



# **CTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF TOLEDO**



**AND**

**TOLEDO FIRE CHIEFS' ASSOCIATION**

**JANUARY 1, 2018 – DECEMBER 31, 2020**

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**2113.01 RECOGNITION**

The City agrees to recognize the Toledo Fire Chiefs' Association as the sole and exclusive bargaining agent for the employees of the City working in the classifications that are listed in section 2113.02, in all matters regarding wages, hours of work, and all other conditions of employment.

The City shall inform the Association of the creation or addition of any new classifications or positions. The determination of the appropriate bargaining unit for such classifications or positions shall be made pursuant to Chapter 4117 of the Ohio Revised Code.

**2113.02 CLASSIFICATIONS**

The classifications included in the bargaining unit are:

CLASSIFICATION	SALARY GROUP
Battalion Chief	83
Chief Financial Officer	83
Deputy Chief	84

The classifications listed in this Article are assigned to the salary groups shown opposite the classification and employees shall be paid in their salary group in accordance with the annual salary as set forth in Section 2113.69.

**2113.03 OTHER AGREEMENTS**

The City shall not negotiate nor make any collective bargaining agreement or contract with any of the employees working in classifications covered herein individually or collectively. Any agreements entered into between the City employees covered herein shall be through duly authorized representatives of the Association. Any other agreements shall be of no effect.

**2113.04 DIRECT DEPOSIT PROGRAM**

The City agrees to deduct from the paychecks of employees giving written authorization, bi-weekly or monthly, any monies directed by the employee to the authorized financial institution. **However, effective December 1, 2018, a newly promoted member must enroll, and remain, in the current direct deposit program for employee paychecks for the duration of their employment. All employees currently enrolled in the direct deposit program must remain in the program.**

**2113.05 UNION DUES**

**In recognition of the Toledo Fire Chiefs' Association services to the Bargaining Unit and to promote harmonious and stable relationships between the Bargaining Unit and the City, Chiefs upon promotion from IAFF Local 92 shall meet with a member of the Toledo**

**Fire Chiefs' Association to discuss membership in the Toledo Fire Chiefs' Association and review the consent form for membership and dues deduction. If a Chief signs the consent form, a copy of the member's consent form will be immediately sent to the City of Toledo Division of Payroll.**

The City will deduct any arrears in unpaid association dues, initiation fees, and equal assessments owed to the association, as well as current association dues, initiation fees, and equal assessments from the paychecks of employees ~~working in classifications included in the recognition clause herein who have signed the proper authorization card, authorizing such deductions from the paychecks of the employees~~ **who are members of the Toledo Fire Chiefs' Association and have signed current consent forms.** Such deduction shall be made from the first paycheck of the month for which current dues (payable in advance) and any initiation fees are due the association. The City further agrees to remit to the Secretary Treasurer of the Association, before the 15th day of that month, all association dues, initiation fees, and uniform assessments so deducted from the **member** paychecks ~~of the employees covered herein.~~

**The City of Toledo Division of Payroll will accept cancellations of dues check offs forwarded by the Union and accompanied with a cover letter signed by the Union President or his/her designee. The cover letter will include the name of the member(s) that submitted a dues cancellation notice. Upon receiving the cover letter, the City will promptly process the request and stop the dues payroll deduction.**

**The City of Toledo Division of Payroll will also accept individual dues check off cancellations. Notice of cancellations under this provision will be immediately forwarded to the Union President or his/her designee. The City will not process the cancellation until the Union submits a cover letter as referenced herein. However, if the Union fails to submit the cover letter within ten (10) calendar days, the City will process the request and stop the dues payroll deduction.**

## **2113.06 PAYROLL DEDUCTIONS**

The City agrees to deduct from the paychecks of employees giving written authorization any monies for Community Shares, United Way, Toledo Fire Museum, and the Toledo Fire and Rescue Foundation, and remit such withholdings to the proper authorities.

## **2113.07 FIREMEN'S BENEVOLENT ASSOCIATION**

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

## **2113.08 DEFERRED COMPENSATION**

The City shall make available during the term of the agreement the opportunity for all employees 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. The TFCA may recommend to the City a section 401-k plan and a section 457 plan carrier(s) that

the Union prefers.

The Ohio Association of Professional Fire Fighters 457 Deferred Compensation Plan will be one of the Programs designated by the City through payroll deduction. Loan applicants will pay all application and processing fees.

### **2113.09 PLEDGE AGAINST DISCRIMINATION AND COERCION**

The provisions herein shall be applied equally to all applicants for employment as well as all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, sexual orientation, or political affiliation. The failure of the City to apply provisions herein without discrimination shall be subject to the provisions of the grievance procedure. Nothing herein shall interfere with the City's right to adhere to Federal and State laws as it pertains to disability.

Particularly, it is the express intent that this Agreement shall not be interpreted in such a manner as to cause or constitute a violation of any law, specifically including Title VII of PL-88-352, as amended, known as the Equal Employment Opportunity Act of 1964.

All references to employees in this Agreement designate both sexes.

The City agrees not to interfere with the rights of employee(s) to become members of the Bargaining Unit, and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any employee activity in an official capacity on behalf of the Bargaining Unit.

The Bargaining Agent recognizes its responsibility and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint, or coercion. The Bargaining Agent agrees not to intimidate or coerce any employee in an effort to recruit membership in the Bargaining Unit.

### **2113.10 REPRESENTATIVES AND BILL OF RIGHTS**

(A) The Association shall be represented by a person or persons of their choice and shall furnish the names of the Representatives to the Department of Human Resources, Chief/Director of Fire and Safety.

The Toledo Fire Chiefs' Association is entitled to have up to twelve (12) eight-hour release days per calendar year to allow members to attend union-related business, training and IAFF/OAPFF seminars and related functions.

The Toledo Fire Chiefs are entitled to 100 hours of compensatory time for each of three (3) members for the purpose of contract negotiations. Those three bargaining team members may each earn compensatory time (up to 100 hours) for the purpose of preparing for and participating in contract negotiations ninety (90) days prior to the expiration of the collective bargaining agreement, starting October 1 of the year the contract expires. The three-member bargaining team's earning of compensatory time for the purpose of negotiations terminates upon the

TFCA's ratification of a new contract. An additional twenty-five (25) hours of compensatory time will be granted, in the event fact-finding and/or conciliation proceedings occur for the TFCA. An additional fifty (50) hours of compensatory time for each of the three (3) members will be granted for the purpose of negotiations for the re-opener of the terms of Section 2113.61, "HOSPITALIZATION-PRESCRIPTIVE DRUG-DENTAL INSURANCE." An additional fifty (50) hours of compensatory time for each of the three (3) members will be granted, if necessary, for the specific purpose of mid-term bargaining pursuant to Section 2113.77.

(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, 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 his/her 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 shall be allowed during the questioning for rest periods or for 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 used 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 employee 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.

## **2113.11 GRIEVANCE PROCEDURE**

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

For the purpose of the section, days are defined as official office days, Monday - Friday, excluding weekends and holidays.

**FIRST STEP:** When an employee has a grievance, he shall notify the Grievance Representative of the Association within five (5) days of the occurrence or knowledge thereof. The grievance shall be in writing. The Grievance Representative shall, upon notification of an employee's grievance, along with the employee, discuss the grievance with each superior in rank, if possible, in the chain of command within five (5) days following notification of occurrence. Each superior in rank should attempt to settle the dispute with the Grievance Representative and the employee involved, following procedures as agreed to by TFCA and the Chief/Director. If the chain of command cannot be exhausted within seven (7) days after notification of the grievance, the Association shall have the right to proceed to the next step.

**SECOND STEP:** If at the end of twelve (12) days the dispute is not settled to the satisfaction of all parties concerned, the TFCA shall submit, in writing, the grievance to the Chief/Director of the Department. **Delivery of grievances and grievance answers shall be at Department Headquarters or by email to the Office of the Chief, to be followed up by an**

**acknowledgement of receipt by either time stamp or reply email.** The Chief/Director shall attempt to settle or have settled by his designated representative the grievance within seven (7) days after the written submission to this office. If the answer of the Chief/Director or his designated representative is not satisfactory, then the employee and the TFCA shall have seven (7) days to decide if he wishes to appeal the grievance to the third step of this procedure.

THIRD STEP: If the dispute is not settled to the satisfaction of all concerned parties, the TFCA shall submit the grievance in writing to the Director of Public Safety and the Director of Human Resources who shall attempt to settle the dispute. The Directors shall give a written answer to the grievance within seven (7) days after the matter has been submitted. If the answer of the Directors is not satisfactory, the employee and the TFCA shall have thirty (30) days to appeal the grievance to the fourth step of this grievance procedure.

FOURTH STEP: If the answer of the Directors is not satisfactory, then the Executive Board (TFCA) and the employee will have 30 days as stated in the Third Step to call for a binding arbitration. The name of the arbitrator to be selected will be from a panel requested by the parties from the Federal Mediation and Conciliation Service. The City or the TFCA shall request a panel of seven (7) names from the FMCS. The parties shall select the arbitrator using the alternate strike off method.

Within seven (7) days of the receipt of said panel, the City and Association shall strike names.

In the event more than one grievance is referred to the same hearing, the costs of the arbitration shall be divided proportionately. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any on-duty Department of Fire & Rescue Operations member called as a witness or as a representative by either side will continue to receive his regular rate of pay while attending such hearing, not to exceed the normal hours he would have been on duty.

Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed herein. The interpretation or implementation of the Department of Fire & Rescue Operations' Rule Book and/or Policies shall be subject to the grievance procedure through arbitration, provided however that the issuance of such new Rules are subject to the grievance procedure consistent with Section 2113.43. The arbitration costs shall be borne by the non-prevailing party. The arbitrator must state in his decision which of the parties is non-prevailing. The decision of the arbitrator will not amend or modify, but may clarify, the terms and conditions of this agreement.

Any of the above listed steps in the grievance procedure may be waived by mutual agreement. Time limits may also be extended or waived by written agreement.

#### **2113.12 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 Association fails to appeal the answer given to the next step

of the grievance procedure within the time allowed, then the grievance will 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. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

### **2113.13 RELIEF FROM DUTY**

No member of the Association shall be relieved from duty without first being afforded a hearing as provided in Section 2113.14 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.

### **2113.14 SUSPENSION OR DISCIPLINARY ACTION**

When a member is to be suspended or disciplined, the Fire Chief/Director shall have the charges reduced to writing with two (2) copies to be delivered to the member within fifteen (15) days of the occurrence or knowledge thereof. If an extensive investigation is required, the parties may mutually agree to extend the timelines to forty-five (45) days. In the event of pending civil or criminal matters, the time frames 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, exclusive of weekends and holidays.

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

Any member called to the Chief/Director'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.

A hearing shall be held on a date and time mutually agreed upon not more than three (3) work tours after the charges have been served on the member. Where the employee is unable or unwilling to attend the hearing, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of a Union Representative. Failure of the employee to respond to the offer or phone call shall result in the hearing proceeding without his/her presence. Any action resulting from said hearing shall not be challengeable on the basis of the employee's absence or lack of participation.

The Fire Chief/Director or his designee shall hear the evidence in support of the charges and the evidence in defense of the employee charged and shall endeavor to ascertain the truth of the charges. The Chief/Director shall take whatever disciplinary action is merited based on the evidence he has heard.

If the Chief/Director has suspended a member of the Association, then he 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.

The Director of Public Safety shall render judgment in the matter and take action as he deems suitable as provided in the Charter. The decision of the Director of Public Safety shall be subject to appeal to the Civil Service Commission as provided in Section 144 of the Charter or it may be appealed to an arbitrator for a final determination, but not both. The TFCA shall have thirty (30) days to make this appeal.

If binding arbitration is chosen, the name of the arbitrator to be selected will be from a panel requested by the parties from the Federal Mediation and Conciliation Service. The City or the TFCA shall request a panel of seven (7) names from the FMCS. The parties shall select the arbitrator using the alternate strike-off method.

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.

In the event that charges are levied against a Deputy Chief, the Chief/Director of the Department shall prefer the charges and the Director of Public Safety shall conduct a hearing on the suspension or disciplinary action, complying with previously mentioned time frames.

### **2113.15 COUNSELING**

Counseling is not a disciplinary step. Counseling shall be regarded as a suitable step of retraining. It shall not be used in a punitive nature (i.e., considered negatively when a member is up for promotion or transfer). All counseling records shall be removed from files after a period of one (1) year from the date of issuance. All counseling records shall be entered as "training" in the TFRD training database.

### **2113.16 REPRIMAND**

When it becomes necessary for a supervisor to reprimand an employee, it shall be done with discretion and in a manner as not to cause public embarrassment to the employee. In the event that a written reprimand is issued that is to be made a part of the official personnel record of the employee, then the employee shall have access to the appeal procedure provided in Section 2113.14 of this Article.

A written reprimand is the lowest disciplinary step. When a member is to receive a written reprimand, it shall be delivered to the member within fifteen (15) work days from the date of knowledge of the Deputy in charge thereof. (Work days are Monday through Friday, with Saturdays, Sundays and holidays excluded). Written reprimands shall remain part of the official personnel record of the employee for a period of one (1) year.

An employee may request that the supervisor giving the reprimand cause the reprimand to be reduced to writing so that it can be appealed as provided in Section 2113.14 of this Article.

### **2113.17 PERSONAL SERVICE RECORDS**

Any member of the Association shall be permitted to review his personal records and/or files. Said member, upon one (1) day prior notice, shall be afforded the opportunity to have copies, at his cost, of all items included in his record and/or file.

### **2113.18 DIVISIONAL SENIORITY**

Seniority shall be the date of the employee's appointment to the Department of Fire & Rescue Operations and the total length of his continuous service after that date.

Classification Seniority:

Classification Seniority shall be the date of the member's appointment to his particular classification/pay group as outlined in Section 2113.02 of this article. This seniority shall be utilized for the selection of vacation and scheduled days off. The Chief/Director shall consider classification seniority when making bureau and platoon assignments. If two members were promoted on the same day then their place on the original promotional list will be utilized to determine seniority.

### **2113.19 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 services, will, upon their return within ninety (90) days from release from such services, be granted all seniority rights as if continuously employed by the City during such service.

Sick leave accrued prior to the date of an employee's entrance into the military service shall be preserved until his return to City employment as provided in this section.

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 leaves.

### **2113.20 SENIORITY DURING INDUSTRIAL DISABILITY**

A member of the bargaining unit who is temporarily unable to perform the full duties of their classification within the unit due to an industrial (service connected) disability shall accumulate seniority during this period of sickness or disability not to exceed two (2) years duration, unless this time frame is extended by mutual agreement between the Chief of the Department and the Director of the City's Human Resources Department.

A medical evaluation by a physician deemed mutually acceptable to both the City and the member of the bargaining unit will determine whether it is feasible for the member to begin

participating in the City's transitional work program, as well as the anticipated date the member will be able to return to the full duties of their classification.

A member of the bargaining unit recovering from said disability, who is deemed physically and psychologically eligible to participate in the transitional work program administered by the City, shall agree to do so, or shall cease accumulating seniority from the date of their refusal to participate in said program.

A member of the bargaining unit, injured as defined above and in compliance with the rules of the transitional work program, shall accumulate seniority from the time of the disability, throughout participation in the transitional work program, and upon return to the full duties of their classification.

### **2113.21 VACANCIES**

Assignment of Chief Officers within the Department will continue to be the responsibility of the Chief/Director who shall determine the number and levels of command needed in the various bureaus. **Non-promotional** Line Battalion Chief vacancies will be put up for bid **upon vacancy and filled ten (10) business days later** ~~and will be filled~~ by seniority **in grade** only, with the following exception: Chief Officers transferring from staff back to line assignments will be able to return to their previous position. If their seniority qualifies them for a senior battalion position, they shall be able to displace the least senior of the three senior line chiefs. Transfers for the purpose of balancing the shift manpower shall be by reverse seniority. The Chief/ Director reserves the right to transfer any Chief for the good and order of the Department.

The Chief/Director of the Department shall give any member covered in this Agreement fourteen (14) days' notice prior to reassignment. The member may request, in writing, a meeting with the Chief/Director to discuss the new assignment.

### **2113.22 PROMOTIONS**

It is understood by both parties that the following promotional system supersedes state, municipal and Charter law.

#### **I.**

1. This section provides for the appointment and retention of Deputy Chiefs selected by the Pro Tem process solely at the discretion of the Chief/Director. Deputy Chiefs selected by the Pro Tem process may be removed at any time for any reason and be returned to a Battalion Chief's position by the Chief/Director. The Deputy Chiefs selected by the Pro Tem process may return to the rank of Battalion Chief of their own volition. If a Deputy Chief, selected under this process, is reduced in rank by his own volition or the Chief/Director's discretion, a three workday "waiting" period is required before the change in rank can officially occur. During this time, two meetings will occur: (1) a confidential and private meeting will be held between the Deputy Chief and Chief/Director of the Department wherein the party desiring the change in rank of the Deputy Chief will inform the other of the reasons for that decision; (2) the Director of Public Safety will discuss the reason with the Chief/Director of the Department and the Deputy Chief for purposes of mediation only. The affected Deputy Chief

may request the presence of a TFCA representative. This representative will be an observer only.

2. If a "Senior" Battalion Chief is selected for a Deputy Chief position (under this section) and returns to his/her Battalion Chief status, (s)he will be entitled to "bump" the least senior "Senior" Battalion Chief.

3. This section limits appointees to the position of Deputy Chiefs to those holding the rank of Battalion Chief in our department for two years.

4. This section excludes Deputy Chief appointments from Civil Service examination Procedures.

The City agrees to include in the Pro Tem selection process the following items:

(A) Notification of a vacancy in the bargaining unit Deputy Chief ranks. Notification shall be sent to each eligible member by certified mail to the address of record with the City. Notice shall be deemed to have occurred by records indicating the letter was mailed by the Department.

(B) A fifteen (15) day sign up period will be provided.

(C) An interview may be conducted by the Chief/Director of the Department as part of this process. If an interview is given by the Chief/Director of the Department, all eligible candidates will be interviewed.

5. This section provides for compensation and benefits for Deputy Chiefs in the Agreement between the City of Toledo and TFCA.

II. The City shall have thirty (30) days to fill a Deputy and Battalion Chief vacancy. Back pay will be paid from the date the actual vacancy occurs.

~~III. Provisional Battalion Chiefs may be appointed solely at the discretion of the Chief/Director of the Department only during the 2015, 2016, AND 2017 timeframe and is non-precedent setting. This section limits Provisional Battalion Chief appointees to those holding the rank of captain in our department for two years from the time the vacancy occurs excluding the 30 day grace period. Provisional Battalion Chiefs shall be allowed two (2) years to complete the Toledo Fire Battalion Chiefs' Program. A minimum grade point of 2.0 is required for each class. Unsuccessful candidates will revert back to their former rank of captain.~~

~~This section provides for compensation and benefits for Provisional Battalion Chiefs in the Agreement between the City of Toledo and TFCA.~~

IV. **III.** This section excludes Battalion Chief appointments from Civil Service examination procedures.

1. Battalion Chiefs will be appointed solely at the discretion of the Chief/Director of the

Department after successful completion of the Toledo Fire Battalion Chiefs' Program. A minimum grade point of 2.0 is required for each class. These courses will be fully reimbursed regardless of the number of credit hours with tuition reimbursement as specified in 2113.37.

2. Enrollment in or successful completion of the Executive Fire Officer Program will be acceptable in lieu of the Toledo Fire Battalion Chiefs' Program. It is the intent of the Fire Administration and the TFCA to encourage continued study toward the completion of a degree in Fire Administration.

3. An Academic Review Committee consisting of three chief officers will have final say on reciprocity or equivalencies of coursework previously completed and submitted for consideration in meeting requirements of paragraph 8 below. One member will be appointed by the fire chief, one member by the TFCA, and the third member will be jointly selected.

4. This section limits Battalion Chief appointees to those holding the rank of captain in our department for two years from the date the vacancy occurs excluding the 30 day grace period. Civil Service will establish a list of candidates who have successfully completed the required coursework. Selection for permanent status will come off of the established Civil Service list.

5. The City agrees to include in the Battalion Chief promotional process the following items:

A. Notification of a vacancy in the bargaining unit Battalion Chief ranks. Notification shall be sent to each eligible member by mail to the address of record with the City. Notice shall be deemed to have occurred by records indicating the letter was mailed by the Department.

B. A fifteen (15) day sign up period will be provided.

C. An interview may be conducted by the Chief/Director of the Department as part of this process. If an interview is given by the Chief/ Director of the Department, all eligible candidates will be interviewed.

6. There will be an 18 month probationary period, during which the Chief will be evaluated at least three times.

7. This section provides for compensation and benefits for Battalion Chief's in the agreement between the City of Toledo and the TFCA.

8. The Toledo Fire Battalion Chiefs' program is comprised of coursework that consists of at least 15 credit hours from an accredited college or university, classes will focus on 5 areas of study which have been identified as beneficial to the position of Battalion Chief.

a. Composition, report writing, essay writing



- b. Use of computers including keyboarding, use of spreadsheets, database management
- c. Fire administration including budgeting, human relations, conflict resolution, legal considerations
- d. Emergency management, incident command
- e. Public speaking, public relations

**9. Prior to December 31, 2020, a Promotional Process Committee will be established. The objective of this committee is to review the current promotional process and, if necessary, establish a revised or new promotional process for the rank of Battalion Chief. A revised or new promotional process must be approved by mutual agreement. The Promotional Process Committee shall take into consideration the Department's operational needs and the City of Toledo's financial constraints.**

**The Promotional Process Committee shall be formed and consist of:**

- The Fire Chief or designee**
- TFCA President or designee**
- Human Resources Director/Commissioner or designee**

**IV.** Educational Review

A committee shall be established to review current promotional education requirements.

**2113.23 WORK FORCE REDUCTION PROCEDURE**

A. If it becomes necessary to reduce the work force due to lack of work, lack of funds or other legitimate reasons, the City shall determine its needs; wherein, any reduction that may be determined necessary within this bargaining unit shall be done subsequently and on a proportionate basis to any reduction in the work force who are within the Toledo Fire Fighters, Local 92 bargaining unit. Calculations will be rounded down to the nearest whole number. The Association will receive notice sixty (60) calendar days before the intended date of reduction in rank

For purposes of reduction in rank and recall, seniority, which is defined as the date the employee was appointed or promoted to a classification within this bargaining unit, shall be used.

In the event that a reduction in the work force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion. A member of the Toledo Fire Chiefs' Association has the ability to be reinstated to the rank of Captain with the seniority associated to their previous date of

promotion to the rank of Captain, as a result of a proportionate reduction of the work force in the Toledo Fire and Rescue Department.

B. In the event that the City of Toledo determines the need to reorganize the division, any reduction in the work force, within the Association's jurisdiction, shall be accomplished through attrition. The Department Chief/Director will meet and review any divisional reorganization plan(s) which affects the Chiefs prior to implementation.

#### **2113.24 RECALL TO RANK PROCEDURE**

Names of permanent employees reduced in rank shall be placed on a re-promotion list for the appropriate recall.

Recall shall be in reverse order of reduction of rank at each of the classifications.

No vacancy in groups 83 and 84 will be filled by promotion until those reduced in rank in accordance with 2113.23 are reinstated to their former rank.

#### **2113.25 ACTING TIME**

If a Deputy Chief is absent for the day (8 hrs.) the Battalion Chief assigned to them or their Bureau shall receive acting pay while the Deputy Chief is absent. Acting pay shall be at the current wage rate for a Deputy Chief. **Only Battalion Chiefs off probation are eligible for the acting Deputy assignment.**

#### **2113.26 TEMPORARY VACANCIES**

Chief Officers will fill their own vacancies on the line. The Chief/Director of the Department maintains his right to use a Captain ~~in the above instances~~, if no Chief Officer is available.

At the discretion of the Chief/Director, if a promotional vacancy exists, a Staff Battalion Chief may be temporarily transferred to the line to fill the line vacancy for no more than thirty (30) days per year.

#### **2113.27 PERSONAL LEAVE**

A personal leave of absence in excess of six (6) days may be granted at the request of the member of the Association upon the approval of the City. Leaves of absence for six (6) consecutive days or less may be granted by the Chief/Director of the Department of Fire & Rescue Operations and need not be covered by a formal leave of absence. Requests for such leave shall be in writing and submitted at least seven (7) days prior to its start whenever it is 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 his tour of duty upon conclusion of said emergency. Short term emergency leave may be granted by the Chief/Director or his/her designee.

### **2113.28 PERSONAL LEAVE UP TO 30 DAYS, AND 30 DAYS OR MORE**

A leave of absence may be granted for up to thirty (30) calendar days in any calendar year without loss of position by the employee. When an employee returns from an approved leave of absence (s)he 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. The exceptions to this provision are as follows: the employee who is on an industrial injury leave and in the City program with the Program Physician will be entitled to return to work in his/her classification; or the employee who is on a leave pursuant to the Family and Medical Leave Act of 1993 will be entitled to return as provided therein.

If an employee elects to go on Worker's Compensation pursuant to Section 2113.56, "Injury Pay", the City may fill that assignment after thirty (30) calendar days.

### **2113.29 FRINGE BENEFITS DURING LEAVE**

An employee on an approved leave of absence shall continue to accumulate seniority during the period of his absence. An employee on an approved leave of absence of thirty (30) calendar days or less in any calendar year, shall have his 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 (30) days, however, the employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employees hospitalization and surgical insurance in force during the time the employee is on leave. The exceptions to this are a leave pursuant to the Family and Medical Leave Act of 1993 or an industrial injury leave as provided in this Chapter.

### **2113.30 MILITARY LEAVE AND MILITARY PAY**

An employee who is called into military service shall be placed on an approved leave of absence during the period of time that he is 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.

An employee who is on short-term military training duty shall be paid in accordance with Ohio Revised Code Section 5923.05 as it now exists and as it may be amended from time to time.

### **2113.31 SICK OR INJURY LEAVE**

When a member of the bargaining unit becomes sick or has been injured, and the

employee has no sick days or Injury Pay/Salary Continuation left, and extended Sick Pay or Salary Continuation has not been granted, then the employee may apply for a Leave as provided in Section 2113.28. 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.

A medical evaluation by a physician deemed mutually acceptable to both the City and the affected member of the bargaining unit will determine the feasibility of the member's return to work within their classification. The member shall avail themselves to meet with representatives of the City, Toledo Fire and Rescue Department, and/or the Union to discuss the progress of their medical treatment. Exceptions to this are leaves pursuant to the Family and Medical Leave Act of 1993 or industrial injury leave as provided in this agreement.

### **2113.32 FALSIFICATION OF REQUEST**

No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on leave, the employee shall be given the opportunity to resign from service with the City. If the employee fails or refuses to resign, then he may be discharged provided that the discharge will be subject to the appeals provided by Section 2113.14 "Suspensions and Disciplinary Action" of this Chapter.

### **2113.33 TIME BANK**

The Time Bank shall continue in operation with the administration of such bank under the control of a committee of three (3) members appointed by the Association. The committee shall maintain control of and operate the Time Bank. The provisions of this Time Bank are for Chief Officers only.

### **2113.34 PAYDAY**

Department of Fire & Rescue Operations employees shall be paid biweekly with every other Friday being designated as payday. Payment shall be by automatic direct deposit. Paycheck stubs shall be distributed to the station or office of the member's choice on a continuous basis, subject to change due to transfer of assignment or change of home address.

In the event that any error has occurred which results in a substantial shortage (10% or more of gross pay) 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 his 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 payday falls on a holiday, the employees shall receive their paychecks

on the day prior to the holiday. When the seven (7) major holidays fall on Thursday and payday would be on Friday of that week, then the employees shall receive their paychecks on Wednesday prior to the holiday.

### **2113.35 PROVISIONS FOR SAFETY AND CITY-WIDE SAFETY COMMITTEE**

A. Employees are to comply with all general safety rules of the City and any special provisional safety rules and shall be required to use safety equipment provided to them.

B. The parties will establish a Labor-Management Health and Safety Committee. The union will be represented on this Committee by the local union president or his designee. The City will be represented by a designee of the Director of Human Resources and by commissioners or other administrators designated by the appointing authority based on specialty areas (i.e., construction, transportation, pollutants, and so on). This Committee may also include representatives from other bargaining units within the City. The Committee will be required to consider all issues brought before it, regardless of the bargaining unit impact.

1. This joint Committee shall review all general and/or special divisional safety rules for compliance with required safety standards and, wherever possible, such rules shall be adopted city-wide.

2. This joint Committee will also perform the following functions:

a. The Committee may recommend periodic inspections of the various locations, when necessary, by staff of the Human Resources section of the Human Resources Department.

b. 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 Resources Department and the divisional safety committees.

c. The Committee may recommend investigation of any potential worker exposure to dangerous substances, fumes, noise, dust, etc.

d. The Committee shall be provided written identification of any potentially toxic substance to which the workers are exposed, together with material data sheets, if any.

e. 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 terms of this collective bargaining agreement.

f. The Committee shall develop other cost containment measures which shall include:

- (i.) Enhanced managed care and utilization review,
- (ii.) Increased claims control and claims audits.

g. The Committee shall develop annual goals, objectives and timetables directly aimed at reducing Workers' Compensation costs. Goals and objectives not met within the established timeframes 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.

h. The Committee shall review and analyze all reports of work-related injury or illness, as submitted by the representative of the Human Resources section, and recommend procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.

i. The Committee shall promote health and safety education and/or participate in such programs.

j. The Committee may ask advice, opinion and suggestions of experts and authorities on safety matters and recommend to the representative of the Human Resources 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 union will be utilized on an as-needed basis, as determined by the committee.

3. Subcommittees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions and report back to the Committee.

4. Annual savings directly attributable to the cost containment measures provided herein shall be placed in a Workers' 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 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 Workers' Compensation benefits from the preceding year.

5. Union representatives will receive their regular pay while on Committee business.

6. 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.

C. As written in Section 2125.41 of the Local 92 Toledo Firefighters CBA, there shall be a Fire Department Safety Committee consisting of representatives of the bargaining unit(s) and management. The Committee size and make-up are defined in the Local 92 Toledo

Firefighters CBA. The TFCA President or his designee shall be designated by the Chief to be a member of this Committee. The Safety Committee and the City shall cooperate in securing the adherence to the General Safety Rules of the City and any special divisional rules. No employee shall fail to follow these rules and regulations. Employees shall do everything reasonably necessary to protect the life, health and safety of themselves, other employees and the public.

Safety problems shall be reported by filing an Employee Report of Unsafe Condition. In the event that an urgent safety problem arises, the employee shall notify his supervisor immediately. If unable to correct the hazard, the supervisor or employee shall contact the Safety and Training Section who will conduct an immediate safety inspection.

D. TFCA members shall be allowed to participate in the Employee Assistance Program.

### **2113.36 UNIFORM CLOTHING**

The City shall provide all required uniform clothing and equipment with the exception of shoes and stockings, and all repair and replacement thereof as subject to a determination of the Chief Clothing Officer. A supply of safety clothing and equipment shall be maintained by the Department of Fire & Rescue Operations and shall be available for replacement needs. Such items and the quality thereof may be the subject of recommendations by the Department of Fire & Rescue Operations Employees Safety Committee.

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

Used items shall not be issued to Chief Officers.

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.

A combination travel, clothing maintenance, and training allowance provided at Section 2113.70 herein shall serve as compensation toward employees' uniform cleaning and maintenance costs.

### **2113.37 TRAINING AND SPECIAL PROGRAMS**

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, so as to afford each member equal opportunity for usage.

All members shall be afforded an equal opportunity to request to participate in any Department, City or federally funded special program relating to Department of Fire & Rescue Operations. Notification of these programs shall be provided as far in advance as possible.

The City of Toledo agrees to the payment of all fees for job related studies undertaken by any member of the Bargaining Unit in an accredited institution of learning, when such studies are

done at the request of the City.

An employee who, on his own initiative, desires to take job related courses or electives taken under the curriculum required for an approved job related degree, at an educationally accredited college or university shall after the approval of the Chief/Director of the Department be reimbursed one hundred percent (100%) tuition for a total of ten credit hours per quarter or eight hours 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. Reimbursement shall be limited to tuition levels charged by the University of Toledo for academic coursework, and by Owens College for technical coursework. Additional costs will be reimbursed at the Chief’s discretion.

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 TFCA, and the Chief of Toledo Fire & Rescue Department or designated Deputy Chief.

**With the exception of employees enrolled in the Toledo Fire Battalion Chiefs’ Program offered at Bowling Green State University, the Executive Fire Officer Program or other comparable Fire and Emergency Services Higher Education (“FESHE”) programs, any employee taking courses or electives under the curriculum required for an approved job related degree who resigns, retires (except for disability or death), or is terminated for cause from the City’s employment must repay the tuition reimbursement paid by the City for all courses taken less than five (5) years prior to the date of termination. If necessary, this amount will be deducted from the employee’s termination pay or his/her final paycheck.**

A combination travel, clothing maintenance, and training allowance provided at Section 2113.70, “Travel, Clothing Maintenance and Training Allowance”, herein shall serve as compensation toward employees’ National Fire Protection Association and/or International Fire Chiefs’ Association dues payments.

Members assigned to Staff positions may attend the National Fire Academy (if accepted) with the approval of the Chief/Director of the Department.

### **2113.38 WORK ASSIGNMENTS/PERFORMANCE REVIEW**

Annually, the Fire Chief/Director and each respective Deputy and Battalion Chief shall meet for the purpose of establishing goals and objectives for that Chief’s specific area of responsibility.

A form will be developed to reflect progress towards the accomplishment of stated goals and objectives.

These goals and objectives shall be formulated for the purpose of contributing to Fire Department goals. There shall be a quarterly review of these forms by the Fire Chief/Director



and prior to any promotions to Deputy Chief.

### **2113.39 RETIREMENT**

A member of the Association who anticipates retirement should provide notification to the Chief/Director 12 months in advance of the intended date. The intent of this language is to aid the Chief/Director in budget and manpower planning and not in application of punitive measures.

### **2113.40 RESIGNATION**

A member whose removal from the service is sought may resign at any time prior to or at the time the determination is made by the Director of Public Safety pursuant to Section 143 or 144 of the Toledo City Charter and his work record shall show that he resigned of his own accord.

### **2113.41 OUTSIDE EMPLOYMENT**

No employee of the City shall accept outside employment that is adverse to or in conflict with his municipal employment.

### **2113.42 COMPENSATED TIME CONSIDERED AS TIME WORKED**

Holidays, vacation days, sick and 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 Chapter of the Code shall be considered as time worked for purposes of seniority, longevity, health and welfare benefits, and continuity of employment.

### **2113.43 RULES AND ORDERS**

Written orders shall be issued to provide direction for new Rules, Department operations, Programs, and Procedures. The City shall give a copy of any change or addition to the Procedures Manual or any file letter to the President of Local 3382 a minimum of ten (10) days prior to its effective date. The written order and new rules shall be subject to the grievance procedure provided herein up to the office of the Chief/Director. Decisions of the Chief/Director relative to Rule or Procedure changes appealed under the provisions of this Section shall not be subject to arbitration unless there is a violation of the collective bargaining agreement. A copy of the Rule Book and all subsequent changes shall be provided to each member by the City.

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.

## **2113.44 HOURS OF WORK; WORK SCHEDULES**

Except for emergency situations, the following shall be the established work schedules for the members of the Association working the various Sections and Bureaus of the Department of Fire & Rescue Operations.

Starting and quitting times of the Line Chiefs shall be 6:30 a.m.; Bureaus and offices shall remain as presently scheduled, unless operational procedures necessitate a change.

Fire Fighting Platoons: Effective January 1, 1980, and thereafter, the work week shall continue on the established schedule with the platoons scheduled to work an annual average of forty-eight (48) hours per week. If the total hours of the work week become part of any wage package concession, then the membership of the TFCA agrees to assume a like number of hours for its work week, to gain the same wage package.

Training and Other Staff Positions: The work day shall be the employee's regularly scheduled hours of work with a fixed starting and quitting time, and shall consist of consecutive hours, except as broken for break periods and the lunch periods.

The work week shall consist of a forty (40) hour work week, as determined by the Chief/Director of the Department.

## **2113.45 TRADE OF TIME**

Unlimited trades will be approved, for each member involved in the trade, by their immediate supervisor, provided such change does not impair Fire Department operations. The immediate supervisor shall be made aware of all such trades. All members shall be able to perform the duties of the member they trade with.

## **2113.46 REPORTING/CHARGING OF SICK TIME**

An employee who reports in accordance with Department Policy that he is unable to work because of illness at the 6:30 a.m. starting time of his tour of duty, may, after telephone clearance through proper channels, arrange to return to work at 2:30 p.m. of the same tour and be charged no more than eight (8) hours sick time.

## **2113.47 OTHER COMPENSATION**

Hours worked by employees covered by this agreement beyond regularly scheduled hours shall be considered overtime and compensated at the rate of time and one half (1 ½) of the employee's regular work.

## **2113.48 EMERGENCY RECALL**

Any employee who reports, when requested, for work other than his regularly scheduled hours shall be guaranteed four (4) hours of pay at his overtime rate. The employee shall be

guaranteed the overtime rate of pay for the actual time worked, but no less than four (4) hours pay at the overtime rate. Time spent in staff meetings scheduled by the Chief/Director of the Department shall be excluded from this provision. The terms of this Section shall not apply to "Acting Time" as set forth in Section 2113.25 hereof.

#### **2113.49 HOLIDAY PAY**

Employees, on the platoon schedule, who are credited with hours of work on ~~any of the~~ specific date of the major holidays shall be compensated twelve (12) hours at their regular straight time rate for having been credited with hours worked on those days. The ~~seven (7)~~ nine (9) major holidays for which such additional compensation shall be paid are New Years Day, Martin Luther King Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Any Staff Chief who works either the calendar day before or the calendar day after any of the ~~seven (7)~~ nine (9) major holidays shall be compensated an additional four (4) hours at their regular straight time rate for those holidays.

Staff Chiefs will have the option of working four (4) ten hour days on those weeks where a major holiday falls on a weekday or any weekday holiday that Local 7 members have off with prior approval of the Chief/Director.

#### **2113.50 SUBPOENA PAY**

Whenever an employee of the Department has been subpoenaed as a witness in connection with a matter arising out of the course of his employment with the Department and is required to respond to such subpoena on a scheduled day off, said employee shall be guaranteed one (1) hour for reporting, and after one (1) hour he shall be paid to the next highest tenth (1/10th) per hour that he was required to be in attendance at the hearing at the overtime rate.

#### **2113.51 ACCUMULATION OF SICK DAYS**

(A) Chief Officers shall be credited with sick days in accordance with the following formula 1/1/88: one and one quarter (1¼) 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. Provided the conditions of section 2113.71, "Termination and Severance Pay", have been met, unused sick leave accumulated to the time of termination shall be paid at the rate of one-half (1/2) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

A Chief Officer who dies as the direct result of injuries sustained in the course of employment with the City, or who is totally and permanently disabled as a result of injuries received during activities directly related to fire suppression or medical runs (on duty), shall receive payment for the full accumulation of sick pay at the time of death or retirement.

(B) Sick time transferred from other political subdivisions of the state of Ohio will be

accepted in full.

(C) Any employee granted a leave of absence without pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

(D) An employee who has 25 years of service credit may have up to 33% of his/her accumulated sick pay in excess of two hundred (200) days converted to compensation time annually.

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 acceptance of pay.

**(E) In an effort to improve attendance and reduce the amount of unscheduled time off, an eligible employee, based on his/her sick time usage in the previous sick year, may annually convert a portion of his/her 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

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

**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 2113.51(D) must elect to participate in either the payout under 2113.51(D) or the payout in Section 2113.51(E). An employee is not permitted to participate in both Section 2113.51(D) and 2113.51(E) in the same year.**
- 4. The maximum annual payout under 2113.51(E) 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.**

### **2113.52 SICK PAY USAGE**

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

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 similar action.

For the purpose of this section, immediate family shall include only the employee's father, mother, sister, brother, 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 his immediate family.

### **2113.53 REPORTING; PROOF OF ILLNESS**

The employee, while absent on sick pay, must notify the Department of Fire & Rescue Operations. When claiming sick days, an employee must remain at home caring for his illness unless he is away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. In the event there is a question as to whether a claim of an absence due to sickness is legitimate, the Chief, at his or her discretion, may direct that the absence be verified by a home visitation between 0700 - 1900.

Where an employee who is recuperating from surgery or some other major medical condition is advised by his physician that a change of location would hasten his recovery, he may do so with the approval of the Department of Human Resources. The employee then shall be allowed, under these conditions, to continue to receive sick pay benefits.

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

### **2113.54 REPORT TO A PHYSICIAN DESIGNATED BY THE CITY**

In any case where a Chief is required to report to a physician selected and paid by the City, it shall be on City time, except in cases where he is off the payroll. After a Chief is released for duty by his family physician, in the event the City requires the Chief to report to a physician designated by the City before returning to work, no additional sick time shall be charged against the Chief pending his examination by the physician.

### **2113.55 SICK PAY EXTENSION**

In the 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, including his usage of sick days and his seniority, will be taken into consideration 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.

### **2113.56 INJURY PAY/SALARY CONTINUATION**

(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/Salary Continuation program.

- (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. 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, completes the injury packet, Salary Continuation shall be granted by the Department of Human Resources for up to sixty (60) calendar 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.

Salary Continuation 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 prior to 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 Salary Continuation will be stopped and the injured worker may apply to the Bureau of Workers' Compensation for compensation benefits.

(D) 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 and go only to the physician of their choice are not entitled to any Salary Continuation benefits contained in this collective bargaining agreement. Any and all work-related injury claims will be processed through and conform with the Worker's Compensation Act.

(E) False Claim: The City reserves the right to recoup Salary Continuation benefit payments to 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.

(F) 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/Director of the Department in consultation with the Department of Human Resources.

**2113.57 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 below:

**BONUS DAY  
CANCELLATION TABLE**

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	6.0	6.0	6.0	6.0	5.5	5.0	4.5	4.0	3.0	2.0	1.0	0.5	0.0
11	5.5	5.5	5.5	5.0	4.5	4.0	3.5	2.5	1.5	0.5	0.0		
10	5.0	5.0	5.0	4.5	4.0	3.5	3.0	2.0	1.0	0.0			
9	4.5	4.5	4.5	4.0	3.5	3.0	2.5	1.5	0.5	0.0			
8	4.0	4.0	4.0	3.5	3.0	2.5	2.0	1.0	0.0				
7	3.5	3.5	3.5	3.0	2.5	2.0	1.5	0.5	0.0				
6	3.0	3.0	3.0	2.5	2.0	1.5	1.0	0.0					
5	2.5	2.5	2.0	1.5	1.0	0.5	0.0						
4	2.0	2.0	1.5	1.0	0.5	0.0							
3	1.5	1.0	0.5	0.0									
2	1.0	0.5	0.0										
1	0.5	0.0											



## **2113.58 MATERNITY PAY**

An employee shall, at the option of the employee, be entitled to sick pay for the maternity of the employee's spouse. The employee shall be entitled to take up to ten (10) 8-hour days or four (4) 24-hour tours of duty from accrued sick pay for the purpose of staying home to assist the employee's family at the time of the employee's spouse's delivery. It is the parties' express intent that this section shall not be applied or interpreted in such a manner as to cause or constitute a violation of any law, specifically including PL103-3, known as the Family and Medical Leave Act of 1993, provided, however, that any remedy for violation of this act shall be as set forth in the Act.

## **2113.59 DEATH BENEFIT**

A death benefit in the amount of fifty thousand dollars (\$50,000) which shall extend to a period of thirty (30) days beyond separation from employment with the City, shall be paid to the designated beneficiary of a regular 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 benefit shall be paid in accordance with the inheritance laws of the State of Ohio.

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

## **2113.60 DRUG AND ALCOHOL TESTING**

### **1. Policy Statement**

The Toledo Fire & Rescue Department recognizes illegal drug usage and alcohol impairment while on duty as a threat to the public safety and welfare and to the Chief Officers of the Department. Thus, the Department will take the necessary steps, including drug and alcohol testing, to eliminate illegal drug usage and being impaired by alcohol while on duty. The overall goal of this Policy is prevention.

### **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.

The term "Chief" shall be construed as the Chief or his/her designee.

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

All employees will be informed of the Department of Fire & Rescue Operations' 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 being alcohol-impaired on duty. All newly promoted Chiefs will be provided with this information when initially promoted. No employee shall be tested until this information has been provided.

#### 4. Basis for Ordering in Employee to be Tested for Drug Abuse

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

A. Where there is reasonable suspicion that the Chief Officer to be tested is using or abusing illegal drugs. Where the Chief orders the test, he/she shall give his/her “reasonable suspicion” reasons for requiring the drug test prior to testing in writing. Such report shall be confidential, but a copy will be given to the employee.

B. Any Chief selected for promotion to Deputy shall submit to a drug test following the procedures contained herein.

C. 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.

A professional medical interview with the employee prior to the test will serve to establish use of drugs currently taken under professional medical supervision.

The Chief Officer 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 Chief Officer to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

## 6. 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 occupational physician or occupational nurse 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 Chief Officer medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality.

## 7. Basis for Ordering a Breathalyzer Test

A. Where there is reasonable suspicion that the Chief Officer to be tested is impaired by alcohol. Where the chief orders the test, he/she shall give his/her "reasonable suspicion" reasons for requiring the breathalyzer test prior to testing in writing. Such report shall be confidential, but a copy will be given to the employee.

B. After any vehicular accident in which an employee is the driver, the employee may be tested for alcohol abuse at the Chief's discretion.

## 8. Alcohol Testing Procedures

An initial level of .04 grams per 210L of breath shall be considered positive. for purposes of disproving the breathalyzer test, an employee may voluntarily consent to an authorizing test. if initial screen results are below the positive level, testing shall discontinue, all samples destroyed and records of the testing expunged from the members' personnel file.

## 9. Disciplinary Action

Employees who as a result of being ordered to be drug tested are found to be abusing drugs may be subject to disciplinary action. Members who, as a result of being ordered for alcohol testing, are found to have .04 and above on an authorizing test will be subject to discipline and/or evaluation. If a member is found to have .02 - .039, he/she shall be sent home without being subject to discipline. The member may utilize vacation time, comp time, or be placed off payroll. After 8 hours, the member may choose to have a repeat breathalyzer and return to duty at the Chief's discretion. Refusal to submit to a drug test or breathalyzer, adulteration of, or switching a urine sample may also be grounds for disciplinary action. Voluntary submission to a chemical dependency program can be a basis for consideration prior to imposition of a penalty.

## 10. Right to Appeal

An employee 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 in Section 2113.14.

## 11. Voluntary Participation in a Dependency Program

An employee 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.

Although an employee will not be subject to disciplinary action where the employee voluntarily submits to treatment, prior to the Administration's knowledge of the dependency, as discussed above, the Department of Fire & Rescue Operations reserves the right to insure that the Fire employee is fit for duty, including the right to test randomly for up to five (5) years. An employee found temporarily unfit for duty because of drug abuse or alcohol shall be treated as are those similarly situated, i.e., sick leave, temporary reassignment, if available.

## 12. Duty Assignment After Treatment

Once an employee successfully completes rehabilitation and is fit for duty, he or she will be assigned to duty in a position to be determined by the Chief. Employee reassignment during treatment shall be at the discretion of the Chief/Director of Fire 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 employee shall be given a fresh start with a clean administrative record, except that discipline records shall be retained as is provided for in section 2113.17 "Personnel

Service Records".

13. Right of Union Participation

At any time, a member shall be afforded the right to Union Representation; the association, upon request, will have the right to inspect and observe any aspect of the drug or alcohol testing program with the exception of individual test results.

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 Association may inspect individual test results if the release of this information is authorized by the employee involved. The City shall notify the Union if the Administration knows in advance that drug or alcohol testing will take place.

14. Union Held Harmless

This drug testing program is initiated solely at the behest of the employer. The Department of Fire & Rescue Operations 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 testing. The Association shall be held harmless for any alleged violation of any employee's constitutional rights.

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

The employee, if the result of the test is positive, shall assume the costs related to testing.

**2113.61 HOSPITALIZATION-PRESCRIPTIVE DRUG-DENTAL INSURANCE**

(A) General Provisions:

The City will provide hospital, medical, surgical, major medical outpatient diagnostic laboratory services, prescriptive drug, dental care and benefits under the terms and conditions set forth below:

(1) Coverage shall be provided to each employee, each employee's spouse, and all unmarried dependent members of the employee's family in accordance with the plan document. Spouses who are both employed by the City must jointly elect one coverage. A new election may occur after an open enrollment due to circumstances such as layoff, or other separation of one of the spouses, death or divorce. Where spouses who are both employed have dependents from prior marriages for who hospitalization coverage they are responsible shall be exempt from this joint requirement.

Where the spouse of a City employee has health care coverage through a different employer, the spouse must enroll in his/her employer's plan. Dependents shall be covered as provided by the "Birthday Rule". Co-ordination of benefits shall be provided so that coverage is extended to the spouse and dependents that is provided by the other employer's plan. In case of demonstrated hardship due to excessive co-premiums (i.e., 40% co-premiums or premium payments equaling 30% or more of earnings) special consideration will occur.

(2) Coverage for this purpose shall be furnished through the insurance carriers selected exclusively by the City on a fair fee or other basis until such time as some other insurer may be selected or the City determines that it would in its best interest to insure these benefits. The Association shall receive advance notice of and the reasons for the change in carriers.

(3) Coverage shall be provided at the levels existing as of December 31, 1999 except as set forth herein.

(B) The following health care cost containment procedures shall be effective for all employees enrolled under traditional coverage:

(1) Second surgical opinions, pre-admission notification or certification emergency care limitations, concurrent review, post-admission concurrent review, outpatient surgery, continued treatment and technological review, medical case management, planned discharge and other procedures may be established under the medical review programs established by the City shall be followed.

(2) Full time employees covered by another employer's health care program due to marriage or other reasons may waive their City of Toledo coverage and receive twenty five thousand dollars (\$25,000) in life insurance coverage. This shall also be extended to those employees whose spouses are also employed by the City.

(3) Coverage for nervous and mental treatment is limited as follows: inpatient care shall be maintained at a maximum of thirty one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of twenty two visits per year at fifty (50%) percent co-insurance.

(4) Coverage for drug and alcoholism treatment is limited to a maximum of twenty five thousand dollars (\$25,000) lifetime benefits for all in-patient and out-patient care. In-patient care shall be maintained at a maximum of thirty one (31) days per calendar year. Out-patient coverage shall be expanded to a maximum of twenty five hundred dollars (\$2,500) per calendar year at fifty per cent co-insurance. Employees using drug and alcohol treatment programs must use the Fire Department Employee Assistance Program when one is available. The Co-operative health network or other such agency selected the City for managing health care must be used by employees to certify coverage for drug and alcohol treatment for themselves or their dependents.

Treatment of alcoholism and drug addiction, in addition to coverage for nervous/mental diseases or disorders, coverage for in-patient treatment of alcoholism and drug abuse is limited to thirty-one days (31) per calendar year for each covered person following that covered person's

admission to a hospital.

Once combined in-patient/out-patient maximum of twenty five thousand dollars (\$25,000) has been met for alcohol and drug care, no further in-patient benefits will be available. Coverage is limited to a lifetime maximum of twenty five thousand dollars (\$25,000). Covered services for a covered person's first admission will be paid at one hundred percent (100%) of the provider's reasonable charge. A second admission will be paid at seventy five percent (75%) of the provider's reasonable charge. A third admission will be paid at fifty percent (50%) of the provider's reasonable charge. After three admissions per lifetime, no further in-patient benefits are available.

(5) The panel of providers and PPP selected by the City for managing and providing nervous and mental, drug and alcohol treatment must be utilized. The City may request proposals toward a managed care plan for this purpose with an effective date of June 1, 2000 or thereafter. The selection shall be by mutual agreement. The schedule of benefits in effect as of December 31, 2000 shall be maintained, without additional co-pays or deductibles.

(C) The following cost sharing plan and cost coverage restrictions shall be effective for all employees enrolled under conventional coverage.

(1) There shall be a five hundred dollar (\$500.00) annual per person maximum on chiropractic care in 2003 which shall increase to a one thousand dollar maximum effective in 2005 and a thirteen hundred (\$1,300.00) annual per person maximum on physical therapy, both subject to the major medical deductible (\$100.00/individual and two hundred dollar (\$200 /family) and co-insurance 80%/20%.)

(2) Major Medical benefits shall be paid to a lifetime maximum of one million dollars (\$1,000,000) per person with one hundred dollars (100.00) / individual and two hundred dollar (\$200.00) /family deductible and 80%/20% co-payment; provided that coverage for nervous-mental, drug and alcoholism is limited per paragraph (b) ; (3) and (4).

(3) There shall be a ~~sixty five dollar (\$65.00)~~ **two hundred dollar (\$200.00)** co-pay for all emergency room visits, which shall be waived if the individual is admitted, ~~or if the visit is between the hours of 8:00 p.m. and 9:00 a.m. or on a Saturday after 12:00 p.m. noon or a Sunday.~~

(4) There shall be a monthly co-premium paid by each employee for hospitalization, prescriptive drug and dental insurance. Employees will pay the following monthly co-premiums:

	Single Coverage	Single + 1 Coverage	Family Coverage
Effective with the first full pay period of January 2012	\$48	\$80	\$92
Effective with the first full pay period of January 2013	\$71	\$120	\$129
Effective with the first full pay Period of January 2014	\$94	\$160	\$166

The co-premiums will be made by payroll deduction on a pre-tax basis. Spouses who are both employed by the City of Toledo will pay one co-premium payment based on the level of coverage selected. The “Birthday Rule” and the “Spousal Exclusion” language in Part A of this section continue to apply to coverage options.

(D) The Cost Containment Committee shall be maintained from among the representatives of the various bargaining units, including the Toledo Fire Chiefs Association. The Committee shall develop other cost containment measures, which shall include: 1.) enhanced managed care, such as pre-certification, concurrent review, and utilization review; 2.) changes of coverage or benefits such as increased deductibles, limitations on coverage and contributions from employees; 3.) increased claims control, such as co-ordination of benefits, subrogation, workers compensation deferral, patient audits and claim audits; 4.) negotiations and; 5.) development of a participative employee plan by which employees will be encouraged to contain costs, audit bills, correct lifestyles, maintain wellness and undertake other cost saving measures. The Cost Containment Committee shall meet regularly on at least a monthly basis and attendance shall be required. The Cost Containment Committee shall develop annual goals, objectives and timetables directly aimed at reducing health care costs. Subcommittees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions and report back to the committee. Goals and objectives not met within the established time frames shall be critically reviewed by the Cost Containment Contract as they affect TFCA shall be permitted unless the authorized to do so by the TFCA through its president. In the event any change in benefits is required by either federal or state law, the TFCA and City shall negotiate the replacement language. If no agreement is reached, the matter shall be subject to interest arbitration. The parties shall use a panel of seven arbitrators with experience in interest arbitration.

(E) The Association releases the City from any obligation to add or to expend moneys currently in the Healthcare Savings fund created pursuant to former paragraph (f) of this section on future cost increases or wellness programming. The Association further releases the City from any obligation to consult with the Cost Containment Committee relative to the transfer or expenditure of those funds. Annual reports from third party administrators of the City’s health and benefits, including any such reports showing costs and cost reductions shall be shared with the Cost Containment Committee.

(F) Coverage for all well baby care, pap tests, and office visits shall be offered to all employees enrolled under the Co-operative Health Network coverage.

i) Well baby care is limited to routine examinations and immunizations for an infant until the infant’s first birthday.

ii) Pap tests as well as office fees will be paid in full once every twelve months.

iii) Office visits for routine services rendered in the physician’s office including physical examinations and family planning shall be subject to a fifteen dollar (\$15.00) co-



payment, which shall be counted toward the individual's major medical deductible.

Fees that the physician charges for the services under paragraphs (1), (2) and (3) shall be paid on the same basis as other covered services (e.g. usual, customary and reasonable; payments for services under part (F) (1) and (3) of 100% will be made for the first one hundred and twenty five dollars (\$125.00) per single contract or three hundred dollars (\$300.00) per family per calendar year collectively for well baby care (after federally specified limits have been met) and for office visits. The fifteen dollar office visit co-pay shall not be counted toward the \$125/300 limits. After deductibles are reached, payment shall then be under the major medical plan; provided however, that the bill shall be reduced by the fifteen dollar (\$15.00) office visit co-pay before the 80%/20% co-payment formula is applied.

(G) The City shall provide a three tier closed formulary prescriptive drug purchase program with a co-payment structure of a six dollar (\$6.00) co-payment for Tier 1 drugs (generics); fifteen dollar (\$15) co-payment for Tier 2 drugs (preferred brand name drugs); and a thirty dollar (\$30) co-payment for Tier 3 (non –preferred brand name drugs). This program will include a generic drug substitution option, and shall select the provider for the formulary drug program, who shall group drugs according to determinations made by the provider's therapeutic committee as it deems necessary.

The City may implement managed care for the prescriptive drug program. This would allow for an evaluation of the interaction of an individual's different prescriptions on a voluntary basis. Recommendations could then be made to the individual and his/her physician for more effective drug therapy.

(H) The City shall continue to provide a major dental plan which provides the following:

Type A services: Preventative 100%  
Type B Services: Major and Minor Restorative – 80%

Deductible for Type B Services fifty dollars per person per year. Maximum payment of \$1,000.00.

Type C Services: Orthodontia: - 60%

Maximum lifetime benefit for Type C Services for any covered person \$1000.00 coverage limited to dependent children under age 19.

Such benefit shall continue in effect for the life of this agreement. The City however, may select an alternative carrier or become self-insured as it deems necessary. The coverage to be provided to each employee shall be either an individual or family contract, as may be appropriate. The selection of insurance carrier to provide the coverage herein is the exclusive right of the City.

(I) Vision care: Beginning in July 2000, the City shall contribute fifteen dollars (\$15.00) per employee per month for vision care benefits to the Toledo Fire Chiefs Association. Said shall be used by the Association to purchase whatever vision care benefits they will buy. The City shall have no responsibility relative to the administration of this Vision Care Plan.

(J) The City agrees to all conditions and terms relating to the hospitalization-prescriptive drug – dental insurance shall be maintained at less than the highest minimum standards in effect as of the effective date of this agreement (per the Fact-finders report and acceptance by the union and City Council). It is further agreed that any terms or conditions agreed to that are in excess of those established shall not be reduced.

(K) Upon mutual agreement of the Parties to this agreement, the Parties agree to re-open this agreement for the limited purpose of negotiating the terms of Section 2113.61, Hospitalization-Prescriptive Drug-Dental Insurance. It is the Parties' intent to meet as part of a multi-unit negotiation (AFSCME Local 7 Main Unit & Comm-Ops, AFSCME Local 2058, TPCOA, TPPA Local 10, Teamsters Local 20, TFCA Local 3382, AFSCME Local 3411, and UAW Local 12) regarding the terms of Hospitalization, Prescription Drug and Dental Insurance. Each unit would subsequently ratify any tentative agreement. If the Parties to this agreement are unable to mutually agree on revisions, the ~~existing~~ language of Section 2113.61 Hospitalization-Prescriptive Drug-Dental Insurance shall remain in effect for the term of this agreement.

### **2113.62 OHIO POLICE AND FIRE PENSION FUND**

(A) The City will continue to participate in the Ohio Police and Fire Pension Fund as provided in the Ohio Revised Code.

(B) As long as the City participates in a pension "pick-up" plan in accordance with Internal Revenue Service regulations and Ohio Attorney General opinions, as permitted by law State and Federal Income Taxes on employee pension contributions by all bargaining members may be deferred.

(C) 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 remaining percentage, if any. This reduction in pension pickup by the City is in exchange for a 3% increase in the spread, effective in the first full pay period of January 2014, as contained in Section 2113.69.

(D) In the event that the employee share of the pension payment increases due to a change in law or regulation during the term of this agreement the employee shall be responsible for paying the entire increased employee share.

### **2113.63 SAFETY EQUIPMENT**

The City will provide an employee purchase plan 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 percent (60%) of the cost of the item to be paid by the City and the remaining forty (40%) percent to be paid by the employee. A payroll deduction system will be established under this program through the means of an automatic deduction from the employee's paycheck.

A new laptop computer capable of producing, saving and transferring the required paperwork/forms for an EMS or Fire incident will be provided for each line battalion chief officer plus one spare laptop. A total of four (4) laptops will be purchased in 2007.

Polo shirts shall be provided by the city to be worn in accordance with guidelines established by the Chief/Director. This will include no more than two (2) short-sleeved polo shirts or one (1) Department issued sweatshirt per year.

## **2113.64 VACATIONS AND COMPENSATORY TIME**

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

### **AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31**

### **VACATION**

Less than 1 full calendar year	.833 days for each full month 40 hr. equivalency
After 1 full calendar year of service	2 weeks or 5 tours of duty
After 7 full calendar years of service	3 weeks or 7 tours of duty
After 14 full calendar years of service	4 weeks or 9 tours of duty
After 21 full calendar years of service	5 weeks or 11 tours of duty
After 24 full calendar years of service	6 weeks or 13 tours of duty

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 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 Human Resources Department prior to December 1 of each year. All such carryover vacation must be taken no later than April 30 of the following year.

Employees shall be allowed to schedule and take vacation as provided herein in accordance with existing Departmental procedures agreed upon between the City and the Association.

**Any excess vacation time for line Battalion Chiefs, or double days, shall be chosen along with their vacation picks for the following year. Double days may not be used for any of the nine (9) major holidays. In an effort to curtail overtime that double days potentially cause, the Chiefs' Association agrees to have staff Battalion Chiefs cover for line Battalion Chiefs subject to the following conditions:**

1. **No more than 40% of the double day tours may be covered by the staff chiefs.**
  - a. **This coverage must be spread evenly amongst the available staff Battalion Chiefs.**
  - b. **The use of staff Battalion Chiefs must be FLSA compliant.**
2. **No less than 60% of the double day tours shall be covered by overtime.**

~~Excess, unscheduled vacation time shall be assigned pursuant to existing seniority rules within each shift. Each shift shall request a block of time in which excess vacation time may be scheduled. In the initial year of this agreement (2015) "A" Shift shall have first choice of said block, "B" Shift shall have second choice, and "C" Shift shall have third choice. Each subsequent year of this agreement, the priority of choice shall shift; for example in the second year of this agreement (2016), "B" Shift shall have first choice, "C" Shift shall have second choice, and "A" Shift shall have third choice.~~

~~Excess vacation block requests shall be submitted to the Operations Deputy by each shift after completing their rotational vacation picks for the following year's tours. All excess vacation blocks shall be subject to consent of the Chief; said consent shall not be unreasonably withheld.~~

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 advance pay requested.

The use of compensatory time shall not be restricted, except, staffing coverage must be secured for the compensatory time request to be honored for line positions. A member who requests compensatory time shall not be eligible to work during the shift for which compensatory time had been requested.

## **2113.65 PAID HOLIDAYS**

All members of the bargaining unit shall be entitled to fifteen (15) paid holidays as set forth below.

Each employee shall have the option of fifteen (15) holidays scheduled off during the

year or of receiving pay for up to fifteen (15) holidays. In the event the employee elects to take the days off, it shall be scheduled in a way as not to impair the operation of the Department. These days will be paid at ten (10) hours per day, payable at the employee's present rate of pay. This compensation shall be paid in a separate check.

#### HOLIDAYS EFFECTIVE JANUARY 1, ~~2015~~ **2018**:

New Year's Day; Martin Luther King Day (3rd Monday in January); Presidents Day (3rd Monday in February); Good Friday; Easter; 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; two (2) additional holidays.

Unless otherwise specified, 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)~~ **nine (9)** major holidays are New Year's Day, **Martin Luther King Day**, Easter, Memorial Day, Fourth of July, Labor Day, **Veterans Day**, Thanksgiving Day and Christmas Day.

#### **2113.66 FUNERAL PAY**

Regular full-time employees shall be granted three (3) days of funeral pay to arrange for and/or attend a funeral of a member of the employee's immediate family. 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 funeral pay may occur.

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 the employee's regular work day and if the employee is 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 one (1) day of funeral pay, three (3) days of funeral pay will be granted when the employee furnishes the Director of Human Resources an affidavit proving the existence of a special filial relationship. A filial relationship is defined as being one in which the employee bears or assumes a relationship with another individual similar to that of a child, offspring, or parent. Relationships within this policy which came into existence solely on account of marriage of an employee shall be considered dissolved on the same day said marriage is dissolved by law or by death.

The relationships of aunt, uncle, first cousin, niece or nephew shall not be considered to come into existence on account of the marriage of an employee.

The wife or husband of an employee's spouse's sibling shall not be considered to be a sister-in-law or brother-in-law of the employee.

An employee shall be granted funeral pay only after the employee furnishes evidence of the death of a person with whom the employee has a qualifying relationship.

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. In the event the third day of such period of mourning falls on Saturday, Sunday or recognized holiday, then the employee shall be allowed the first scheduled day thereafter. An employee working on twenty-four (24) hour tours of duty shall be allowed a third additional eight (8) hour period.

### **2113.67 JURY DUTY**

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

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

The employee shall return to duty when his jury duty is completed, provided he is released before 1800 hours. The employee will return to duty and be released at 2300 hours when he is required to serve jury duty the following day.

### **2113.68 UNEMPLOYMENT COMPENSATION**

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

### **2113.69 WAGE RATES**

For the period of this agreement, the current wage spreads described as follows shall be maintained:

Captain / Battalion Chief: 16%  
Battalion Chief / Deputy Chief: 13%

It is understood that should IAFF Local 92 wage increases be in the form of lump sum payments, TFCA members will receive a like form of wage increase.

## **2113.70 TRAVEL, CLOTHING MAINTENANCE AND TRAINING ALLOWANCE**

All bargaining unit employees shall receive a combined allowance in January of each year toward uniform cleaning and maintenance, travel time and mileage outside normal work hours, and National Fire Protection Association and/or International Fire Chiefs' Association dues. All Chiefs shall receive five hundred and seventy-five dollars (\$575.00) for these purposes.

Employees authorized use of their private vehicle during normal working hours shall continue to be compensated at the rate per mile 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.

## **2113.71 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 earned the year in which 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 he has not been compensated either in the form of pay or time off. If the employee was entitled to two (2) discretionary holidays and has not taken them and he terminates on or before June 30, he shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, he shall receive pay for two (2) discretionary holidays.

(C) Employees who retire or die while in the employment of the City shall also receive severance pay for unused sick time in accordance with the provisions of Section 2113.51, "Accumulation of Sick Days".

(D) Members of the bargaining unit who leave the employment of the City of Toledo prior to their forty-eighth (48th) birthday with twenty-five (25) years of service or more shall be entitled to sick pay benefits as described in Paragraph C as comprising that part of their severance pay.

## **2113.72 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.

## **2113.73 REORGANIZATION**

(A) Emergency recall for Battalion Chiefs. There shall be three line Battalion Chiefs in Field Operations on duty each shift every tour. Situations may arise which require the recall of a Battalion Chief. Recall will be instituted if a situation occurs where two of three Field Operations Chiefs are out of service for more than 30 minutes or if all three Battalion Chiefs are out of service. When either of these situations occurs, a fourth Battalion Chief will be called. If a condition exists where all three Chiefs are out of service, recall will be instituted immediately. This section does not apply when a Field Operations Chief is detailed.

(B) A Senior (as defined in 2113.18) Battalion Chief will be assigned to execute Senior Battalion Chief duties for the entire tour. This includes weekends and holidays. This Chief Officer will be paid 9% over the hourly base rate (80 hour rate) for time worked while assuming the above duties. The Senior Chief may refuse to serve as Senior Battalion if another on duty line Battalion Chief agrees to accept that responsibility and accompanying pay. It shall be offered to the other Chiefs in order of seniority. **If a Senior Battalion is asked or forced to come to staff, they shall retain their Senior Battalion pay for the duration of the assignment up to two (2) years.**

(C) There shall be four Deputy Chiefs of which at least two shall have a Battalion Chief assigned to them. The Deputy Chiefs' responsibilities and duties shall be determined by the Chief of the Department.

## **2113.74 SAVINGS CLAUSE**

If any Article or Section of this Chapter 2113 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 Organization that should any Article or Section of this Chapter of the Code be held invalid or inoperative, that Section or Article shall be renegotiated in an attempt to provide validity, operativeness or acceptability to such Section or Article.

## **2113.75 CAREER ENHANCEMENT PROGRAM**

In consideration for members of the Chief's Association obtaining certain educational or career longevity objectives, or maintaining certain specialty job assignments or qualifications,



the Administration will provide the following Career Enhancement Program (CEP) wage differentials:

<u>Educational Attainments</u>	<u>Differential</u>
Associates Degree	<del>1%</del> <b><u>1.5%</u></b>
Bachelors Degree	<del>1.5%</del> <b><u>2%</u></b>
Advanced Degree	<del>2%</del> <b><u>2.5%</u></b>
 <u>Career Longevity</u>	
15 Years	1%
 <u>Specialty/Staff Assignment</u>	
Instructor	1%
Staff Chief	1%
HAZMAT	1%
Confined Space	1%
Water Rescue	1%
Paramedic	2%

The cumulative Career Enhancement pay differential for any Officer will not exceed 2.5% total. **Effective January 1, 2019, the cumulative Career Enhancement pay differential for any Officer will not exceed 3% total.**

The Career Enhancement differential will be paid as part of regular wages. On an annual basis, the Fire Chief will review eligibility for Career Enhancement payments, and adjust wage differentials for each member as needed. The Chiefs' Association will be informed of any such adjustments before they take effect. A member who believes that he or she is eligible for an increase in Career Enhancement differential at any other time during the course of the year shall notify the Chiefs' Association, which shall in turn notify the Fire Chief of the basis for the requested increase in differential. The Fire Chief shall then make any necessary adjustment in the member's differential.

**Paramedic Chiefs may attend continuing education ("CE") either on duty or off duty. If a Paramedic Chief attends CE off duty then the Paramedic Chief will receive overtime pay at the appropriate rate.**

### **2113.76 FITNESS STANDARDS**

Both the City of Toledo and the Toledo Fire Chiefs' Association understand the necessity of maintaining officers in a fit condition. In accordance with this understanding, the parties have agreed to use the bio-systems evaluation program. This program will establish the relative fitness level for all participants using scales developed by bio-systems. Participation in the program is mandatory. The program will be administered 3-4 times per year. An individualized

program will be provided to each participant to help improve his/her fitness level.

No records shall be maintained that identify an officer and show his/her performance on any aspect of the evaluation. Individual results will be provided only to the individual officer. An alias or password selected by each officer will be used to maintain that officer's record and the individualized program. No references to chief officer's rank will be recorded. Aggregate statistical data on the group as a whole may be generated and maintained.

The City agrees that there will be no disciplinary or dismissal action taken against any member as a result of testing and failing to meet the minimum relative fitness score. The City maintains all management rights relative to any members that refuse to participate in the evaluation. Only those officers deemed unable to take the test by a physician shall be excused.

The parties specifically recognize that this program involves medical evaluation of members. Confidentiality over all aspects of the program is therefore considered fundamental, and it is expressly understood that all records generated will be treated as medical records within the meaning of ORC 149.43.

Neither the City nor the TFCA shall volunteer the results of the evaluation to any other entity.

#### **2113.77 MID-TERM BARGAINING AND SEVERABILITY**

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 the 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 (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) 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 (10) 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 his or her decision.

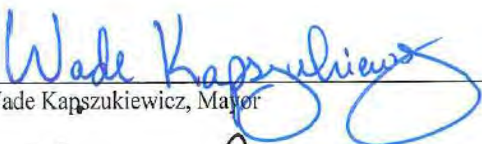
**2113.78 TERMINATION**

This Chapter of the Code shall be effective as of the 1st day of January ~~2015~~ **2018**, and shall remain in full force and effect through December 31, 2017, **2020**, and thereafter until terminated, amended or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF TOLEDO  
AND  
TOLEDO FIRE CHIEFS' ASSOCIATION**

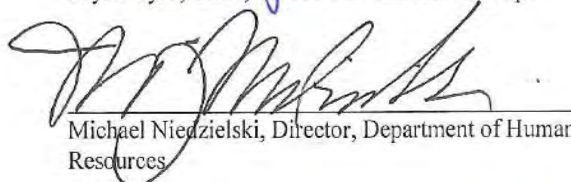
**EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020**

FOR CITY OF TOLEDO:

  
Wade Kapszukiewicz, Mayor

  
Karen Poore, Safety Director/Deputy Chief of Staff

  
Bryan Byrd, Chief, Toledo Fire and Rescue Dept.

  
Michael Niedzielski, Director, Department of Human Resources

  
Anthony Markwood, Chief, Bargaining and Representation

FOR TFCA:

  
Robert Krause, Battalion Chief, President TFCA

  
Michael Nicely, Battalion Chief

  
Todd Besteda, Battalion Chief

DATE: 3/29/19