

2129.02 Classifications

The classifications included within this bargaining unit, and their eligibility for representation and benefits shall be as follows:

(a) **Police Officer Trainee:** All newly hired trainees shall complete the Ohio State Peace Officers Training Council Minimum Standard Training Program prior to being assigned to any regular police duties. At the conclusion of the training period, the Trainee who has successfully completed the training course shall then be classified as a Police Officer Probationary and will be assigned regular police duties. ~~When O.P.O.T.A. (Ohio Police Officer Training Academy) certified employees are hired, they as well shall be considered Trainee Police Officer until their assignment as a Police Officer Probationary commences. Upon completion of the Police Officer Trainee Program the employee will receive the first step wage increase. No Trainee shall be assigned to any regular police duties nor receive any fringe benefits other than Hospitalization and Death Benefit during the Academy training period.~~

When employees are laterally appointed in accordance with Civil Service Commission Rule 50.21, they will receive the wage rate in section 2129.75 corresponding to their years of full-time service with another law enforcement agency. Upon ratification of this agreement, current officers who have previous full-time service with another law enforcement agency may be eligible to receive the applicable wage rate retroactively. In order to be eligible, those current officers must submit sufficient documentation to prove their full-time service within six (6) months of the ratification of this agreement.

Upon the employee having successfully completed the training period in the Police Academy, he/she shall then be entitled to full fringe benefits. The Association shall represent a new employee upon satisfactory completion of the Academy. However, the Association shall not represent the employee in an issue pertaining to the acceptance or rejection of the employee during the Probationary Period.

All O.P.O.T.A. Certified employees, laterally hired, shall be released from the Academy for an orientation with the Association. This shall occur two (2) days or more prior to the completion of the Academy, and shall be accomplished at the Association's facility at a time agreed upon by the Police Administration and the Toledo Police Patrolman's Association.

(b) **Police Officer - Probationary:** All appointed employees shall serve a probationary period of one (1) year of duty in actual police service after successful completion of the Police Academy, or such longer period as agreed upon by the Director of Police Operations and the Toledo Police Patrolman's Association to allow for an extended full evaluation of Probationary Employee. They shall have no seniority during this probationary period, but upon completion of this year, their seniority date shall be established as the original date of employment.

Absence from work for any reason, except schooling required by law, shall not be included in calculating an employee's one (1) year probationary period, but in no event shall a probationary employee become permanent until he has completed one hundred eighty (180) work days of actual police service.

The City may discharge an employee at any time during the employee's training or probationary periods and a statement of the reason(s) for such discharge shall be submitted to the employee. The provisions of this section shall apply only to employees in their initial probationary period or any mutually agreed upon extension.

(c) **Police Officer:** Employees upon the completion of the probationary period shall be classified as police officers and will be known as permanent employees. Their training and probationary periods shall then be counted for purposes of determining their entitlement to all fringe benefits, as well as their continuous service date in the event of layoff.

The Association shall be the exclusive bargaining agent to address a new police class. This is to occur at some time between the 130th and 150th days of their employment while they are in attendance at the police academy, for the purpose of informing new employees of the existence of the Association and their functions as representatives of employees.

(d) **Sergeant-At-Arms:** The position of Sergeant-At-Arms will be selected from the rank of Police Officers. The Sergeant-At-Arms shall be selected by the City Council and his/her duties shall be exclusive to the business of the Mayor and City Council. In the event of holidays not covered within this agreement, said duties shall be defined by the Chief of Police.

For the Union:

M. Hagen
SE 2277
Harvey Best
RG
CG #2476

For the City of Toledo:

W. Nick
Kayla Gynasco
Karen Poore

TENTATIVE AGREEMENT

MARCH 12, 2025

Date: 3/12/25

Date: 3/12/25

2129.11 Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied to all employees, without discrimination as to age, sex, marital status, race, color, ~~creed~~, national origin, religion, ancestry, citizenship status, pregnancy, disability, genetic information or condition, sexual orientation, gender identity or expression, military status or status as a veteran, HIV and AIDS, or political affiliation. The failure of the City or the Association to apply this agreement without discrimination, when brought to the attention of either party, shall be subject to the provisions of the grievance procedure.

All references to employee in this Agreement designates both sexes, and where the male gender is used, it shall be construed to include male and female.

The City agrees not to interfere with the rights of employees to become members of the Association, 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 Association.

The Association recognizes its responsibility as bargaining agent and agrees to review and/or present all employee grievances in the bargaining unit without discrimination, interference, restraint or coercion. The Association agrees not to intimidate or coerce any employee in an effort to recruit membership.

For the Union:

M. Hays
Sharon Aaron
Sharon Abbott
Chris #2476

Date: 3/12/25**For the City of Toledo:**

Tom Marino
Kayla D'Amico
Karen Poore

Date: 3/12/25

2129.23 Suspension or Disciplinary Action

When departmental charges are to be filed against an employee, the Chief of Police or his designee shall have the charges against the employee reduced to writing with two (2) copies of the charges to be served on the employee. The employee may request a hearing with the Chief of Police to be conducted by the Chief or his designee not sooner than seven (7) work days and not more than fourteen (14) work days after the written charges have been served upon the employee.

Requests for hearings shall be made in writing within five (5) work days after the charges have been served on the employee. If a hearing is not requested, the Chief/designee shall render his decision without a hearing within said fourteen (14) work day period.

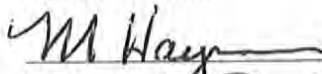

In rare circumstances, when an employee has a pending hearing and declines to participate, is on any type of leave other than leave under the Family and Medical Leave Act for thirty (30) days or more, or is absent without an approved leave for five (5) consecutive days, a hearing may be scheduled by the City. The Department shall make three (3) attempts via certified mail/home visit to schedule a hearing. The member will be given the option to attend the hearing in person or via phone with a union representative and/or attorney present. If the member does not participate in a scheduled hearing on the City's third attempt, the hearing will be held without the member. The Parties agree that a member's lack of participation in the hearing cannot be grieved.

If the Chief or his designee recommends the suspension of an employee, then he shall forthwith, in writing, certify to the Director of Public Safety the fact of such suspension. ~~Within five (5) days from the receipt of such certification the Director of~~ Within five (5) days from the 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 at his discretion may conduct a hearing on the suspension as provided in the Charter and the employee shall have the right to be represented at such hearing.

The Director of Public Safety shall render judgment in the matter and take action as he deems suitable and as is provided for in the Charter.

The decision of the Safety Director with regard to the suspension or dismissal of an employee may, at the request of the employee, be appealed to the Civil Service Commission as provided in Section 144 of the Charter or, at the discretion of the Association, be submitted to final and binding arbitration.

For the Union:

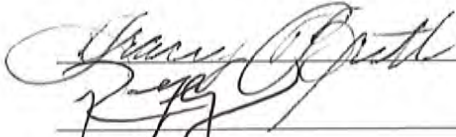

 #2277

For the City of Toledo:





TENTATIVE AGREEMENT

MARCH 12, 2025



Date: 03/12/25





Date: 3/12/25

2129.24 Reprimand

When it becomes necessary for a supervisor to reprimand an employee, it shall be done with discretion in a manner as not to cause public embarrassment to the employee. In the event that a verbal or written reprimand is issued that is to be made a part of the official personnel record of an employee, the only appeal that will be provided is an "appeal review" whereby the Association, on behalf of the member, sets forth in writing to the Chief of Police why the reprimand should not have been issued. The Chief of Police, or his designee, shall then review the facts giving cause for the issuance of the reprimand and shall make a final determination.

In the event that a supervisor finds it necessary to reprimand an employee, the employee shall be made aware that a record of such reprimand is being maintained in the supervisor's files or records. The supervisor shall provide the employee with a copy of the supervisor's notations. The employee shall acknowledge receipt of same by signing and dating the original copy of the record. A copy of all counselings and reprimands shall also be forwarded within ten (10) work days of issuance to the TPPA to be placed into the employee's personal file.

The Parties shall meet and develop a reprimand appeals committee no later than December 31, 2025. The Parties agree that the reprimand appeals committee will function on a trial basis. If the Parties are unable to develop the committee by December 31, 2025, a mutually agreed upon third party will be appointed to weigh the positions of the Department and the Union and establish the provisions of the committee.

For the Union:

M. Hays
SE Case #2277
Henry Britt
#2133
Q. G. #2476

For the City of Toledo:

Jim [Signature]
Kayla [Signature]
Karen Poore

TENTATIVE AGREEMENT

MARCH 12, 2025

Date: 3/12/2025

Date: 3/12/25

2129.30 Bidding for Assignment

All vacancies and/or new assignments created in the Department of Police shall be filled through the bidding process as set forth in this Section and Section 2129.31 "Filling Vacant Positions" of this Agreement. Employees shall not be eligible to bid if working a light duty assignment or not fit to perform all of the duties of the classification. A Police Officer is eligible to bid for a vacant position while on light duty status or while on leave and may be chosen for the position, provided that the Police Officer is on full-duty and has returned from leave at the time of selection. When a vacancy occurs, all bids will go out via email alert along with the N & B, as far in advance as possible to allow employees an opportunity to submit their bids for these vacancies and/or new assignments.

The notice of a vacancy shall be read at all roll calls for a period of three (3) days and shall remain open an additional four (4) days for a total of at least seven (7) days from the day first posted. An employee may submit his bid to any of the vacancies in the Department. All bids submitted shall be accepted by the Department for consideration. All bids will be submitted electronically via the intranet. Officers having difficulty submitting bids electronically can get assistance from the Personnel Section. While on vacation, if an officer does not have the ability to bid within the timeline of that bid, at the request of the officer, Personnel Section employees shall input an electronic bid on the officer's behalf.

Category 3 bids shall require three (3) years of Field Operations experience after graduation from the TPD Academy before being able to bid on a vacancy. An officer must be off probation before being able to bid for a Category 1 bid.


After the bids are received, the results of these bids will establish an eligibility list which will run for a period not to exceed three (3) months (or the life of this Section, whichever is less) from the day of posting unless extended at the discretion of the Chief for an additional three (3) months. When new vacancies occur, additional bids will not be accepted within the period of the list.

For Category 3 bids, on the date the qualification list of officers is established, the point calculations for discipline will remain valid for three (3) calendar months. When this three (3) month time period has been completed, the City shall conduct an updated point calculation with regards to discipline for each listed officer. This calculation shall reflect both, removal of negative and/or positive points along with the addition of negative and/or positive points coinciding with any change of the officer's department discipline record. The calculation of discipline points shall be conducted at the completion of the three (3) calendar month period of the list establishment. A discipline point calculation shall be conducted at each three (3) calendar month time period thereafter up to expiration of the bid qualification list for that position.

For the Union:


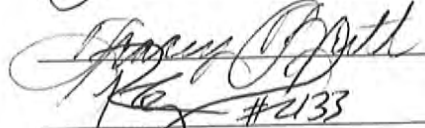
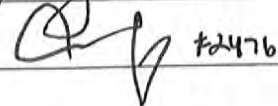
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For the City of Toledo:


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TENTATIVE AGREEMENT

MARCH 12, 2025

 #2277
 #2133
 #2476

Date: 3/12/25


Kayla D. Diasio

Date: 3/12/25

2129.32 Career Enhancement Program**1. PURPOSE**

The purpose of the Career Enhancement Program (CEP) is to provide the path to improve the skills, enhance productivity, evaluate performance, promote professional growth, as well as job satisfaction for Patrolmen. This concept is further designed to provide compensation for advanced education as well as certain designated skills or a combination of formal education and professional training. The CEP is an alternative career path which as designed will assist in retaining as well as creating highly motivated and skilled police officers. The net result will be an economic asset to the City of Toledo.

2. THE PROGRAM

The Career Enhancement Program is a nine-level phased program; based upon the accumulation of point scores for education and achievement, as well as certain specified specific job assignments.

3. ENTRY INTO THE PROGRAM

The Career Enhancement Program is open to any police officer who meets the following minimum entry qualifications:

A. A minimum of ~~three (3)~~ two (2) full years from the date of appointment to the Police Department.

B. Concurrence by the CEP Committee (defined herein).

C.

(1) All police officers who wish to be placed within the program must submit their respective application to the Commander of Personnel.

(2) Applications will be reviewed annually and shall be submitted on the Career Enhancement Application Form after November 1st and by November 30th of each year. Points shall be based upon achievement as of December 31.

(3) Movement of an officer into one of the CEP pay steps shall not be considered as a promotion under City Charter or Civil Service Rules.

D.

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

(2) Documentation for specialty assignments shall include but not be limited

to the following: assignment record or supervisory memorandum showing service of three

(3) months in the specialty assignment since the preceding January 1st. Provided, however, Field Training Officers shall be eligible for assignment points for any year in which they serve one day or more. No assignment points shall be provided in years they have not served at least one day as a F.T.O. Documentation for academic accomplishments shall be by diploma or certified transcript.

4. COMPENSATION FOR SUCCESSFUL COMPLETION

- A. Compensation for the successful completion of any step contained in this program shall be defined in the Collective Bargaining Agreement and shall be automatic.
- B. Payment shall be based upon the following conversion factor: each five (5) points = one-half of one percent (0.5%).
- C. Payment for each year of eligibility will occur in January of the following year in a lump sum payment by special check based upon the appropriate percentage of the base annual full rate effective in January of the prior year. Payments shall be made in January of every year. Officers who leave the City in good standing during the year shall receive upon application a pro rata payment as part of their severance pay.

5. APPLICATION CRITERIA

An applicant should fill out the complete CEP application for consideration for entry into the program. The officer shall include the following point assessed value factors that have been achieved as of December 31st of that year.

6. COLLEGE/DEGREES

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

Associate Degree – 10 points

(TPPA members who achieve Junior status will be given credit for an Associate Degree)

Bachelor Degree - 15
points Advanced

Degree - 20 points

7. SPECIALTY ASSIGNMENTS

POINTS

I.S.B. Investigators

20

Sr. I.S.B. Investigators (over 15 yr. w/Dept.)	30
Drug and Gang Reduction (after 6 months)	20
Sr. Drug and Gang Reduction (over 15 yrs. w/Dept., after 6 months)	40
Tactical Operations Officers	20
Sr. Tactical Operations Officers (over 15 yrs. w/Dept.)	40
FOD Sr. Patrol Officers (over 15 yrs. w/Dept.)	20
Sr. Officers (over 15 yrs. w/Dept. and assigned outside F.O.D. or I.S.B., for life of the agreement)	20
Field Training Officers (in yrs. serving as FTO)	10
Sr. Field Training Officers (in yrs. serving as FTO and over 15 yrs. w/Dept.)	30
Accident Reconstructionist (assigned to F.O.D.)	10
Sr. Accident Reconstructionist (over 15 yrs. w/Dept. assigned to F.O.D.)	30
Hazardous Device Unit	40
Forfeiture/ Bulk Cash Unit	20
Sr. Forfeiture/ Bulk Cash Unit (over 15 yr. w/Dept.)	40
Metro Drug Task Force Unit (after 6 months)	20
Sr. Metro Drug Task Force Unit (over 15 yr. w/Dept. after 6 months)	40
Motorcycle Unit	40
FOD Canine Unit Handler	20
Aviation Unit	40
Special Intelligence Group	20
Sr. Special Intelligence Group (over 15 yr. w/Dept.)	40

Officers shall be limited to one specialty assignment or senior status category despite any overlap (e.g., Senior Accident Reconstructionist with 15 years seniority, assigned within F.O.D. receives total of 30 points).

The combined assignment and education points eligible for conversion shall be capped at fifty (50) points.

8. CEP COMMITTEE

The Committee shall be composed of two (2) representatives: one (1) from the Association and one (1) from the Administration. Any expansion of the committee shall be by agreement of the parties. The committee shall serve to review CEP applications and educational reimbursement requests under the terms set forth herein and in the collective bargaining agreement. If the committee is unable to agree upon a particular CEP Application or Educational Reimbursement Request the matter shall be resolved by the Chief in conjunction with the Association President and a third party agreed upon by the parties. The committee shall undertake such other studies and activities as are agreed upon by the parties consistent with the purpose of the program. Any recommendations of the committee that affect wages, hours, terms and conditions of employment shall be subject to agreement by the Association and the City.

9. WAGE RATES

For the purposes of rates of pay, the financial incentives established in the Step Program shall not be added to the officer's base wage rate.

For the Union:

M. Haynes
#2277
Henry Smith
#2133
D. G. #2476

Date:

3/12/25

For the City of Toledo:

Jim M. M.
Karyn D. M.
Karen Poore

Date:

3/12/25

2129.45 Work Schedules

The assignment sheet for the Department shall be posted by the 25th of each month. Except by mutual agreement, scheduled days off shall not be changed during the month unless the Police Officer is paid time and one-half (1 1/2.). In scheduling extra days as required by the Department, no police officer will be required to pay back more than one (1) day in each bi- weekly pay period.

Requests by police officers to pay back additional days may only be granted in such work periods wherein the scheduling of additional days would not exceed the maximum non-overtime hours limitations of the Fair Labor Standards Act.

Police Officers who do not owe days, shall not have regularly scheduled key days off pulled except for scheduling of special events, parades, and training.

Officers who owe the City days shall be permitted to pay back owed days by using accumulated compensatory time, bonus days, and discretionary days, but only two (2) of the owed days may be paid back using accumulated compensatory time.

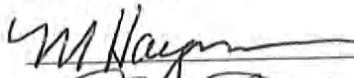
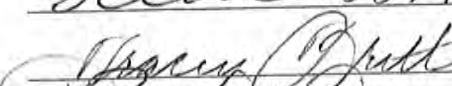
The officer's request to use compensatory time and bonus days for owed days shall be submitted by January 15 on a written Report and submitted to the Watch Commander.

Owed days not paid back with compensatory time or bonus days will be scheduled by the Watch Commander or his/her designee. Days off, trade days or compensatory days contiguous with or connected to a vacation period or bonus days shall not be pulled.


In the event that an officer is owed a day off, the officer shall have the right to pick the day to be paid back in accordance with the ten percent (10%) rule. This day must be paid back within the calendar year and must be scheduled by September 1 of the same calendar year.

An officer shall be assigned a permanent key at the beginning of each calendar year. If a change in keys is required for the good of the operation as dictated by the Deputy Chief of the affected Bureau, the Department will first accept volunteers. In the event there are not enough volunteers, key changes will occur by reverse seniority, based on operational needs.

For the Union:


SECA #2277

RZ #2133

For the City of Toledo:


Karen Pitts

TENTATIVE AGREEMENT

MARCH 12, 2025

AG #2476

Date:

3/12/25

Date:

3/12/25

2129.50 Work in Excess of Regular Workday

All work in excess of the regular eight (8) hour workday shall be overtime and shall be compensated at the rate of time and one-half (1 1/2) of the employee's regular rate of pay, except in cases where the employee is required to double back when changing shift, in which case the employee may be required to report back on the same day and is not entitled to overtime pay for such doubling back. When an employee is required to report back to work at a time not contiguous to his regularly scheduled eight (8) hour workday, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate. When an employee is recalled involuntarily (i.e., forced to work recall) as provided for in Section 2129.55 "Overtime Procedures for Police Officers," any hours worked shall be compensated at the rate of double time of the employee's regular rate of pay.

The Chief or Deputy Chief in charge of the affected District Station, Division, Section or Unit shall determine when it is necessary to utilize Patrol Officers, including investigators, for on-call purposes. Whenever possible, on-call assignments shall be made on the basis of equal rotation. Members of the TPPA may not refuse on-call assignments.

Officers who have been assigned "on-call" duties will be assigned a take home car. They shall be available at all times during the on-call period and shall remain fit for duty. They shall not refuse to accept an assignment during the on-call period. If extenuating circumstances exist which would prevent an officer from being available for an "on-call" assignment, he or she shall immediately notify the ranking on-duty command officer at the district station in which they are assigned.

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

For the Union:

M. Wayne
SEAL #2277
Henry Beeth
CL #2476

For the City of Toledo:

Kayla D. Treasco
Karen Pore

TENTATIVE AGREEMENT

MARCH 12, 2025

Date: 3/12/25

Date:

3/12/25

2129.53 Holiday Premium

Employees who work on the nine (9) following six (6) major holidays shall be compensated twelve (12) hours at their regular straight time rate for having worked on those days. The nine (9) major holidays for which such additional compensation shall be paid are: New Year's Day, Martin Luther King Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, and Veterans' Day, Thanksgiving Day and Christmas Day. Employees who work on the following three (3) major holidays shall be compensated sixteen (16) hours at their regular straight time rate for having worked on those days: New Year's Day, Thanksgiving Day, and Christmas Day.

For the Union:

M. Haugen
SEA #2277
Heavenly Brett
RE #2133
ALG #2476

Date:

3/12/25

For the City of Toledo:

Alvin J. Smith
Kayla D. Masco
Karen Poore

Date:

3/12/25

2129.55 Overtime Procedure for Police Officers

Police Officers may refuse overtime. However, when it is imperative that the overtime be worked then a sufficient number of Officers shall be required to work the required overtime. When it is necessary to require a Police Officer to work Central District Station Bureau or Scott Park District Station Bureau shift overtime the following procedure will be utilized:

- A. Field Operations Division Voluntary Recall for Watch 4, 5, and 6 will be filled by utilizing the ISE System generated text and e-mail capability. Utilizing this program there is no requirement for patrol officers to provide dates they are willing and able to work. Nor will they be required to opt out of the voluntary recall pool. They will automatically be made aware of the time and date recall is available and they may respond or not of their own volition.
1. Filling manpower requirements through recall will begin with an ISE system generated message to those officers assigned to the Watch/Shift and District Station requiring personnel. Watch Commanders will give officers adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance officers will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Watch Commander's Shift to respond by 0530, 1330, 2130.
 2. If this procedure does not generate the required number of volunteers then an additional ISE System generated message shall be sent to all personnel assigned to the Watch/Shift requiring personnel regardless of District Station Assignment. Watch Commanders will give officers adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance officers will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Watch Commander's Shift to respond by 0530, 1330, 2130.
 3. If this procedure does not generate the required number of volunteers then a final an ISE System generated message shall be sent to all FOD patrol officers regardless of District Station Assignment to ascertain if they would be willing to work. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.
 4. If this procedure does not generate the required number of volunteers then the Chief or his/her designee may authorize the following procedure:
 - A final ISE System generated message shall be sent to all Police Officers in FOD as well as those volunteers on a pre-established list who have a complete uniform, are fit for duty, and whose regular

mutually agreed upon
KF
mg

assignment will not interfere with the overtime assignment, to ascertain if they would be willing to work. It should be noted that for safety purposes, no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

- This provision shall not apply in situations where emergency recall is utilized.

5. If these steps do not generate the required number of volunteers then Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the Watch/Shift and District Station requiring personnel. Personal notice shall be given by a Command Officer either face to face, or by phone contact when an officer is involuntarily recalled. An ISE system generated message shall not be utilized.
 6. If these steps do not generate the required number of volunteers then Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the preceding shift regardless of District Station Assignment. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.
- B. Emergency recall is defined as recall where the individual Watch Command has no previous knowledge of a recall requirement or an excess of sick calls creates the requirement. Affirmative responses to this type of recall are required very quickly as the Watch/Shift is ready to commence within minutes and a potential pool of volunteers is ready to go home. The following is the procedure to be utilized in this case.
1. An ISE system generated message will go out immediately to those assigned to the Watch/Shift regardless of District Station Assignment who are on a day off to advise them recall is available. They will need to respond within 5 minutes if they have the desire to work the recall and be able to report no later than the start of 2nd roll call on the shift requiring personnel.
 2. If this procedure does not generate the required number of volunteers then an additional ISE System generated message and/or dispatch message shall be sent to all personnel assigned to the preceding Watch/Shift regardless of District Station Assignment to ascertain if any officer would like to be voluntarily held over for assignment on the subsequent Watch/Shift on the date in question. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.
 3. If these steps do not generate the required number of volunteers than Watch Commanders must resort to involuntary recall by reverse seniority of officers

assigned to the Watch/Shift and District Station requiring personnel. Personal notice shall be given by a Command Officer by phone contact when an officer is involuntarily recalled in an emergency recall situation. An ISE system generated message shall not be utilized.

4. If these steps do not generate the required number of volunteers than Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the preceding shift regardless of District Station Assignment. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

The ISE System does have information on recalled personnel but does not offer a quick look for watch commanders on the overall Departmental recall picture. The Field Operations Staff Office will create a log for both voluntary and involuntary recall updated on every regular business day that will provide Watch Commanders an accurate snapshot of the recall situation. This log will be available on the Department's R: Drive in the DC Operations Folder under a separate folder entitled Recall. Emergency recall will not count against an officer's opportunities for recall, and shall not be recorded on the voluntary recall log.

If at any time there is a failure to recall the most eligible officer for voluntary recall the Watch Commander should be notified and make every effort to redress the failure as quickly as possible. If the Watch Commander is unable or unwilling the officer or his association should work upward through the chain of command to ensure equity.

It should be noted that this procedure is meant to streamline the voluntary recall process utilizing new tools, while providing equalization in the opportunity for patrol officers to work voluntary recall. It does not guarantee the actual equalization of overtime by total hours. That is dependent on officers' willingness to volunteer. The ISE system generated messages shall come through cell phone text messaging and patrol officers' Department e-mail. Patrol Officers have the responsibility to ensure that the Personnel Section enters their cell phone with text messaging capability in the ISE System if it is not already entered.

The Deputy Chief of the Operations Division in collaboration with the District Station and Watch Commanders shall determine the required number of patrol officers required to work on any given date and shift based on officer safety and operational consideration.

If issues and/or concerns are identified by either party, the City of Toledo Police Department and/or the Toledo Police Patrolmen's Association, an immediate meeting shall be convened to discuss, modify and/or amend this procedure only upon mutual agreement between the two entities.

If a Shift 7 (1200 X 2000 hours) is ever created personnel so assigned will be included in the system generated message for Watch 5. If a Shift 8 (2000 X 0400 hours) is recreated, personnel so assigned will be included in the system generated message for Watch 6. In case of major catastrophic event without prior knowledge, the CBA sections regarding recall shall be void for that event only. In this case, refer to the Department manual Section regarding emergency recall of personnel. Emergency recall for a catastrophic event will remain time and half. At the conclusion of the major catastrophic event, all officers will return to the assignment they had prior to the event.

C. Voluntary and Involuntary Recall (Investigative Services Bureau)

Investigative Services Bureau, Persons / Property Section recall will be filled by utilizing the ISE System generated text and e-mail capability. Utilizing this program, there is no requirement for detectives to provide dates they are willing and able to work. Nor will they be required to opt out of the voluntary recall pool. They will automatically be made aware of the time and date recall is available and they may respond or not of their own volition.

1. Filling manpower requirements through recall will begin with an ISE system generated message to those detectives assigned to the shift / section requiring personnel. Section Commanders / Shift Supervisors will give detectives adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance, detectives will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Shift Supervisor / Section Commander's Shift to respond by 0630, 1530, 2330.
2. If this procedure does not generate the required number of volunteers then an additional ISE System generated message shall be sent to all personnel assigned to the Persons and Property Sections. Section Commanders / Shift Supervisors will give detectives adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance detectives will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Shift Supervisor/ Section Commander's Shift to respond 0630, 1530, 2330.
3. If these steps do not generate the required number of volunteers then Section Commanders / Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the Section / Shift requiring personnel. Personal notice shall be given by a Command Officer either face to face, or by phone contact when a detective is involuntarily recalled. An ISE system generated message shall not be utilized.
4. If these steps do not generate the required number of volunteers then Section Commanders/Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the preceding shift regardless of Section assignment. It should be noted that for safety purposes no detective will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

Emergency Recall

Emergency recall is defined as recall where the individual Section Command / Shift Supervisor has no previous knowledge of a recall requirement or an excess of sick calls creates the requirement. Affirmative responses to this type of recall are required very quickly as the Section / Shift is ready to commence within minutes and a potential pool of volunteers is ready to go home. The following is the procedure to be utilized in this case.

1. An ISE system generated message will go out immediately to those assigned to the Section / Shift who are on a day off to advise them recall is available. They will need to respond within 5 minutes if they have the desire to work the recall and be able to report no later than one hour after the start of the shift requiring personnel.
2. If this procedure does not generate the required number of volunteers then an additional ISE System generated message shall be sent to all personnel assigned to the preceding Shift regardless of Section assignment to ascertain if any detective would like to be voluntarily held over for assignment on the subsequent Shift on the date in question. It should be noted that for safety purposes no detective will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.
3. If these steps do not generate the required number of volunteers then Section Commanders / Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the Section and Shift requiring personnel. Personal notice shall be given by a Command Officer by phone contact when a detective is involuntarily recalled in an emergency recall situation. An ISE system generated message shall not be utilized.
4. If these steps do not generate the required number of volunteers than Section Commanders / Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the preceding shift regardless of Section Assignment. It should be noted that for safety purposes no detective will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

The ISE System does have information on recalled personnel but does not offer a quick look for Section Commanders / Shift Supervisors on the overall Bureau recall picture. The Investigative Services Bureau, Crimes Against Persons Section Commander will create a log for both voluntary and involuntary recall updated on every regular business day that will provide Section Commanders / Shift Supervisors an accurate snapshot of the recall situation. This log will be available on the Department's R:Drive in the Investigative Services Bureau Folder under a separate folder entitled 2015 ISB RecallLogs.

If at any time there is a failure to recall the most eligible detective for voluntary recall the Section Commander should be notified and make every effort to redress the failure as quickly as possible. If the Section Commander is unable or unwilling the detective or his association should work upward through the chain of command to ensure equity.

It should be noted that this procedure is meant to streamline the voluntary recall process utilizing new tools, while providing equalization in the opportunity for detectives to work voluntary recall. It does not guarantee the actual equalization of overtime by total hours. That is dependent on detectives' willingness to volunteer. The ISE system generated messages shall come through cell phone text messaging and detectives' Department e-mail. Detectives have the responsibility to ensure that the Personnel Section Sergeant enters their cell phone with text messaging capability in the ISE System if it is not already entered.

The Deputy Chief of the Investigative Services Division in collaboration with the Investigative Services Bureau Commander shall determine the required number of detectives required to work on any given date and shift based on officer safety and operational considerations.

If issues and/or concerns are identified by either party, the City of Toledo Police Department and/or the Toledo Police Patrolmen's Association, an immediate meeting shall be convened to discuss, modify and/or amend this procedure and M.O.U. only upon mutual agreement between the two entities.

*Special Event Recall is not included in this procedure.

**This recall procedure does not apply to the Scientific Investigation Unit, Forensic Lab, Video and Digital Forensic Unit.

For the Union:

M. Hay
SE #2277
Heavenly Blvd
RS #2133
Ch #2476

Date: 3/12/25

For the City of Toledo:

Kim M. ...
Kayla D. ...
Karen Poore

Date: 3/12/25

2129.57 Accumulation of Sick Days

Regular employees of the Department of Police shall be credited with sick days in accordance with the following formula: One and one-quarter ($1\frac{1}{4}$) days hours shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation.

An employee granted a Leave of Absence Without Pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

(A) Officers shall be credited with sick days in accordance with the following formula: one and one quarter ($1\frac{1}{4}$) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. Provided the conditions of Section 2129.79, 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 ($\frac{1}{2}$) 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.

An 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 under unusual circumstances which may arise in the performance of his law enforcement duties, shall receive payment for the full accumulation of sick pay at the time of death or retirement.

Officers who accumulated sick leave at a different rate prior to July 1, 2009 under the former "Plan B" shall accrue sick leave in the manner set forth above, i.e. ($1\frac{1}{4}$ days shall be credit for each month of service, not to exceed fifteen (15) days per calendar year.)

Officers who accumulated sick leave under former "Plan B" shall not be entitled to any retroactive application of this higher sick leave accumulation benefit. Sick leave balances that existed under the former "Plan B" shall be maintained as of June 30, 2009. There will be no retroactive application of the new sick leave rate to this balance.

(B) An employee who is eligible for a normal service retirement with the Ohio Police and Fire Pension Fund and has twenty-one (21) years of service with the City of Toledo or has 25 years of service with the City of Toledo may have up to 33% of his/her accumulated sick pay in excess of 1600 hours converted to compensatory 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.

(C) In an effort to improve attendance and reduce the amount of unscheduled time off, an eligible Officer, 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 the purpose of this Section, the sick year is January 1 through December 31. Upon ratification of this agreement, a regular full-time Officer with five (5) years of service with the City of Toledo may convert up to one hundred (100) hours of accumulated sick time into pay annually, in accordance with the Sick Leave Conversion Table set forth below, provided the Officer has accumulated at least six hundred (600) total hours of sick time. In order to continue eligibility for the sick time conversion payout, the Officer 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 Officer's sick time used and accumulated from January 1 through December 31 of the previous year.


Prior Sick Year Sick Time Usage Conversion

<u>0 – 16 hours:</u>	<u>1.0 sick hour = 1.0 hour of pay</u>
<u>16.1 – 24 hours:</u>	<u>1.0 sick hour = 0.75 hour of pay</u>
<u>24.1 – 32 hours:</u>	<u>1.0 sick hour = 0.50 hour of pay</u>
<u>Above 32 hours:</u>	<u>Not eligible for sick time conversion payout</u>

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

1. Officers who elect to use sick time to cover FMLA approved leave will have that FMLA sick time count towards the number of sick hours used.
2. An Officer also eligible for a payout under 2129.57 (B) of this section, must elect to participate in either the payout under 2129.57 (B) or the payout in Section 2129.57 (C). An Officer is not permitted to participate in both Section 2129.57 (B) and 2129.57 (C) in the same year.
3. The maximum annual payout under 2129.57 (C) is one hundred (100) sick time hours.
4. The maximum annual one hundred (100) sick time hour payout cannot cause an employee to dip below six hundred hours of accumulated sick time.

For the Union:

_____

For the City of Toledo:

TENTATIVE AGREEMENT

MARCH 12, 2025

[Signature]

Henry Britt
KE #2133
[Signature] #2476

Date:

3/12/25

[Signature]
Kayla & Travis
Karen Poore

Date:

3/12/25

2129.63 Parental Pay

(a) A female Police Officer shall be entitled to sick pay for maternity to the extent of the total accumulated days to the credit of the employee. If the Police Officer has used all of the sick pay to which she is entitled and extended sick benefits have been denied, then the employee shall be placed on leave without pay as provided in Section 2129.39, "Personal Leave of Absence."

(b) All Police Officers shall be entitled to use up to ten (10) days from their accrued sick days for the purpose of parturient requirements. The ten (10) days when used in accordance with this section shall have no effect on Bonus Days as provided in Section 2129.58 "Bonus Days." The ten (10) days "Parental Leave" shall be used within thirty (30) days from the birth of the child. Police Officers may also be entitled for parental leave benefits as provided by City Administrative Policy and Procedure #68: Parental Leave Policy.

(c) Those officers on an approved FMLA (Family Medical Leave Act) leave ~~may hold three (3) weeks vacation and fifteen (15) days sick time in abeyance for later use in accordance with the vacation and sick time provisions of this agreement.~~ must use available paid leave to cover FMLA for parental leave, such as sick time, vacation time, or discretionary holidays.

For the Union:

M. Haynes
JE [unclear] #2277
Harvey B. Pitt
[unclear] #2476

Date:

3/12/25

For the City of Toledo:

[Signature]
Kayla D. Trasco
Karen Poore

Date:

3/12/25

2129.68 Safety Equipment

The City will provide an employee purchase plan whereby employees will be able to purchase safety shoes, safety glasses, including prescriptive lenses. The purchase program for ~~the safety shoes and~~ the safety glasses shall make these items ~~them~~ available to the employee with sixty (60%) percent of the cost of the item to be paid by the City and the remaining forty (40%) percent to be paid by the employee. Each Police Officer shall receive, for the purchase of ~~one (1)~~ two (2) pairs of safety shoes per year, which complies with uniform specifications, a total reimbursement of ~~one hundred dollars (\$100)~~ two hundred dollars (\$200). This reimbursement will be paid, by a separate check, to each member by July 1st.

The Safety Committee of the Association and the City shall mutually agree to a specification for a bullet proof vest which will then be competitively bid.

In reference to the above safety equipment, the City will acknowledge the Association's recommendations as to what would be appropriate for their members.

A payroll deduction system will be established under this program through the means of an automatic deduction from the employee's paycheck.

The following stipends shall be provided to all officers:

(A) \$150.00 - Police safety equipment not provided by the Department, but conforming to Department specifications and regulations in the event the Officer purchases same.

(B) \$75.00 - Advanced Law Enforcement Training and educational material

(C) \$275.00 - Maintenance of the physical fitness necessary for effective police work.

Said stipends shall be payable in the gross amount of five hundred dollars (\$500.00) by January 31 of each year for the term of this Agreement to those officers then on the payroll.

For the Union:

Mr. Hays
John D. #2217
James D. #2133
CG #2416

For the City of Toledo:

Mayor Mitchell
Kayla D. Musco
Karen Pore

TENTATIVE AGREEMENT

MARCH 12, 2025

Date: 3/12/25

Date: 3/12/25

2129.69 Vacations

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

AMOUNT OF CONTINUOUS SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31	VACATION
Less than 1 full calendar year	.916 days for each full month of service
After 1 full calendar yr. of service	2 wks.
After 7 <u>5</u> full calendar yrs. of service	3 wks.
After 14 <u>10</u> full calendar yrs. of service	4 wks.
After 21 <u>15</u> full calendar yrs. of service	5 wks.
After 24 <u>20</u> full calendar yrs. of service	6 wks.

(B) In addition to the above, after one (1) full calendar year of service, the employee shall be entitled to ~~one (1)~~ **three (3)** full additional discretionary vacation days. Effective January 1, 2016, in addition to the above, after one (1) full calendar year of service, the employee shall be entitled to two (2) full additional discretionary vacation days. The discretionary days must be used or it they will be lost. If an employee is denied the opportunity to utilize his/her day(s) by the end of the year, he/she shall be compensated eight (8) hours per unused day at their current base wage rate.

(C) 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 and/or take his vacation in the year in which it should have been taken, he may request that such unused vacation be carried over to the following year. Such request must be submitted to the Department of Human Resources prior to December 1 of each year. All such carry-over vacation must be taken no later than April 30 of the following year. In the event that the City has not allowed the employee to take the vacation time to which he is entitled by April 30 of the year following the calendar year in which it should have been taken, then he should be paid for such unused vacation days.

(D) Employees shall be allowed to schedule and take vacations as provided herein in accordance with existing Departmental procedures. Employees shall have the right to select vacation time by seniority. At least ten (10%) percent of the employees assigned to the shift shall be granted vacation in any vacation period. Requests for vacation time will be considered first.

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. When employees are laterally appointed

in accordance with Civil Service Commission Rule 50.21, they will receive the annual vacation entitlement provided in this section corresponding to their years of full-time service with another law enforcement agency.

Upon ratification of this agreement, current officers who have previous full-time experience with another law enforcement agency may be eligible to retroactively receive the applicable annual vacation entitlement for 2024 and 2025. In order to be eligible, those current officers must submit sufficient documentation to prove their full-time service by September 1, 2025. Any retroactive vacation entitlement will be given to these officers in the form of compensatory time.

For the Union:

On 2/24/25 #2476
State #2077
M. Haynes
R. S.
Fancy Brett

Date: 3/12/25

For the City of Toledo:

M. M. M.
Kayla D. Masco
Karen Poore

Date: 3/12/25

2129.71 Funeral Pay

An employee shall be granted three (3) days funeral pay to arrange for and/or attend the funeral or memorial service of a member of the immediate family. For the purpose of this section the employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchild, Life Partner, grandmother, grandfather, grandchild, spouse's grandparent, **great grandparent**, and any other relative residing in his household. A "Life Partner" relationship must have been pre-certified by the Department of Human Resources before funeral pay usage may occur.

In the event of the death of the employee's father, mother, brother, sister, spouse or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days, but shall have no effect on Bonus Days as provided in Section 2129.58 "Bonus Days."

Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Toledo, an additional two (2) days for travel shall be granted and paid.

The employee may take two (2) days to attend the funeral or memorial service and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within two (2) weeks after the date of burial or memorial service.

This benefit shall also be extended when the relative is a veteran being returned for burial.

One (1) day of funeral pay shall be granted to attend the funeral or memorial service of the employee's or the employee's spouse's or life partner's foster mother, foster father, aunt, uncle, niece, nephew, sister-in-law and brother-in-law, if such funeral or memorial service occurs on an employee's regular workday and if the employee is scheduled to work that day. When a special filial relationship exists between the employee and any relative for whom he would normally be granted one (1) day of funeral pay, three (3) days funeral pay will be granted upon the furnishing of an affidavit to the Department of Human Resources setting forth the facts as to the special relationship.

Employees with a start time of 2000 hours or later shall be afforded the option to utilize a funeral day the night prior to the funeral.

All funeral or memorial service days utilizing the language in this section shall be taken within three (3) months after the date of death. Documentation identifying the relationship and service date shall be provided.

For the Union:

For the City of Toledo:

M. Hays
J. D. #2277
Gracy Britt
K. #2133
A. #2426

Date: 3/12/25

M. J. Mink
Kayla #21450
Karen Pore

Date: 3/12/25

2129.75 Wage Rates

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

Effective April 1, all employees shall receive an equity adjustment to their base wages in accordance with the following wage table.*

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer-Trainee	29.467	235.733	2,357.335	61,290.715
Police Officer-Probationary	31.309	250.471	2,504.710	65,122.469
Police Officer-1 Year	33.149	265.199	2,651.991	68,951.744
Police Officer-2 Years	34.994	279.946	2,799.461	72,785.979
Police Officer-Full Rate	36.833	294.674	2,946.741	76,615.253
Police Officer-5 Year	37.792	302.334	3,023.337	78,606.774
Police Officer-10 Year	38.752	310.013	3,100.125	80,603.254
Sergeant-At-Arms	44.566	356.524	3,565.234	92,696.223

Effective April 1, 2024, the base rates which were effective in January of 2023 shall be increased by three percent (3.0%)*.

Police rates effective April 1, 2024:

	hourly	daily	biweekly	annual
Police Officer-Trainee	30.351	242.8054	2428.055	63129.436
Police Officer-Probationary	32.248	257.9847	2579.851	67076.144
Police Officer-1 Year	34.144	273.1553	2731.550	71020.296
Police Officer-2 Years	36.044	288.3444	2883.445	74969.558
Police Officer-Full Rate	37.939	303.5138	3035.143	78913.711
Police Officer-5 Year	38.926	311.4043	3114.037	80964.977
Police Officer-10 Year	39.914	319.3133	3193.129	83021.352
Sergeant-At-Arms	45.903	367.2193	3672.196	95477.110

Effective the first full pay period of January 2025 the rates which were effective in

* The wage charts in this section have not been finalized and may not be an entirely accurate reflection of the new wages.

April of 2024 shall be increased by three percent (3.0%)*.

Police rates effective the first full pay period of January 2025:

	hourly	daily	biweekly	annual
Police Officer-Trainee	31.261	250.0896	2500.897	65023.319
Police Officer-Probationary	33.216	265.7242	2657.247	69088.428
Police Officer-1 Year	35.168	281.3499	2813.497	73150.905
Police Officer-2 Years	37.125	296.9947	2969.948	77218.645
Police Officer-Full Rate	39.077	312.6193	3126.197	81281.122
Police Officer-5 Year	40.094	320.7464	3207.459	83393.927
Police Officer-10 Year	41.111	328.8927	3288.922	85511.993
Sergeant-At-Arms	47.280	378.2359	3782.362	98341.423

Effective the first full pay period of January 2026 the rates which were effective in January of 2025 shall be increased by four percent (4.0%)*.

Police rates effective the first full pay period of January 2026:

	hourly	daily	biweekly	annual
Police Officer-Trainee	32.512	260.093	2600.933	67624.252
Police Officer-Probationary	34.545	276.353	2763.537	71851.965
Police Officer-1 Year	36.575	292.604	2926.037	76076.941
Police Officer-2 Years	38.610	308.874	3088.746	80307.391
Police Officer-Full Rate	40.640	325.124	3251.245	84532.367
Police Officer-5 Year	41.697	333.576	3335.757	86729.684
Police Officer-10 Year	42.756	342.048	3420.479	88932.472
Sergeant-At-Arms	49.171	393.365	3933.657	102275.080

New wage rates for employees with less than three (3) years of service shall be established effective on the above wage increase dates using the following formulas:

Police Officer Trainee Rate	= 80% of new full rate
Police Officer Probationary Rate	= 85% of new full rate
Rate After 1 Full Year	= 90% of new full rate
Rate After 2 Full Years	= 95% of new full rate
Rate After 3 Full Years	= New full rate

The Police Officer Trainee Rate shall be paid during the period from the date of appointment through the date of graduation from the Police Academy. The Police Officer Probationary Rate shall be paid from the date of appointment until one (1) full year thereafter despite the employee's continuing Police Officer Probationary status.

After twenty-six (26) full years service from the date of appointment to the Department, employees shall be paid an annual payment of two percent (2%) of the 1988 annual base rate of a police officer, which shall not be added to their base rates. This amount shall be paid during the week in which they begin their twenty-seventh year of service.

In order to facilitate compliance with the Fair Labor Standards Act, the City will adjust its regular pay rates for Police Officers to include stress allowance and shift premiums for purposes of all overtime payments. The stress allowance add-on shall be determined by dividing the annual stress allowance by 2080 hours. Existing regular pay rates will continue to be utilized for all other purposes. Payment for over-time hours worked in an acting capacity shall be based upon the regular rate for that rank including stress allowance and shift premium. All other overtime hours shall be paid at the regular rate for the police officer's permanent rank including stress allowance and shift premium.

For the Union:

M. Hays
SE Zade #2277
Gregory Becht
R. F. #133
Ch. #2476

Date:

3/12/2025

For the City of Toledo:

[Signature]
Kayla D. Trasco
Karen Poore

Date:

3/12/25

TENTATIVE AGREEMENT

MARCH 12, 2025

2129.81 Police Service Allowance

To give recognition to the unique nature of the services performed for the community by the Police Officer each Police Officer shall receive an annual payment in the amount of ~~\$750~~ **\$818** on or about the first (1st) of July each year for the term of this Agreement.

For the Union:

M. Hays
SE 2077
Henry Britt
#2426

Date: 3/12/25

For the City of Toledo:

Kayla D. Masco
Karen Poore


Date: 3/12/25

**MEMORANDUM OF UNDERSTANDING
ONE-TIME POLICE OFFICER RETENTION BONUS**

This Memorandum of Understanding ("MOU") is made and entered into by and between the **Toledo Police Patrolman's Association** ("Union") and the **City of Toledo** ("City"). This MOU reflects the Parties' agreement compensate Police Officers for their continued employment with the Toledo Police Department.

1. The Parties agree that members of the Toledo Police Patrolman's Association who are currently employed by the Toledo Police Department on December 1, 2025 will be issued a one-time retention bonus in the amount of \$500.
2. The Parties agree that officers newly hired on March 28, 2025 are not eligible for the one-time retention bonus.
3. The Parties agree that officers who retired, resigned, or separated employment for any other reason prior to December 1, 2025 are not eligible for the one-time retention bonus.
4. The Union agrees that it will neither grieve this matter, nor will it accept or file any grievance submitted to it, regarding the subject of this memorandum and it will forego any right to pursue any grievance to arbitration concerning the subject of this memorandum.
5. The Union further agrees not to submit any charge(s) alleging Unfair Labor Practice concerning the subject of this MOU or its application at any point in time against the City.
6. The Union agrees to forever waive and forego any and all potential right(s) to grieve, appeal, or litigate the subject of this MOU in any forum, except for the ability to take action to enforce this MOU.

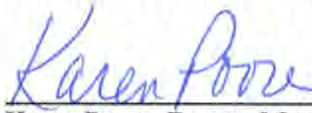
On Behalf of TPPA:




Michael Haynes
Toledo Police Patrolman's Association

Date: 3/12/25

On Behalf of the City of Toledo:



Karen Poore, Deputy Mayor
City of Toledo



Michael Niedzielski, Director
Department of Human Resources

Date: 3/12/25

2129.83 Leave Donation Program

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

(b) In order for an employee to donate paid leave time to the Program, the employee must:

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

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

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

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

(f) Sick leave hours donated to the Program shall not be counted against the employee

donating the leave for the purpose of "Bonus Days".

(g) In order to receive leave donated through the Program an employee must:

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

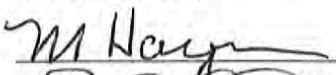

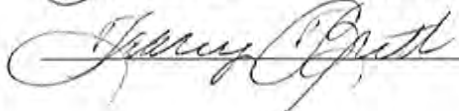
(h) Employees shall be eligible to receive a maximum of one thousand forty (1,040) hours of leave donated under the Program during the entirety of their employment with the City of Toledo. However, after an employee exhausts the one thousand forty (1,040) hours, an employee may submit a written request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

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

(j) The provisions of the Family and Medical Leave Act shall supersede the provisions of this section.

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

For the Union:


 #227


For the City of Toledo:


Kayla D. Masco

TENTATIVE AGREEMENT

MARCH 12, 2025

R #2133
On #2476

Date: _____

Karen Poore

Date: *3/12/25*

2129.95 Educational Reimbursement

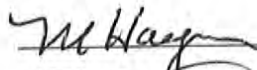

(A) The City shall reimburse tuition costs for degree required and/or job-related courses taken at an educationally accredited college or university by full-time permanent officers. Such course work must be approved as job-related prior to enrolling by submitting a description of the course to the office of the Chief of Police. In the event there is a dispute, the Career Enhancement Committee shall determine the status of a job-related course.

(B) The City shall reimburse one hundred percent (100%) of the cost of tuition, and general fees, distance learning fees, miscellaneous service fees, major/concentration and/or program fees, and lab fees for a total of ten (10) credit hours per quarter or eight fifteen (15) per semester, regardless of the number of courses comprising these totals, but not to exceed forty (40) credit hours in a calendar year. Reimbursement shall be limited to tuition levels charged by the University of Toledo for academic coursework. These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better. Employees must submit their grades within ninety (90) days in order to be reimbursed.


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

(D) Any employee participating in the tuition reimbursement program who resigns from City 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. Employees who retire pursuant to a normal service retirement with the Ohio Police and Fire Pension Fund are not subject to the five (5) year repayment requirement. Reimbursement shall be on a prorated basis depending on the continuous years of employee service following completion of the coursework, and shall be reduced by 20% for every year worked. If necessary, this amount will be deducted from the employee's termination pay or his/her final paycheck. The City reserves the right to use all legal means available to recover the tuition costs under this paragraph.

For the Union:


#2277

#2426

For the City of Toledo:


Karen Ford

TENTATIVE AGREEMENT

MARCH 12, 2025

Date: 3/12/25

Date: 3/12/25

2129.104 Duration of Agreement

✓ April 1 *mgn kf*
This agreement, **executed on March 12, 2025**, shall be effective as of the first day of **January June 2024**, and shall remain in full force and effect through **March December 31, 2026**, and thereafter until terminated, amended or repealed pursuant to the provisions of Chapter 4117, Ohio Revised Code, including, but not limited to 4117.09(E).

For the Union:

M. Haynes
Stacy #2277
Harry Britt
CS #2426

Date: _____

For the City of Toledo:

[Signature]
Kayla G. Newsom
Karen Poore


Date: *3/12/25*

**MEMORANDUM OF UNDERSTANDING
PAYMENT OF ECONOMIC INCREASES**

This Memorandum of Understanding ("MOU") is made and entered into by and between the **Toledo Police Patrolman's Association** ("Union") and the **City of Toledo** ("City"). This MOU reflects the Parties' agreement on how Police Officers will be compensated for benefits increased in the 2024-2026 TPPA Collective Bargaining Agreement.


1. The Parties agree that any increase to base wages shall be paid retroactively to April 1, 2024. The Parties further agree that retroactive payment shall be issued to the employees through a separate check no later than the third off-pay week after City Council ratification.
2. The Parties agree that any member who retired after April 1, 2024 but before ratification of this agreement shall be entitled to any earned backpay.
3. The Parties agree that any officer who would have been newly eligible to participate in the Career Enhancement Program as a result of changes to Section 2129.32 shall have their 2025 Career Enhancement Program payment amount recalculated. These impacted officers must submit documentation to support their payment entitlement no later than June 1, 2025 to be eligible for payment.
4. The Union agrees that it will neither grieve this matter, nor will it accept or file any grievance submitted to it, regarding the subject of this memorandum and it will forego any right to pursue any grievance to arbitration concerning the subject of this memorandum.
5. The Union further agrees not to submit any charge(s) alleging Unfair Labor Practice concerning the subject of this MOU or its application at any point in time against the City.
6. The Union agrees to forever waive and forego any and all potential right(s) to grieve, appeal, or litigate the subject of this MOU in any forum, except for the ability to take action to enforce this MOU.

On Behalf of TPPA:

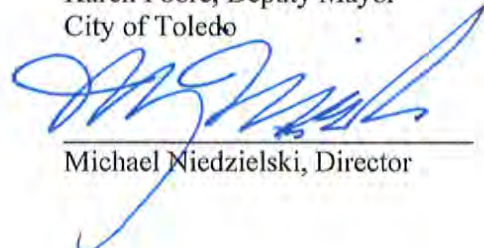


Michael Haynes
Toledo Police Patrolman's Association

On Behalf of the City of Toledo:



Karen Poore, Deputy Mayor
City of Toledo



Michael Niedzielski, Director

Date: 3/12/25

Department of Human Resources

Date: 3/12/25