

2129.03 Field Training Officer

(A) Police Officers who are assigned to this program will be called Field Training Officers (herein referred to as F.T.O.), however, the police officers shall retain the classification of Police Officer for all provisions of this agreement. All police officers who are selected to participate within this program will be assigned as an F.T.O. on an individual voluntary basis only.

(B) The entry criteria into the Field Training Program shall be:

1. The applicant must have a minimum of three (3) years of continuous seniority with the Department at the time of selection. Officers who do not meet this minimum requirement but have prior police experience or exceptional abilities may be considered.
2. The applicant must have been assigned to Field Operations at any time for at least six (6) months prior to date of application.
3. Successful applicants must be available for regular patrol beat assignments for the duration of the process.
4. The applicant must have a commitment to the training and development of new officers.
5. The applicant must be willing to work overtime to accomplish training and evaluation duties when necessary.

(C) Field Training Officers shall be selected by a committee to be composed of five (5) representatives: two (2) from the current Field Training Officers to be appointed by the Association; one (1) Field Training Sergeant; the Field Training Commander; and the Personnel Commander.

The FTO Selection Committee will consider the following criteria:

1. Performance evaluation by current supervisor and Commander.
2. Discipline history as defined in Section 2129.25 "Disciplinary Record Retention" and 2129.26 "Personal Service Record" herein.
3. Attendance record.
4. Prior work product review (i.e. Incident reports, OH-1, and supplemental reports).
5. Prior performance as an FTO (where applicable).
6. Writing sample based upon a defined circumstance.

7. A personal interview before the selection committee to include a problem solving exercise.

(D) After interviewing all the candidates, the selection committee shall carefully consider all the factors presented and produce a list of FTO nominees. When everything is equal between two candidates, the officer most senior shall be the one nominated by the committee.

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

(E) Once an officer is a certified FTO, regardless if he/she is in actual training, he/she will receive a five (5%) percent adjusted gross wage annually, payable in the 26 regular pay periods. The adjusted gross wage will not be considered as a new base wage rate. The five (5%) percent payment is also independent of the consideration provided in Section 2129.32, "Career Enhancement Program."

(F) An FTO Officer may be required to temporarily switch shifts to train new Police Officers in the FTO program. FTO Officers will be moved to other shifts on a voluntary basis first, then by reverse seniority. A list of FTOs shall be established by Department seniority. The list shall rotate to equally distribute forcing FTOs to switch shifts. No FTO shall be required to switch shifts a second time until the rotating list has been exhausted, and no FTO shall be required to work more than one (1) month on an off shift. Once their training responsibilities are fulfilled, the FTO Officer shall return to his or her original shift in accordance with Section 2129.45 "Work Schedules."

(F-G) The officer will retain FTO certification except where there are general changes of assignment, the officer chooses to withdraw from the Field Training Program, or where there is just cause for removal.

(G-H) Cause for removal shall be directly related to one or more of those criterion used in the selection process as listed in 2129.03 "Field Training Officer" (B) and (C), **or where an FTO refuses to temporarily switch shifts for training purposes.** Removal of certification may be authorized only by the Chief of Police (or his designee) upon either the recommendation of the Selection Committee or as a result of the disciplinary process. **Prior to the Deputy Chief's recommendation, the Deputy Chief will meet with the Union to discuss the recommendation without the officer present. Subsequently, the officer will have the right to meet with the Chief of Police to discuss the removal.**

(H-I) Commencing on September 1, 2014, a Patrolman certified as an FTO and has been placed on Light Duty status for a NON-DUTY illness or injury (Section 2129.42 "Disability Assignments") status for a period of more than ninety (90) days or has

been placed in RESTRICTED DUTY status for a period of more than ninety (90) days shall relinquish his or her 5% FTO Pay for the duration after ninety (90) days in this duty status. The 5% FTO pay shall be reinstated the first pay period they return to full duty status in the Field Operations Bureaus.

~~(I)~~ An FTO Officer submitting a bid/Sgt. report for a TEMPORARY assignment for a duration of more than ninety (90) days, AND would change his FTO status to unavailable only while a probationary class is actively working in the FTO Program, shall relinquish his or her 5% FTO pay for the duration of the officer's TEMPORARY assignment. The 5% FTO pay shall be reinstated upon the officer's return to Field Operations duty regardless if a probationary class is active in the FTO program.

~~(J) Patrolmen whose duty assignment is the MOTORCYCLE UNIT and are FTO certified shall be decertified of their FTO status as of December 20, 2014. The Motoreycle Unit shall not consist of any FTO certified patrolman after this date. If the Motoreycle Unit is eliminated from the Toledo Police Department by January 1, 2016, then those Patrolmen in that Unit who previously had FTO status shall have their FTO status re-instated and remain in the Field Operations Bureau available for FTO duty.~~

~~The Motoreycle Unit Patrolman shall receive forty (40) points as a specialty assignment in the Career Enhancement Program (Section 2129.32) as of January 1, 2015.~~

T. A. 8/27/2021

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2129.07 Credit Union

The City agrees to deduct, from the paychecks of employees giving written authorization, bi-weekly or monthly, any monies for any authorized Credit Union and remit same to such authorized Credit Union by separate check.

Effective January 1, 2022, all employees must enroll, and remain, in the current direct deposit program for employee paychecks for the duration of their employment.

FOR THE UNION:

M Hayes 2263
C. G. #2476
J. B. #2139
K. M. #2133
J. H. #2508
S. J. 2277

TA

FOR THE CITY:

J. M. [Signature]
George Kral #1927 5-3-2021
D. M. J. 5/3/21 9:48 AM
D. A. [Signature] 5-3-21
J. M. [Signature] 2230 5-3-21
M. C. [Signature] 5-3-21
[Signature] 2725 5/3/21

2129.31 Filling Vacant Positions

(A) Assignment of Police Officers to vacant positions within the Department will be accomplished through the procedure established herein.

Vacant positions shall be separated into three **(3)** categories and assignments shall be made accordingly:

1. Positions which shall be exempt from the bidding procedure and will be filled at the discretion of the Chief, both in filling a vacancy and in determining tenure of the Officer in the position.

Category 1 - Positions which fall in this category are as follows:

Training Section – Academy, Administrative Staff, Special Operations Bureau, Planning, and Research and Inspections Section, and Inspections, Grants, Accreditation, and Inspections Section, Unit, False Alarms, B.R.E.W Team, E.A.P./Peer Support, Technical Services Unit, Motor Pool Office, and Property Management Unit, Task Forces, Public Information Office, NIBIN Unit, and Backgrounds and Recruitment Unit.

Officers in the Special Operations Bureau who previously had Category 3 protection prior to the 2012 CBA shall retain that protection.

The Parties agree that a Section or a Unit cannot be disbanded and a ~~substantially~~ similar Task Force created in its place. In the event that an Officer is removed from a Task Force, he or she may choose to go back to the unit he or she came from, or go back to Field Operations.

The City agrees to maintain a minimum of four (4) Patrolmen in the Criminal Intelligence Section. The current four (4) positions which were originally bid as Category 3 (Crime Analysis) now incorporated into the Criminal Intelligence Section will retain Category 3 protection. Any future bids to this Section shall be Category 1.

2. Positions where the seniority of the Police Officer shall be given sole preference, providing the Officer seeking assignment is capable of performing the required duties of the assignment.

Category 2 - Positions falling into this category are as follows:

Traffic Section and Records Bureau. The City shall retain a minimum of eleven (11) **thirteen (13)** Police Officers in the Traffic Section, and **eight (8) seven (7)** Police Officers in the Records Bureau.

3. Positions which shall be subject to the selection process as set forth below.

Category 3 - Positions falling into this category are as follows:

Training Section – **Range Academy**

Court Liaison Unit

Community Services **Section Bureau**

PAL Office

Motoreycle Unit

Canine Unit

Aviation Unit

Investigations Bureau – Persons, Property, SVU, Cold Case Office, Burglary, Theft,

Video Office, Computer Crimes, Auto Theft Unit, Domestic Violence

Office, **Northwest Ohio Violent Crime Task Force**, Missing Persons, **SIU**

(Scientific Investigation Unit)

Video and Digital Forensic Unit

SIU (Scientific Investigation Unit)

Backgrounds and Recruitment Unit **ADD**

The selection process for Category 3 positions will consist of a maximum 100 point scale using the following scoring system:

Written testing and/or task performance 40 point maximum

- Each panel member ranks on a scale of 1-40
- The average of the panel is the applicant's score
- Must utilize standardized questions not repeated from previous processes

Oral interview 40 point maximum

- Each panel member ranks on a scale of 1-40
- The average of the panel is the applicant's score
- Must utilize standardized questions not repeated from previous processes

Education 5 ~~4~~ point maximum

- Associate Degree/Junior Status or >40 hours of specialized training 1 point
- Bachelor Degree 3 points
- Postgraduate Degree 5 ~~4~~ points

The categories are not cumulative

Discipline 5 point maximum

- **All suspensions -10 points**
- ~~• 1 major suspension (30 days or greater) -10 points~~
- ~~• 1 minor suspension (less than 30 days) -5 points~~
- 3 ~~2~~ or more reprimands -4 points
- ~~• 2 reprimands -2 points~~

- 1 reprimand 0 -2 points
- No discipline 5 points

Negative points for reprimand(s) and suspension(s) shall be cumulative

Evaluation 5 point maximum

- Unacceptable 0 -3 points
- Acceptable 2 points
- Excellent 5 points

Seniority 4 point maximum

- 5-9 years 2 points
- 10-14 years 3 points
- 15+ years 4 points

Sick Time Usage 2 point maximum

- Average 2 sick days or less per year for a 3-year period 2 points
- Average 3 - 4 sick days 0 points
- ~~• Average 4 sick days -1 point~~
- Average 5 or more sick days per year for a 3-year period -5 points
- Average 10 or more sick days per year for a 3-year period -10 points

Sick time usage is subject to a panel review. If an acceptable explanation for excessive sick time usage can be articulated, the penalty can be reduced or eliminated. **The average is determined by the amount of sick time an officer utilized during the thirty-six (36) month period prior to the date of the bid.**

The applicants will be ranked in order based on the above 100 point scale. Tie scores will be broken by the most senior officer receiving the higher ranking.

Selection will be made in the following manner:

- The most qualified candidates will consist of those that registered an actual score of 70 points or higher.
- Only the most qualified candidates will be considered for assignment.
- The first vacancy filled will be from the person scoring the most points and the second selection will be made by administrative selection. ~~The third selection will be from rank order (next highest on the list), and the fourth by administrative selection.~~ **The subsequent selections will alternate between rank order (next highest on the list) and administrative selection.** This pattern of selection will continue for the pendency duration of the eligibility list as defined in Section 2129.30 (Bidding for Assignment).
- **If a subsequent eligibility list, involving the same position, is established within**

twelve (12) months of the initial eligibility list, the first vacancy will be filled by the administrative selection and the second selection will be the person scoring the most points. The subsequent selections will alternate between administrative selection and rank order (next highest on the list). This pattern of selection will continue for the duration of the eligibility list as defined in Section 2129.30 (Bidding for Assignment).

- Any subsequent eligibility lists, involving the same position, established within twelve (12) months of the date that the initial eligibility list was established, shall rotate first selections between rank order and the administrative selection. After an eligibility list is established, at least one (1) person must be selected off the list before it expires. In the event at least one (1) person is not selected off an eligibility list and a new eligibility list is established, the order of selection will remain the same as it was on the expired list.
- If none of the candidates score at least 70 points, the position shall be rebid.

(B) For all other positions, except as otherwise stated herein and except for those in the Operations Division, Central and Scott Park District Stations, bids will be accepted for assignment to the Division and assignment within the Division will be at the discretion of the Department Head.

In selecting Officers to be assigned to vacancies, a standard job description and qualification form shall be available to all Officers seeking to bid for the assignment. The Officer shall complete the standard bidding form relative to the vacancy, in advance of the interview with the Bureau Head or his designee.

The interview shall consist of a standard questioning format for all interviews. The Bureau Head or his designee shall make recommendations to the Chief of the Department, who will have the final determination as to the Officers to be selected.

Qualifications, competence and seniority shall be given fair consideration by the Chief in selecting Officers to fill these vacancies. For the purpose of this section, seniority shall be defined as the employee's accumulated length of service with the Department.

(C) When an Officer has been assigned to a vacant position under the second and third categories, the Officer will retain the assignment except where there are general changes of assignment or where there is just cause for removal. **Prior to removal, an officer shall have the right to meet with the Chief of Police to discuss the removal.** Officers assigned to the Tactical Operations Team and the Drug and Gang Reduction Team shall serve in a six (6) month probationary period.

In the event the Chief of Police due to general changes of assignment removes employees and transfers them to other Bureaus or Sections, the employee(s) shall be removed by reverse seniority. When the affected vacancies are back filled, the assignments shall be filled with the most senior displaced employee being the first to be returned and all other returned employees falling in that order provided the return occurs within four (4) years of the change in assignment.

All temporary position assignments shall be filled for only six (6) months in duration or less. The position shall be determined to be bid as permanent or terminated per the discretion of the Chief of Police. Temporary assignment to the Police Training Academy to assist with a new police class may be extended beyond the six (6) months until graduation of the Academy class.

T.A. 8/27/2021

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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 contiguous to a vacation period or bonus day(s) shall not be pulled.

WITH OR CONNECTED

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.

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TA 5/3/21

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2129.90 Retirement

A police officer, upon honorable retirement under service or disability circumstances, may purchase his service pistol for the sum of fifty dollars (~~\$50.00~~) **one dollar (\$1)**. Additionally, at the officer's request, the Department Armorer shall deactivate the pistol for display purposes. This is respectfully offered on behalf of the grateful citizens of Toledo and the City in homage to the retiring officer's years of selfless, faithful service.

TA 8/20/21

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Angela Suple

2129.102 Traffic Section and Motorcycle Unit

~~Effective January 1, 2015, the Motorcycle Unit, which are Category three (3) positions, shall transfer to the Traffic Section, a Category two (2) position. Officers in both the Traffic Section Unit and Motorcycle Unit shall retain their current contractual category positions. (Section 2129.31 Filling Vacant Positions)~~

All contractual earned time off will be selected within the ~~Motorcycle and~~ Traffic Section's Unit's individual Category group. The allowance of officers being off on a selected date that is dependent on the 10% rule, or trade request will also be inclusive of their individual category group. (Section 2129.92 Trade Days Off)

All overtime opportunities within the Traffic Section, provided through Grant Funding or City funded shall be equalized for all patrolmen working the ~~Motorcycle Unit and Traffic Section Unit. Overtime opportunities which are Motorcycle Unit specific, as determined by the Traffic Section Commander, shall be equalized only to the Motorcycle Unit. (Section 2129.54 Equalization of Overtime)~~

Field Operations Division (FOD) shift recall opportunities shall not be afforded to patrolman assigned to the Traffic Section.

~~Traffic Unit administration positions staffed by patrolman shall not be assigned to Motorcycle Unit patrolman and Traffic Unit patrolman shall not be assigned Motorcycle Unit positions.~~

Training for Accident Reconstruction and Commercial Vehicle enforcement shall be afforded to all patrolmen in the Traffic Section on a voluntary basis.

~~The workday shift hours for the Motorcycle Unit shall be determined prior to annual permanent shift selection beginning for the calendar year 2015 as determined by the Deputy Chief of Operations. (Section 2129.46 Permanent Shifts)~~

If the Motorcycle Unit is re-established, all stricken language pertaining to the Motorcycle Unit shall be re-instituted per the 2018-2020 CBA.

T.A. 8/27/2021

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

Police rates effective the first full pay of January 2021:

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer-Trainee	25.702	205.612	2,056.122	53,459.162
Police Officer-Probationary	27.308	218.467	2,184.666	56,801.306
Police Officer-1 Year	28.914	231.313	2,313.126	60,141.286
Police Officer-2 Years	30.522	244.175	2,441.754	63,485.594
Police Officer-Full Rate	32.128	257.021	2,570.214	66,825.574
Police Officer-5 Year	32.963	263.702	2,637.024	68,562.624
Police Officer-10 Year	33.800	270.400	2,704.000	70,304.000
Sergeant-At-Arms	38.871	310.968	3,109.683	80,851.763

Effective the first full pay period of January 2022 the rates which were effective in January of 2021 shall be increased by four percent (4%).

Police rates effective the first full pay of January 2022:

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer-Trainee	26.730	213.837	2,138.366	55,597.528
Police Officer-Probationary	28.401	227.205	2,272.052	59,073.358
Police Officer-1 Year	30.071	240.565	2,405.651	62,546.938
Police Officer-2 Years	31.743	253.942	2,539.424	66,025.017
Police Officer-Full Rate	33.413	267.302	2,673.023	69,498.597
Police Officer-5 Year	34.281	274.250	2,742.505	71,305.129
Police Officer-10 Year	35.152	281.216	2,812.160	73,116.160
Sergeant-At-Arms	40.426	323.407	3,234.071	84,085.834

Effective the first full pay period of January 2023 the rates which were effective in January of 2022 shall be increased by four percent (4%).

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T/A 8/27/2021

Police rates effective the first full pay of January 2023:

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer-Trainee	27.799	222.390	2,223.901	57,821.429
Police Officer-Probationary	29.537	236.293	2,362.934	61,436.292
Police Officer-1 Year	31.273	250.188	2,501.878	65,048.815
Police Officer-2 Years	33.013	264.100	2,641.001	68,666.018
Police Officer-Full Rate	34.749	277.994	2,779.944	72,278.541
Police Officer-5 Year	37.079	296.629	2,966.293	77,123.627
Police Officer-10 Year	38.020	304.163	3,041.632	79,082.439
Sergeant-At-Arms	42.043	336.343	3,363.433	87,449.267

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.

TENTATIVE AGREEMENT

The parties to this Tentative Agreement are the City of Toledo (COT) and the Toledo Police Patrolman's Association, Local 10 (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, 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 with the first full pay period following the ratification of the Union and formal approval of the City.

On Behalf of the Union:

On Behalf of the City of Toledo:

*Add me too language.

TA 8/27/2021

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