

2113.02 CLASSIFICATIONS

The classifications included in the bargaining unit are:

CLASSIFICATION SALARY GROUP

Battalion Chief 83

Chief Financial Officer Executive Fire Administrator 83

Deputy Chief 84

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

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2113.10 REPRESENTATIVES AND BILL OF RIGHTS

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

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

The Toledo Fire Chiefs are entitled to ~~100~~ 150 hours of compensatory time for each of three (3) members for the purpose of contract negotiations. Those three bargaining team members may each earn compensatory time (up to ~~100~~ 150 hours) for the purpose of preparing for and participating in contract negotiations ninety (90) days prior to the expiration of the collective bargaining agreement, starting October 1 of the year the contract expires. The three-member bargaining team's earning of compensatory time for the purpose of negotiations terminates upon the TFCA's ratification of a new contract. An additional twenty-five (25) hours of compensatory time will be granted, in the event fact-finding and/or conciliation proceedings occur for the TFCA. An additional fifty (50) hours of compensatory time for each of the three (3) members will be granted for the purpose of negotiations for the re-opener of the terms of Section 2113.61, "HOSPITALIZATION-PRESCRIPTIVE DRUG-DENTAL INSURANCE." An additional fifty (50) hours of compensatory time for each of the three (3) members will be granted, if necessary, for the specific purpose of mid-term bargaining pursuant to Section 2113.77.

(B)

1. An employee has the right to the presence of counsel and/or a representative of the member's recognized bargaining unit and the right of cross-examination of all witnesses at disciplinary hearings requested before the Chief of the Department of Fire & Rescue Operations, the Safety Director, Civil Service Commission and/or before an Arbitrator.

2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against the member shall be advised of the member's constitutional rights before any questioning starts.

3. Before an employee may be charged with any violation of the Division Rules and Regulations for a refusal to answer questions or participate in an investigation, the member shall be advised that his/her refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

4. Any questioning or interview shall be conducted at a reasonable hour, preferably while the employee is working. Questioning sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.

5. The employee shall be informed of the nature of the investigation prior to any questioning.

6. When a single anonymous complaint is made against an employee and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to questioning or make a report.

7. The Department may divulge the fact that a particular employee is under investigation, but, may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the Union when upon inquiry the Department divulges the fact that an employee is under investigation.

8. When an employee suspected of a violation is being questioned in A Professional Standards Bureau investigation, such questioning shall be recorded at the request of either party.

9. An employee who has been charged with a violation of any Divisional Policies, or Rules and Regulations, shall upon request be provided the opportunity to inspect and obtain copies of transcripts, recordings, written statements and any other materials as a condition to its use at a hearing on such charge. Such request must be made forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived in the event of extenuating circumstances.

10. No hearing that may result in dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least seven (7) calendar days prior thereto.

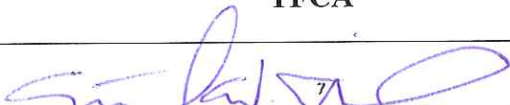
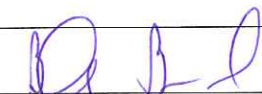

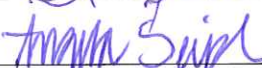

11. Any evidence obtained in the course of a Professional Standards Bureau investigation through the use of administrative pressures, threats, or promises made to the employee shall not be used in any subsequent criminal court action.

12. In the course of a Professional Standards Bureau investigation, a polygraph examination will be administered only with the consent of the officer/firefighter under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action.

13. When an employee is to be interviewed in an investigation of any other member of the fire division, such interview shall be conducted in accordance with the procedure established herein.

14. Any employee brought before the Professional Standards Bureau unit for investigation, has the right, upon request, to have present an attorney and/or a Union Representative. Any information divulged at said hearing shall remain confidential.

15. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure.

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2113.22 PROMOTIONS

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

I.

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

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

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

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

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

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

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

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

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

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

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

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

~~IV.~~

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

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

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

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

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

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

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

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

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

1. There will be an 18 month probationary period, during which the Chief will be evaluated at least three times. A newly promoted Battalion Chief on a platoon schedule shall serve a probationary period of sixty (60) working tours. A newly promoted Battalion Chief on a staff schedule shall serve a probationary period of one hundred twenty (120) work days.

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

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

a. Composition, report writing, essay writing

b. Use of computers including keyboarding, use of spreadsheets, database management

c. Fire administration including budgeting, human relations, conflict resolution, legal considerations

d. Emergency management, incident command

e. Public speaking, public relations

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

The Promotional Process Committee shall be formed and consist of:

The Fire Chief or designee

TFCA President or designee

Human Resources Director/Commissioner or designee

V.

IV. Educational Review

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

IV. In the event the Chief/Director of the Fire Department voluntarily relinquishes or is removed politically for reasons other than cause, they will be permitted to return to the position of Battalion Chief with all the rights and benefits of L3382 Battalion Chiefs, provided they were originally promoted from within L3382 ranks to the Chief/Director of the Fire Department.

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2113.25 ACTING TIME

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

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2113.44 HOURS OF WORK; WORK SCHEDULES

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

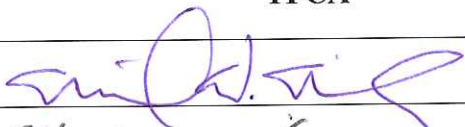
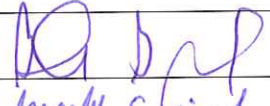

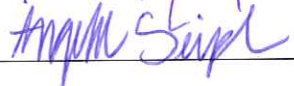
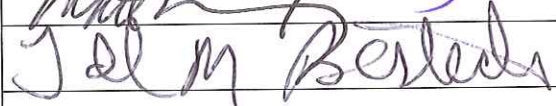
Starting and quitting times of the Line Chiefs shall be 6:30 a.m.; Bureaus and offices shall remain as presently scheduled, unless operational procedures necessitate a change.

Fire Fighting Platoons: Effective January 1, 1980, and thereafter, the work week shall continue on the established schedule with the platoons scheduled to work an annual average of forty-eight (48) hours per week. Effective 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.

If the total hours of the work week become part of any wage package concession, then the membership of the TFCA agrees to assume a like number of hours for its work week, to gain the same wage package.

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

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

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2113.49 HOLIDAY PAY

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

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

At the discretion of the Bureau's Deputy Chief, the staff Battalion Chief may work five (5) eight-hour days to accommodate one of the nine (9) major holidays if it falls on a weekend.

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

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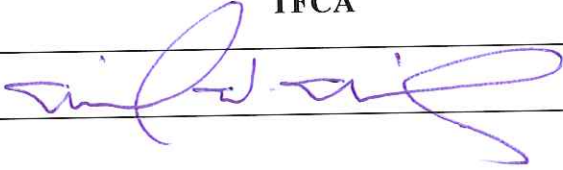
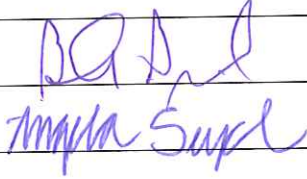

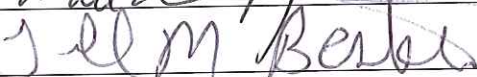
2113.52 SICK PAY USAGE

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

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 is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, while committing a felony or other similar action.

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

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2113.56 INJURY PAY/SALARY CONTINUATION

(A) Employees injured in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation laws of the State of Ohio will be eligible to participate in the City's Injury Pay/Salary Continuation program.

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

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

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

(B) Upon the program physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, completes the injury packet, Salary Continuation shall be granted by the Department of Human Resources for up to sixty (60) calendar days. Should such disability exceed sixty (60) calendar days, the Director of Human Resources, on application therefore and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods shall not exceed two (2) years. Salary Continuation extension requests, accompanied by a "Statement of Attending Physician" setting forth the illness or injury and the need for additional time, must be presented to the Director of Human Resources prior to the expiration of the original sixty (60) day disability period. If the above requirements are not fulfilled, the request for injury pay extension may not be considered.

(C) Worker's Compensation: At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. If the employee is still unable to return to work, payment of Salary Continuation will

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

(D) Employees who sustain injuries in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation laws of the State of Ohio who choose not to be evaluated by the program physician and go only to the physician of their choice are not entitled to any Salary Continuation benefits contained in this collective bargaining agreement. Any and all work-related injury claims will be processed through and conform with the Worker's Compensation Act.

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

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

Transitional work assignments will be identified by the Chief/Director of the Department in consultation with the Department of Human Resources.


The City shall provide a minimum of two (2) transitional duty positions. Qualified employees may be assigned to transitional duty positions for a maximum of ninety (90) days, which may be extended at the discretion of the Chief.

The Parties acknowledge this is a minimum and more transitional positions may be made available, if necessary. Nothing in this provision shall limit transitional duty positions to two (2).

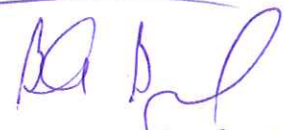
Transitional duty shall only be assigned to those employees who have documentation that they temporarily cannot perform the full duties and responsibilities of their assigned position. Employees injured on duty shall be subject to the Injury Pay/Salary Continuation language contained in Section 2113.56(D).

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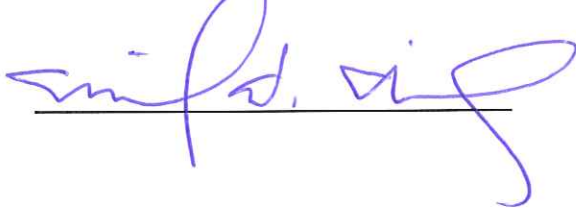

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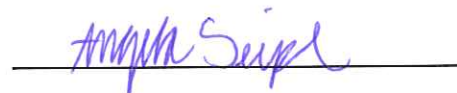
2113.63 SAFETY EQUIPMENT AND STIPEND

- A) The City will provide an employee purchase plan whereby employees will be able to purchase safety shoes and safety glasses, including prescriptive lenses, through a City program. The purchase program shall make these items available to the employee with sixty percent (60%) of the cost of the item to be paid by the City and the remaining forty (40%) percent to be paid by the employee. A payroll deduction system will be established under this program through the means of an automatic deduction from the employee's paycheck.
- B) A new laptop computer capable of producing, saving and transferring the required paperwork/forms for an EMS or Fire incident will be provided for each line battalion chief officer plus one spare laptop. A total of four (4) laptops will be purchased in 2007.
- C) Polo shirts shall be provided by the city to be worn in accordance with guidelines established by the Chief/Director. This will include no more than two (2) short-sleeved polo shirts or one (1) Department issued sweatshirt per year.
- D) **Beginning in 2022, the following stipends shall be provided to all Fire Chiefs in January of each year.**
 - 1 **\$150.00 - Firefighter safety equipment not provided by the Department but conforming to Department's specifications and regulations in the event the Fire Chief purchases same.**
 - 2 **\$350.00 - Maintenance of the physical fitness necessary for effective firefighting.**
 - 3 **\$500.00 - To give recognition to the unique nature of the services performed for the community.**
 - 4 **Said stipends shall be payable in the gross amount of one thousand dollars (\$1,000.00), payment should be issued not later than January 31 to those members then on the payroll.**

On Behalf of the Union:



On Behalf of the City of Toledo:



2113.64 VACATIONS AND COMPENSATORY TIME

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

AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31

VACATION

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

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

An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule their vacation in the year in which it should have been taken, they may request that such unused vacation be carried over to the following year. Such request must be submitted to the Human Resources Department prior to December 1 of each year. All such carryover vacation must be taken no later than April 30 of the following year.

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

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

1. No more than 40% of the double day tours may be covered by the staff chiefs.

a. This coverage must be spread evenly amongst the available staff Battalion Chiefs.

b. The use of staff Battalion Chiefs must be FLSA compliant.

2. No less than 60% of the double day tours shall be covered by overtime.

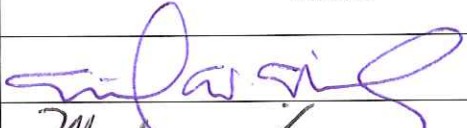
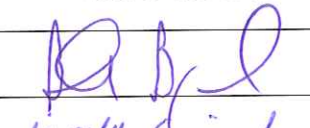
~~Excess, unscheduled vacation time shall be assigned pursuant to existing seniority rules within each shift. Each shift shall request a block of time in which excess vacation time may be scheduled. In the initial year of this agreement (2015) "A" Shift shall have first choice of said block, "B" Shift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

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

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

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

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

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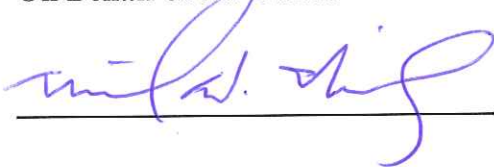
2113.73 REORGANIZATION

(A) Emergency recall for Battalion Chiefs. There shall be three line Battalion Chiefs in Field Operations on duty each shift every tour. Situations may arise which require the recall of a Battalion Chief. Recall will be instituted if a situation occurs where two of three Field Operations Chiefs are out of service for more than 30 minutes two (2) hours or if all three Battalion Chiefs are out of service. When either of these situations occurs, a fourth Battalion Chief will be called. If a condition exists where all three Chiefs are out of service, recall will be instituted immediately. This section does not apply when a Field Operations Chief is detailed.

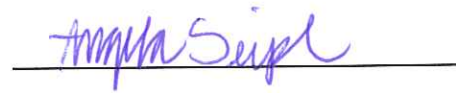
(B) A Senior (as defined in 2113.18) Battalion Chief will be assigned to execute Senior Battalion Chief duties for the entire tour. This includes weekends and holidays. This Chief Officer will be paid 9% over the hourly base rate (80 hour rate) for time worked while assuming the above duties. The Senior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

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

On Behalf of the Union:



On Behalf of the City of Toledo:



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2113.75 CAREER ENHANCEMENT PROGRAM

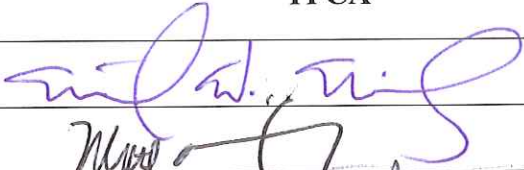
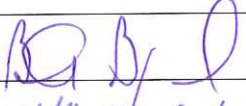

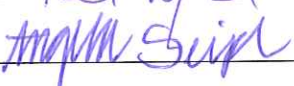
In consideration for members of the Chief's Association obtaining certain educational or career longevity objectives, or maintaining certain specialty job assignments or qualifications, the Administration will provide the following Career Enhancement Program (CEP) wage differentials.

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

The cumulative Career Enhancement pay differential for any Officer will not exceed 2.5% total. Effective January 1, ~~2019~~ 2022, the cumulative Career Enhancement pay differential for any Officer will not exceed ~~3%~~ **5%** total.

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

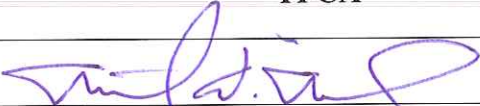
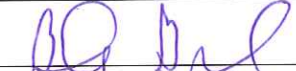

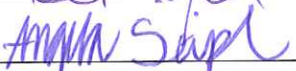

Paramedic Chiefs may attend continuing education ("CE") either on duty or off duty. If a Paramedic Chief attends CE off duty then the Paramedic Chief will receive overtime pay at the appropriate rate.

TFCA	CITY OF TOLEDO
	
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2113.78 TERMINATION

This Chapter of the Code, **which was executed on November [X] and became shall be** effective as of the 1st day of January **2021**, and shall remain in full force and effect through **March 31, 2024**, and thereafter until terminated, amended or repealed pursuant to Chapter 4117 of the Ohio Revised Code, **including but not limited to O.R.C. 4117.09(E) et.al.**

TFCA	CITY OF TOLEDO
	
	
	

TENTATIVE AGREEMENT

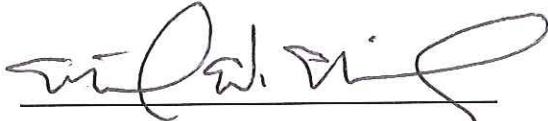
The parties to this Tentative Agreement are the City of Toledo (COT) and the Toledo Fire Chiefs' Association (Union).

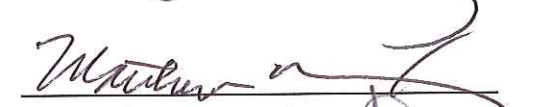
The parties agree as follows:

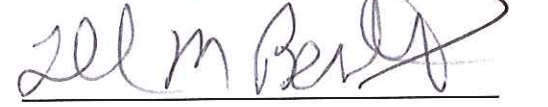
1. The City shall pay to each member of the bargaining unit, employed as of the date of Union ratification, as well as those bargaining unit employees who worked during the pandemic and retired from their employment with the City between January 1, 2021 and the date of Union ratification, a COVID premium pay amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00). This premium pay amount is to be paid via a separate check on an off-pay week within sixty (60) days following the ratification of the Union and formal approval of the City.
2. The Parties agree that, should any other bargaining unit receive a COVID premium pay higher than Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00), the City shall remit the difference between the aforementioned sum and the higher amount to non-Academy TPPA members employed by the City of Toledo as of the date of the other bargaining unit's ratification.

9/27/21

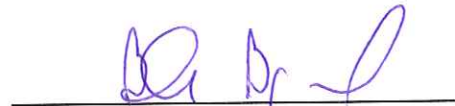
On Behalf of the Union:

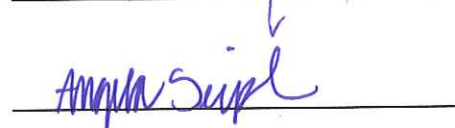






On Behalf of the City of Toledo:





TA 12/30/21

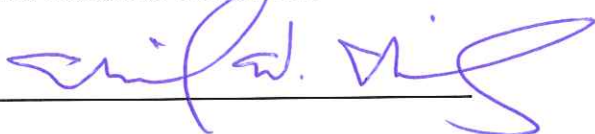
TENTATIVE AGREEMENT

The parties to this Tentative Agreement are the City of Toledo (COT) and the Toledo Fire Chiefs' Association (Union).


The parties agree as follows:

1. The Parties agree that a Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) lump sum payment will be provided to each bargaining member employed as of the execution date of this agreement. This lump sum is to be paid via a separate check on an off-pay week within sixty (60) days following the ratification of the Union and formal approval of the City.
2. This lump sum is being provided in exchange for new contractual language in 2113.73 "Reorganization." The new contractual language changes the timeframe for recalling Battalion Chiefs in the event an on-duty Battalion Chief is out of service. This contractual language was proposed by the City and accepted by the Union.

On Behalf of the Union:



On Behalf of the City of Toledo:



Add as Appendix A 10/21/2021

Amended RRF

TENTATIVE AGREEMENT FOR HEALTH CARE

In accordance with the terms of the various applicable bargaining agreements, the City of Toledo has engaged in collective bargaining with the following bargaining units: AFSCME Locals 7, 2058, and 3411, TPPA, TPCOA, TFCA, Teamsters Local 20, and UAW Local 12 (hereinafter collectively the "Parties"), in order to negotiate changes to the health care provisions as part of a multi-unit bargain for all bargaining unit employees covered by the City's health care plan. The Parties met on October 29, 2020, and reached the following tentative agreement:

1. The employee co-pay for all emergency room (ER) visits will be \$200, regardless of when the employee goes to the ER; the timeframe for waiving the ER co-pay is eliminated. For an employee who goes to the ER and is then admitted, the \$200 co-pay is still waived. For an employee who is referred to the ER by his or her primary care physician, or by an urgent care facility, or by a tele-medicine service, that employee may appeal the payment of one-half (1/2) of the ER co-pay. Any appeal must include written documentation of the referral from the primary care physician, urgent care facility, or tele-medicine service. Any appeal will be reviewed by the City's third-party administrator for health care. Any further subsequent appeal by the employee will be reviewed by the members of the Health Care Cost Containment Committee, whose decision shall be by consensus and shall be final, with no further appeal by the employee.
2. All health care benefits (including hospitalization, prescription drug, dental, vision (where appropriate)) shall be available to all employees immediately upon hire.
3. The hardship language for spousal and dependent health care coverage is as follows:
Special consideration will be given to cases of demonstrated hardship due to excessive premiums based on spousal income. An "excessive premium" is identified in the following circumstances: a. A Spouse whose gross base income is less than \$30,000 who is required to pay 30% or more of their premium cost for "employee only" primary coverage; b. A Spouse whose gross base income is more than \$30,001 but less than \$50,000 must accept their employer's plan for "employee only" coverage. However, if the Spouse is required to pay 40% or more of their premium cost for "family" coverage, the eligible dependents may be eligible to enroll in this Plan as primary and the Spouse may be eligible for coverage under this Plan as secondary; c. A Spouse whose gross base income is more than \$50,001 must accept their employer's plan coverage and must carry any eligible dependents in accordance with the "Birthday Rule". The Spouse and dependents may be eligible for secondary coverage through this Plan.
4. Effective January 1, 2021, the prescription drug reimbursement program is eliminated. Any employee wishing to be reimbursed for prescriptions filled on or before December 31, 2020 must submit the request by March 31, 2021. Any request submitted on or after April 1, 2021 will be denied.

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5. The employee co-pay for any generic (Tier 1) prescription is \$ 0.00. The employee co-pays for Tier 2 and Tier 3 prescriptions are unchanged.
6. The monthly employee co-pays for the appropriate coverage (\$94 for single coverage, \$160 for single+1, and \$166 for family) are unchanged and remain the same for the duration of this Agreement.
7. The dental program coverage for all employees is \$1,300 annual maximum for Type B services (major and minor restorative), and \$1,300 lifetime maximum for Type C services (orthodontia).
8. The annual maximum amount covered for chiropractic services is \$1,000.
9. All of the foregoing changes are effective January 1, 2021 through December 31, 2023, for all covered members of the undersigned bargaining units, regardless of the expiration dates of the individual union's current collective bargaining agreement. The Parties agree and acknowledge that if these changes are approved as provided herein, that the provisions regarding health care (including hospitalization, prescription drug, dental, vision (where appropriate)) in each individual union's collective bargaining agreement are not subject to any further negotiation during the timeframe that this agreement is in effect.
10. The Parties agree to continue to address the management of health care costs through the regular meetings of the Health Care Cost Containment Committee. Further, the Parties agree in good faith to return to the bargaining table to engage in health care negotiations sometime in 2023, prior to the expiration of this Agreement.
11. The Parties further agree that, in accordance with the intent of this Agreement, in order for the terms of this Agreement herein to be effective, each and every respective bargaining unit must ratify or approve this Agreement in its entirety. If one or more bargaining units fail to ratify or approve this Agreement, or if Toledo City Council fails to ratify this Agreement, or if Toledo City Council fails to approve changes to the health care plan for the City's classified exempt and non-bargaining unit employees, as described in paragraph 12, then this Agreement and all of its terms are null and void, and the Parties agree to re-engage in multi-unit negotiations for health care as soon as practicable.
12. In order to ensure that the City's classified exempt and non-bargaining unit employees are also covered by these changes to the health care plan as described herein, the City administration will present to City Council an ordinance to amend Toledo Municipal Code Chapter 2101 to reflect those changes to the health care plan.
13. The terms herein constitute the entire agreement as to the changes to the health care provisions.

FOR THE CITY:

Karen Poore

FOR AFSCME LOCAL 7 (MAIN UNIT AND COMMO):

Donald Guin

FOR AFSCME LOCAL 2058 (MAIN UNIT AND COMMO):

[Signature]

FOR AFSCME LOCAL 3411:

[Signature]

FOR TPPA:

M. Hays

FOR TPCOA:

[Signature]

FOR TFCA:

[Signature]

FOR TEAMSTERS LOCAL 20:

Rich Brown

FOR UAW LOCAL 12:

Kendrick M. Barker

DATE:
