

GRIEVANCE SETTLEMENT AGREEMENT

In order to resolve certain claims of Toledo Firefighters IAFF Local 92 and its bargaining unit members, related to grievances regarding self-trades and minimum staffing requirements with the Toledo Fire and Rescue Department, and to avoid the expense and delay of arbitration proceedings, it is hereby agreed between Toledo Firefighters IAFF Local 92 and the City of Toledo ("Parties") as follows:

WHEREAS, Local 92 filed Grievances L02-19 and L22-2020, by and behalf of its bargaining unit members, claiming various violations of the Local 92 Collective Bargaining Agreement related to 2125.51 "Trade of Time," i.e., self-trades.

WHEREAS, Local 92 filed Grievances L05-2020, L07-2020, L11-2020, L15-2020, L17-2020, L21-2020, L22-2020, L24-2020, L25-2020, L09-2021, L10-2021, L13-2021, L14-2021, L15-2021, L18-2021, L19-2021, L20-2021, L21-2021, L22-2021, L23-2021, L24-2021, L25-2021, L29-2021, L30-2021, L32-2021, L33-2021, L35-2021, L36-2021, L37-2021, L38-2021, L39-2021, L40-2021, L41-2021, L42-2021, L43-2021, L44-2021, L45-2021, L46-2021, L47-2021, L48-2021, L49-2021, L50-2021, L51-2021, L52-2021, L53-2021, L54-2021, L55-2021, L56-2021, and L57-2021, by and behalf of its bargaining unit members, claiming various violations of the Local 92 Collective Bargaining Agreement related to 2125.58 "Minimum Staffing Requirements."

WHEREAS, the City contests the grievances and maintains there was no violations of the Collective Bargaining Agreement with Local 92.

WHEREAS, the Parties wish to resolve all outstanding grievances regarding the claimed CBA violations asserted in the aforementioned grievances, and any and all others related to asserted violations of 2125.51 "Trade of Time" or 2125.58 "Minimum Staffing Requirements."


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the sufficiency which is hereby acknowledged, the Parties agree as follows:

1. The City shall pay each member of the bargaining unit employed as of the date of Union ratification, a lump sum of One Thousand Dollars and Zero Cents (\$1,000.00).
2. As a resolution to the Parties mutually agree to amend certain sections of the Collective Bargaining Agreement, hereby attached to this agreement as exhibits 1, 2, 3, and 4.
3. Upon satisfaction of number one (1) above, Local 92 shall withdraw the aforementioned grievances, and any and all others related to asserted violations of 2125.51 "Trade of Time" or 2125.58 "Minimum Staffing Requirements."

4. The Parties agree this Agreement is non-precedent setting and only modifies the specific sections of the Collective Bargaining Agreement (“CBA”) between Local 92 and the City of Toledo that are attached hereto as exhibits 1, 2, 3 and 4. The Parties further agree that this Agreement and the facts underlying it are deemed confidential, to the extent allowable by law.
5. The Parties agree that this Agreement represents the complete and total resolution of the disputed claims in the aforementioned grievances, and any and all others related to asserted violations of 2125.51 “Trade of Time” or 2125.58 “Minimum Staffing Requirements.”
6. This Agreement sets forth the remedy agreed upon by all Parties and forever closes and resolves any and all issues or concerns relating to the outstanding grievances enumerated above, including any and all others related to asserted violations of 2125.51 “Trade of Time” or 2125.58 “Minimum Staffing Requirements” that are known at this time.
7. Local 92 agrees not to file any grievances or any charges alleging an unfair labor practice (“ULP”) concerning the subject of this Agreement or its application at any point and time against the City unless necessary to enforce the terms and conditions of this Agreement.
8. The Union agrees that it will forego any right to pursue any grievance to arbitration concerning the subjects of this memorandum unless necessary to enforce the terms and conditions of this Agreement.
9. This Agreement shall constitute the full, final, and complete understanding of the Parties concerning these matters. Any amendments or modifications to this Agreement shall be in writing and signed by all parties.

IN WITNESS WHEREOF, The duly authorized representatives of the City of Toledo Fire and Rescue Department and the Toledo Firefighters IAFF Local 92, each set their hand hereunder in order to signify their intent to be bound by the foregoing.

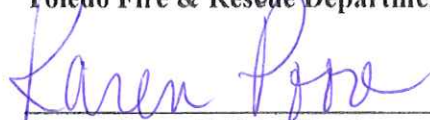
TOLEDO FIREFIGHTERS LOCAL 92:

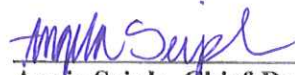

Daniel Desmond, President


Matthew Tabb, Vice President

CITY OF TOLEDO:


Brian Byrd, Fire Chief,
Toledo Fire & Rescue Department


Karen Poore, Safety Director



Angie Sciple, Chief-Bargaining &
Representation, Human Resources

Date: _____

Date: 10/1/2021

2125.50 Hours of Work Schedules

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

(A) Fire Fighting Platoons ~~and dispatch shift supervisors~~: The work week for Fire Fighting Platoons ~~and dispatch shift supervisors~~ shall continue to be the established schedule of twenty four (24) hours on duty followed by forty eight (48) hours off duty for an annual average of forty eight (48) hours per week. STARTING JANUARY 1, 2024, THE WORK WEEK FOR FIRE FIGHTING PLATOONS SHALL CONTINUE TO BE THE ESTABLISHED SCHEDULE OF TWENTY FOUR (24) HOURS ON DUTY FOLLOWED BY FORTY EIGHT (48) HOURS OFF DUTY FOR AN ANNUAL AVERAGE OF FORTY SEVEN (47) HOURS PER WEEK.

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

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

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

For Local 92

Todd Bran
[Signature]
[Signature]
alvarez
[Signature]

For the City of Toledo

[Signature]
Angela Supel

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

2125.51 Trade of Time

A. Trades with other Employees

Unlimited trades will be approved for each member involved in the trade, by their immediate supervisor. Trades within the Operations Bureaus may be consummated between members of like rank, one rank above or below the requesting ~~parties~~ party's current rank. The Battalion Chief should be made aware of such trade and all members must be able to perform the duties of the member they trade with. The Company Officer shall be responsible for the documentation involved in the trades and shall make the Battalion Chief aware at least 1 tour (3 calendar days) in advance of the trade. Any trade with less than 1 tour (3 calendar days) of notice must have the approval of the Battalion Chief.

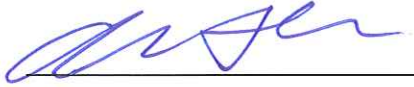
B. Self Trades

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

If the member is working on a holiday as defined in 2125.65 on the working tour of their self-trade, they are exempt from holiday premium as defined in 2125.65 a self-trade shall not create additional overtime beyond what is forecasted. The parties agree that once a request for a self-trade is granted, the approval cannot be rescinded by either party. Further, a self-trade must conform to the twenty-one (21) day FLSA schedule in that it does not create FLSA overtime. Self-trades must be complete 24-hour tours. ~~be completed within thirty (30) calendar days.~~ The Company Officer shall be responsible for the documentation involved in the trades and shall make the Battalion Chief aware at least 1 tour (3 calendar days) in advance of the trade. Any trade with less than 1 tour (3 calendar days) of notice must have the approval of the Battalion Chief.

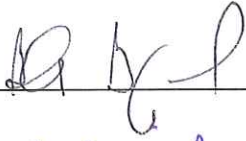
On Behalf of the Union:

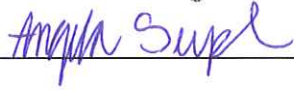






On Behalf of the City of Toledo:





This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

TA 9/28/2021

2125.64 Distribution

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

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

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

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

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

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

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

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

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

FOR LOCAL 92
Bob Allen
alysa
MTR
B. B. Mann

FOR COT
R. G. P
S. S. S.

This TA is subject to ratification by both Local 92 and City Council. Should either side reject, notice shall be given so that the MAD's next process step can be initiated.

2125.68 Sick Pay Usage

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

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

FOR MEMBERS WORKING A PLATOON SCHEDULE SICK TIME USAGE WILL BE CALCULATED AT A RATE OF 0.833 HOURS FOR EVERY HOUR USED.

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

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

For Local 92

For the City of Toledo

[Handwritten signatures for Local 92: Top signature, middle signature, and bottom signature]

[Handwritten signatures for the City of Toledo: Top signature and bottom signature]

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.