than five days and not more than ten days. Bargaining shall be conducted by teams consisting of not more than four persons, unless a larger number is mutually agreed to by the City and the Union.

If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

If the parties have not reached agreement by the end of the mediation period, the City may elect to submit the unresolved issue or issues to conciliation. The conciliator shall be selected and the hearing conducted in accordance with the provisions of R.C. 4117 and the implementing provisions of the Ohio Administrative Code. The City shall maintain the status quo until the conciliator provides their decision.

If the City does not elect to submit the unresolved issue or issues to conciliation, the status quo shall be maintained.

Proposed changes to this agreement that arise within 120 days of the agreement’s expiration will not be deemed mid-term issues. Such issues will be held over until negotiations for a successor agreement commence and this procedure will not apply.

2125.99 Detailing Agreement

1. Detailing shall be defined as the practice of removing and replacing one (1) or more members from an

apparatus for usually eight (8) hours or less, without placing the entire unit out of service. At times it may be necessary to place one (1) engine or its equivalent per battalion out of service to facilitate training. When detailing occurs, there shall be a minimum staffing level of at least four (4) members per engine. In the event staffing falls below four (4) because of the emergency departure of a firefighter, then replacement shall be initiated immediately upon notification.

2. Special programs are those programs that are generally for the benefit of the employee, such as flu shots and the Health Fair. Special programs must be mutually agreed to between the Union and the City.

3. The total number of Local 92 line members, out of service, for details, special assignments, drills, training, and special programs at any one time, will be no more than sixteen (16). In the event of an act of God or break down beyond the control of the City that causes an excess of sixteen (16), the City shall revert to sixteen (16) as quickly as reasonably possible.

4. All details, special assignments and special programs shall be limited to a twenty- five 25 mile radius of the City of Toledo. Every effort will be made to use limited duty members or staff members for out of town details. Limited duty members will be used for mail runs when available.

5. Temporary assignments occur when a member is reassigned temporarily (usually more than twenty-four (24) hours) to another unit, due to a shortage of staffing. Temporary assignments shall be filled with relief pool personnel, unless a member volunteers for the assignment, excluding special qualification assignments. Members who volunteer shall retain all bid rights. Temporary assignments, other than relief pool personnel, shall be limited to twelve (12) months in duration. Temporary assignments that result in staffing falling below the minimum staffing language in 2125.58 shall be recalled to fulfill required minimum staffing level.

6. Special assignments are defined as those circumstances where an entire crew is involved in a particular activity. Special assignments shall be conducted in service and in district) except for maintenance and/or specialty units (haz-mat, confined space, water rescue, etc. Special assignments shall be limited to public relations activities, rig maintenance programs and comprehensive drills. The TFRD may schedule up to three (3) interdepartmental comprehensive drills, one (1) per shift, annually where up to the equivalent of a 2nd alarm can be used providing that the 2nd alarm contingent at the drill is available for immediate response. Additionally, up to two (2) multi agency drills may be scheduled per year using the above staffing guidelines. Guidance for P.R. activities shall be drawn from past practice. If a new P.R. activity is planned then advance notice shall be provided to the Union. If agreement cannot be reached the issue shall be subject to the grievance procedure on an expedited basis. If ordered by the Chief, firefighters shall comply.

7. All detailing, special assignments and special programs, shall be conducted according to and consistent with the terms of the collective bargaining agreements. It is recognized that public relation activities may need to be conducted outside of the time lines contained within the contract.

8. The agreement herein shall remain effective through the term of the current collective bargaining agreement.

9. DEFINITION OF TERMS

DETAILING: Detailing is the practice of removing and replacing one (1) or more members from an apparatus without placing the entire unit out of service (usually for eight (8) hours or less) or as

otherwise defined in paragraph 1 of this Section.

TEMPORARY ASSIGNMENTS: Temporary assignments are those situations where a member is reassigned temporarily (usually more than twenty-four (24) HOURS) to another unit or bureau due to a shortage or need. An example would be the placement of member in the Dispatch Office on a regular basis because a bid was not filled.

SPECIAL ASSIGNMENTS: Special assignments are those instances where the entire crew is involved in a particular activity as a unit. Examples of special assignments are public relations activities, rig maintenance program, and certain comprehensive drills.

SPECIAL PROGRAM: Those circumstances or pre-established programs that are generally for the benefit of the individual employee. Examples are flu shots, Health Fair attendance, etc.

“IN DISTRICT”: “In district” as used herein shall mean within the Battalion Chief’s district in which the company is stationed.

2125.100 Paramedic Program

The following will establish the parameters of the paramedic program:

1. Life squad per shift positions will be filled through the normal bid process. Any open vacancy shall be filled by way of temporarily assigning the least senior paramedics without a bid.

2. Any firefighter paramedic assigned to a life squad will be provided relief from life squad duty up to twenty-four (24) tours of duty per year to serve on a heavy squad, engine company, or a truck.

3. Firefighter paramedics who have a bid on a heavy squad, engine, truck or station bid shall be used for relief duty to a life squad. Said employees shall be sent relieving up to a maximum of eighteen (18) tours of duty per year to a life squad, (exception: disasters or acts of god) relief shall be considered part of normal relief duty as defined in Section 2125.55. Life squad relief shall be distributed fairly and adequately.

4. Paramedic officers may be utilized on a life squad.

~~5. A. Current Salary Group 80 employees who become paramedics through TFRD paramedic training shall have a 2 (two) year commitment to a life squad. Paramedic seniority shall be defined pursuant to 2125.27.~~

5. Salary Group 80 employees who obtained their certification independently who wish to be paid the paramedic differential shall submit in writing their desire to participate in the program. They shall have a **two hundred (200) working tour** ~~two (2) year~~ commitment to a life squad. Paramedic seniority shall be defined pursuant to 2125.27.

6. Paramedics participating in the Paramedic Program:

- a. Shall be paid a full paramedic differential.

- b. Shall be paid overtime for C. E. attendance.
- c. Shall be utilized for paramedic overtime.

7. Paramedics who do not wish to participate in the Paramedic Program:

- a. Shall not be paid a paramedic differential
- b. Shall not ride the life squad
- c. Shall not be recalled as a paramedic
- d. Shall not receive C.E. overtime

~~All members who attend the TFRD Paramedic Academy and furnish the Chief of Training with a valid NREMT-P certification within thirty (30) days of completion of all paramedic instruction and testing shall have their time commitment to the program and their paramedic differential started on the same date, not to exceed thirty (30) days from furnishing a valid NREMT-P certification. Those members shall have the ability to bid a life squad at that time.~~

All other members who furnish the Chief of Training with a valid NREMT-P certification shall have their time commitment to the program and their paramedic differential started on the same day within thirty (30) days from furnishing their valid NREMT-P certification. Those members shall have the ability to bid a life squad at that time. **Members who are denied the ability to complete their Lucas County Emergency Medical System (LCEMS) internship on duty within 10 working tours of providing proof of NREMT-P certification shall have the option of scheduling it on overtime.**

Members who furnish a valid State of Ohio EMT-Paramedic Certificate to the Chief of Training prior to their last day of probation shall be paid their paramedic differential on their first day on the line out of recruit school. Those members shall have their time commitment to the program started and have the ability to bid a life squad on their first day off probation.

Members shall be permitted to bid a non-life squad position in the bid round following the completion of their **two hundred (200) working tour** ~~two (2) - year~~ commitment.

2125.101 Field Training Officer/Paramedic Training Officer

Effective January 1, 2019, Local 92 members below the rank of Lieutenant who are assigned to this Program will be called Field Training Officers (herein referred to as FTO/PTO) however, the Firefighter/Firefighter Paramedic shall remain in Salary Group 80. All firefighters who are selected to participate in this program will be assigned as a FTO/PTO on an individual voluntary basis only.

A. Entry criteria for the FTO/PTO Program

- **1.** The Applicant must have a minimum of three (3) years of continuous seniority with the Department at the time of selection.
- **2.** The goal of the Program being the improvement of line operations and the sharing of experience, a minimum of two (2) line personnel per shift, per battalion shall be maintained in the FTO/PTO Program. However, the absence of a FTO/PTO will not require recall for the purposes of this program. Overall, this program shall have a minimum of thirty (30) participants.

- **3.** The Applicant must have a commitment to training and development.
- **4.** Applicants with line bids must be willing to be detailed on their assigned shift to accomplish training and evaluation duties when necessary.

B. FTO/PTO's shall be selected by Committee to be composed of five (5) representatives: two (2) current FTO/PTO's, one (1) Senior Officer (min. 5 yrs promoted), the Fire Chief or their designee, and the Local 92 President or their designee. At the start of the process, the two (2) FTO/ PTO's will be selected from line assigned personnel (subject to waiver by Committee consensus) by the other three (3) members.

The FTO/PTO Selection Committee will consider the following criteria:

- **1.** Performance evaluation by current Supervising Officer and Battalion Chief.
- **2.** Discipline history as defined in Section 2125.22 “Personal Service Records”
- **3.** Attendance record
- **4.** Prior performance as an FTO/PTO or Instructor
- **5.** Personal interview before the Selection Panel
- **6.** Review of prior work applicable to the position, which may include (but is not limited to) written reports of any type, general qualities of leadership and mentoring, and written recommendations from other members.

C. After interviewing all the candidates, the Selection Committee shall carefully consider all the factors presented and produce a list of FTO/PTO nominees. When everything else is equal between two (2) candidates, the firefighter most senior shall be nominated.

After the selection, all successful FTO/PTO candidates shall undergo either basic, or refresher FTO/PTO Training. Those completing the training will be certified eligible for FTO/PTO service and compensation. FTO/PTOs used in that capacity for any portion of the year shall be eligible for compensation.

D. Cause for removal shall be directly related to one or more of the criterion used in the selection process as listed above. Removal of the certification may be authorized only by the Fire Chief (or their designee) upon either the recommendation of the Selection Committee or as a result of the disciplinary process.

E. After the selection, all successful FTO/PTO candidates will undergo either basic or refresher training. Those successfully completing the training will be certified eligible for actual FTO/PTO service and benefits.

F. Once a firefighter is a certified FTO/PTO, regardless if they are involved in actual training, the firefighter shall receive an annual stipend equal to three percent (3%) of the firefighter’s annual wage, payable over the twenty-six (26) regular pay periods. The adjusted gross wage will not be considered as a new base wage rate. The three percent (3%) payment is also independent of the consideration provided in Section 2125.44 “Training and Career Enhancement Program.”

G. A FTO/PTO that and has been placed on Transitional Duty status for a NON- DUTY illness or injury (Section 2125.106 “Transitional Duty”) status for a period of more than ninety (90) days or has been placed in RESTRICTED DUTY status for a period of more than ninety (90) days shall relinquish their three percent (3%) FTO/PTO pay for the duration after ninety (90) days in this duty status. The three percent (3%) FTO/PTO pay shall be reinstated the first pay period the firefighter returns to full duty status. Only

Firefighters who hold line bids shall be eligible for compensation under this program.

H. The firefighter will retain FTO/PTO certification except where the firefighter receives a promotion above the rank of Firefighter or Firefighter/Paramedic, the firefighter chooses to withdraw from the Field Training Program, or where there is just cause for removal.

2125.102 Domestic Partners

DEFINITIONS

Domestic partner, as specified in sections 2125.68 and 2125.80, shall be defined as two adults who have chosen to share in one another's lives in an intimate and committed relationship of mutual caring. The partners must be living together in the same living quarters and must also intend to remain together. The partners must have agreed to be jointly responsible for the basic living expenses incurred during the domestic partnership. To qualify a domestic partner for purposes of sections 2125.68 and 2125.80, the City employee must apply for pre-certification from the Department of Human Resources.

REGISTRATION OF DOMESTIC PARTNERSHIP

A) Declaration

To establish the existence of a domestic partnership to qualify for benefits in sections 2125.68 and 2125.80, persons shall register as domestic partners by executing a Declaration of Domestic Partnership to be filed with the Department, which shall be forwarded to the Department of Human Resources. The Declaration shall be signed by the domestic partners and shall affirm under penalty and perjury that each domestic partner:

- **1.** Is at least 18 years old and competent to contract;
- **2.** Is the sole domestic partner of the other person;
- **3.** Is not related to each other by kinship to a degree that would bar marriage in this state;
- **4.** Has not been a registered domestic partner with another individual during the six months immediately prior to the application date unless that domestic partner was terminated by death or marriage; and
- **5.** Share with their domestic partner a relationship of mutual support, caring and commitment, and intent to remain in such a relationship.

B) Termination

- **1.** A domestic partnership is terminated by any of the following:
  - **A.** The death of one of the partners;
  - **B.** The marriage of one of the partners; and
  - **C.** The filing of a Termination Statement.
- **2.** The employee may terminate the domestic partnership by submitting to their Department Administrator a form provided by the Department Administrator. The termination form shall be signed by both partners, or, if in the event of death or that one of the partners do not know the whereabouts of the other, a statement of such shall be noted on the Termination Form. The

Department Administrator must notify the Department of Human Resources regarding such termination.

- **3.** An individual whose domestic partnership has been terminated may not file another Declaration of Domestic Partnership under this chapter until at least six (6) months after the date on which the Department Administrator received the Termination Statement. The six (6) month time limitation does not apply if the earlier domestic partnership ended because one of the domestic partners died.
- **4.** Once the domestic partnership Termination Form has been filed, this will cease the benefits provided in section 2125.68 and section 2125.80.

C) Additional Requirements

- **1.** Members who are applying for the extension of benefits outlined in section 2125.68 and section 2125.80 shall provide proof that they and their domestic partner, who may be a city or a non-city employee, are jointly responsible for each other's common welfare and share financial obligations. Such joint proof of responsibility may be demonstrated by the existence of one of the following upon registration:
  - **A.** They have a common or joint ownership of residence.
  - **B.** They have a current lease for a residence identifying both applicants as tenants.
  - **C.** They jointly own a motor vehicle.
  - **D.** They have a joint bank account or credit union account.
  - **E.** They have a joint credit account.
  - **F.** They have identified each other as primary beneficiaries in their wills.

2125.103 Employee Assistance Program

The employer will provide an Employee Assistance Program for all employees who may require assistance with problems of a personal nature, this program shall be subject to the following conditions:

1. Prior to implementation of the program a detailed cost of services, methods and procedures will be agreed upon between Local 92 and the City with respect to all aspects of the program. No new or additional services, methods and procedures will be implemented without the agreement of both Local 92 and the City.

2. Participation in the Employee Assistance Program will be voluntary, and no employee will be ordered, coerced, or in any way intimidated in order to require the employee to utilize the services provided under the program, or any other services in connection with the program. This does not preclude offering this program in disciplinary procedures.

3. Any information or communication whatsoever relating to the employee's participation in the program, or obtained as a result of, or during the course of, an employee's participation in the program, or in connection with the use of the program, shall be kept in strict confidence, and no such information shall be disclosed in any proceedings involving the employee or between the parties without the consent of Local 92 and the employee involved.

4. No employer's representative, supervisor or foreman shall have access to any information whatsoever relating to an employee's participation in the program, or obtained as a result of or during the course of an employee's participation in the program, or in connection with the use of the program.

5. Any person who provides advice counsel or any other services in connection with the program shall not be a competent or compellable witness in any proceedings involving the employee or between the Parties with respect to any matter relating to or in connection with the program, without the consent of the employee and Local 92.

6. No employee shall be disciplined or adversely affected with respect to any term or condition of employment as a result of their participation in the program or on account of any matter relating to meetings, information, or discussions during the course of their participation in the program or in connection with it.

7. No employee shall be required or ordered to seek advice, counsel, medical or psychological examinations, counseling, or attention by any doctor retained, employed, or recommended by the EAP Committee. No employee shall be intimidated or otherwise adversely affected with respect to any term or condition of employment in order to require them to utilize services set out above, or as a result of their failure to utilize such services.

2125.104 Section 125 Program

The Parties agree that if the City establishes a Section 125 Health Savings Account Plan, the City will make it available during the term of this agreement for all employees who have completed their first sixty (60) compensated work days of employment within the Department. The City shall have the sole responsibility of providing a payroll slot, and will not be responsible for the administration of this program. The review of plan documents and the summary of the plan description shall be reviewed by the Department’s own counsel and shall not be the responsibility of the City.

If the need for documentation (i.e. participant’s report of termination or changes in family status) it is the sole responsibility of the Department to notify the City of such changes.

The City shall not be responsible for any costs incurred directly or indirectly due to the implementation of this program. If the City shall incur such costs or should any cause of action be brought as a result of this program, the Department agrees to indemnify, hold harmless and/or reimburse the city one hundred percent (100%).

2125.105 Training Course Reimbursement

Where a member elects to attend and successfully completes coursework at the State of Ohio Fire School, currently at Bowling Green State University, the City shall reimburse all tuition costs of that coursework.

Such attendance must be done off duty. However, the Chief shall have the discretion to permit a member to be detailed or otherwise attend the course on duty where operational needs allow.

The Toledo Fire and Rescue Department shall have the right to utilize the member’s training.

Other certificate-training or non-graded courses may also be reimbursed at the Chief’s discretion.

2125.106 Transitional Duty

The Toledo Fire and Rescue Department shall provide a minimum of 5 (five) transitional duty positions. Qualified employees may be assigned to transitional duty positions for a maximum of ninety (90) days, this may be extended by the Chief.

Transitional duty shall be assigned to those employees whose physician documents that they temporarily cannot perform the full duties and responsibilities of their assigned position. Employees injured on duty shall be subject to the Injury Pay language contained in Section 2125.71.

2125.107 Video Training

By September 1st each station shall be paid $75.00 dollars annually to be used to help maintain T.V.'s and video equipment. This will allow the Toledo Fire and Rescue Department to use this equipment for normal training. The City will pay the Union and the Union will disburse the funds. If a T.V. or video equipment breaks down it will be repaired within 14 (fourteen) days or a substitute will be obtained to allow training to continue.

2125.108 Leave Donation Program

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

B. In order for an employee to donate paid leave time to the Program, the employee must:

- **1. Be a permanent full-time or part-time employee of the City of Toledo.**
- **2. At the time of donation, have accumulated two hundred forty (240) hours of paid leave, and**
- **3. Specify in writing the source (vacation, compensatory, discretionary holiday and sick time) from which leave time is to be utilized for the donation, and**
- **4. Specify in writing the eligible recipient employee on the approved donation list for the Program to whom they are donating leave,**
- **5. Knowingly and voluntarily waive, in writing, their right to any claims on the paid leave time restored and will not at any time be paid for the donated leave time, including at the time of retirement or separation or use it for their own purposes after the paid leave time has been donated.**

C. Any consequence of the employee's donation of any paid leave time is borne solely by the donating and recipient employees, including tax and retirement implications, if any. By participation in the Program, both the Donor and Recipient employees and Local 92 agree to hold the City of Toledo harmless.

D. Leave may be donated to the Program only in eight (8) hour increments. An employee may donate leave to the Program only if the employee has accumulated two hundred forty (240) hours of leave. The maximum number of hours that can be donated in a calendar year is eighty (80) hours.

E. Leave that has been donated to the Program and used shall not be returned to the donating employee, and the employee donating the leave shall not be compensated for the donated leave, including at the time of retirement or separation. In addition, the recipient employee shall not be compensated or receive any monetary value for any donated time received through this Program at the time of retirement or separation.

F. Sick leave hours donated to the Program shall not be counted against the employee donating the leave for the purpose of "Bonus Days".

G. In order to receive leave donated through the Program an employee must:

- **1. Have completed their probationary period; and**
- **2. Have no paid leave available for use including but not limited to sick leave, vacation leave, compensatory time and discretionary holiday time and**
- **3. Not be receiving any other disability related benefit such as worker's compensation and**
- **4. Be absent for a period of at least seven (7) consecutive workdays for a serious illness of the employee or a member of their immediate family or be absent for a period of at least seven (7) consecutive workdays for the birth of an employee's own child; and**
- **5. Employees shall not have an active disciplinary record in their personnel file for excessive use of sick time, abuse of sick time, unauthorized absence or a pattern of sick**

leave abuse.

H. Employees shall be eligible to receive a maximum of one thousand forty (1,040) hours of leave donated under the Program during the entirety of their employment with the City of Toledo. However, after an employee exhausts the one thousand forty (1,040) hours, an employee may submit a written request for an extension of the one thousand forty (1,040) hours to a Joint Labor-Management Committee. The Committee will include two (2) representatives from Management and two (2) representatives from the Union. Further, the Committee may agree to extend the one thousand forty (1,040) hours on a case-by-case basis. The final decision will be based on the consensus of the Committee. If consensus cannot be reached; the request is denied.

I. Employees using leave under the Program shall continue to accrue sick leave and vacation leave and be entitled to all other benefits under this agreement. When a recipient employee returns to work and has donated paid time remaining, any donated time shall be utilized prior to utilizing any other accrued paid time. Employees who use donated leave will have those hours counted as absences for the purpose of "Bonus Days," unless otherwise prohibited by law.

J. The provisions of the Family and Medical Leave Act shall supersede the provisions of this section.

K. The Department of Human Resources shall enact, with the approval of the Mayor, an Administrative Policy and Procedure to implement the Program.

2125.109 Termination

This Chapter of the Code, which was executed October 27, 2021 and became effective as of the first day of January 2021 and shall remain in full force and effect through March 31, 2024 and thereafter until terminated, amended or repealed pursuant to Chapter 4117 of the Revised Code, including, but not limited to O.R.C 4117.09(E) et.al. The Parties agree that the contract will be printed within sixty (60) days of signature, with the cost of such printing to be split equally between the City and the Union. The Parties further agree that at least six hundred (600) copies of the contract will be printed.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN CITY OF TOLEDO AND
TOLEDO FIREFIGHTERS' LOCAL 92,
EXECUTED OCTOBER 27, 2021 EFFECTIVE JANUARY 1, 2021 THROUGH
March 31, 2024

FOR THE CITY OF TOLEDO

10/27/21
10/27/21
10/27/21
10/27/21
10/27/2021
10/27/2021

FOR LOCAL 92

10/27/21
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10/27/21

DATE: 10/27/2021

Permanent link:
https://www.tfrdpolicies.com/dokuwiki/doku.php?id=contracts:local-92-2021-2024&rev=1737750825

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